



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5336)

Meeting: 04/05/22 09:00 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5336

Meeting Attachments

ATTACHMENTS:

- 040522 Collector's 1st QUARTER REPORT (PDF)
- 040522 Gaskin Hill Norcross - Architect Contract (PDF)
- 040522 N-FORM - Architect Contract (PDF)
- 040522 Torgerson Design Partners - Architect Contract (PDF)
- 040522 IGA Cover Sheet - Taney County (PDF)
- 040522 IGA Christian County v2 Signed By Taney County (File No. 21-136CM) (PDF)
- 040522 IT Phone System Report (PDF)
- 040522 REZONING PRESENTATION STAFF REPORT(PDF)
- 040522 REZONING PRESENTATION STAFF REPORT Case #2022-0040 (PDF)
- 040522 REZONING PRESENTATION ATTACHMENTS Case #2022-0040 (PDF)
- 040522 ORDER NO. 04-05-2022-01 (Case #2022-0040) Jenkins, Grant & Rebekah (PDF)

TED NICHOLS
CHRISTIAN COUNTY COLLECTOR

100 W. Church Room 101

Ozark, MO 65721

(417)582-4330

CHRISTIANCOUNTYCOLLECTOR.COM

RECEIVED

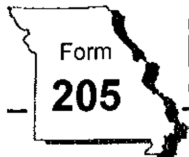
MAR 30 2022

**CHRISTIAN COUNTY
COMMISSION**

The Christian County Collector first quarter report of 2022 is that collection rate is similar to last year. Attached is the Collector's Annual Settlement that was done on March 4, 2022. The total collection of \$94,615,061.51 for the Collector's year ending February 28, 2022 in comparison to a little over nine million dollars in Collector's year ending February 28, 1996.

Respectfully,

Ted Nichols



MISSOURI DEPARTMENT OF
REVENUE
Collector's Annual Settlement

Annual settlement of TED NICHOLS collector of CHRISTIAN county
for year ending February 28, 20 22.

Summary of Charges		Amounts	Summary of Credits		Amounts
	Total Current*	91,550,607.39		Total Collections	94,615,061.51
	Total Back and Protested	4,548,103.19		Total Delinquents	4,294,146.93
	Total Other	2,821,812.86		Total Abatements	11,315.00
	98,920,523.44			Total Protested	0.00
	Total Charges	98,920,523.44		Total Refunds	0.00
	Tax Book Differences	0.00		Total Credits	98,920,523.44
	Grand Total Charges	98,920,523.44		Tax Book Differences	0.00
	• Total Surtax in this Amount if not Shown as a Separate Distribution			Grand Total Credits	98,920,523.44

Distributions	State	465,486.50	TMF	137,471.22
	General Revenue	2,234,343.35	CERF	343,678.10
	Special Road and Bridge	1,305,073.06	Private Car	7,263.57
	Health Center	640,643.82	Interest on Investment	23,154.80
	Schools	66,120,735.02	Pace	32,200.34
	Cities	2,454,170.79	RVNID	43,675.29
	Surtax	797,467.03	SHNID	24,462.00
	Library	2,889,201.92	SCSF	722,230.28
	HDGP(SB40)	1,153,372.24	TAX SURPLUS	0.00
	Ambulance	1,723,074.04		
	Fire Districts	10,096,554.93	Assessment	815,883.01
	Junior College	2,489,053.60	Commissions: County	50,766.25
	LAC	8,629.55	Official	36,470.80
	Subtotal	92,377,805.85	Subtotal	2,237,255.66
			Total Distributions	94,615,061.51

I, Kay Brown, clerk of the county commission of CHRISTIAN county
hereby certify the above and the attached to be a copy of the annual settlement of the county collector with the county commission on
the 4th day of March, 20 22, for the year ending February,
20 22 as the same appears of record in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of the county commission of CHRISTIAN
county. Done at my office in Ozark this 4th day of March,
20 22.

Clerk of County Commission

Kay Brown



Charges

Current	Amount
2021 Land Tax Book	
From Tax Book	73,393,956.83
From Additions	
From FCL and PILT Payments	2,415.17
2021 Personal Tax Book	
From Tax Book	15,678,139.34
From Additions	110,917.75
2021 RR & Utility Tax Book	
From Tax Book	2,357,914.73
2021 Private Car	
From Tax Book	7,263.57
From Tax Book	
From Tax Book	
Total Current Charges	91,550,607.39

Credits

Current	Amount
2021 Land Tax Book	
By Collections	72,082,926.54
By Delinquent	1,310,140.93
By Abatements	3,304.53
By Protested	
2021 Personal Tax Book	
By Collections	14,139,581.69
By Delinquent	1,642,065.73
By Abatements	7,409.67
By Protested	
2021 RR & Utility Tax Book	
By Collections	2,357,914.73
By Delinquent	
By Abatements	
By Protested	
2021 Private Car	
By Collections	7,263.57
By Delinquent	
By Abatements	
By Protested	
By Collections	
By Delinquent	
By Abatements	
By Protested	
By Collections	
By Delinquent	
By Abatements	
By Protested	
Total Current Credits	91,550,607.39

Charges	Back and Protested	Amount
	2020 and Prior Land Tax Book	
	From Tax Book	2,273,003.21
	From Additions	
	2020 and Prior Personal Tax Book	
	From Tax Book	2,263,209.54
	From Additions	11,890.44
	From Tax Book	
	From Tax Book	
	2020 and Prior Protested Tax Book	
	From Tax Book	
	From Interest on Protested Taxes	
	Total Back and Protested Charges	4,548,103.19
	All Other	
	From Interest on Taxes	688,595.93
	From Penalties (Fees, 2% Add-on, Etc.)	2,038,416.39
	From Interest on Investments	23,154.80
	From Licenses	63,336.67
	From Duplicate Receipts	392.00
	MISC (Pub, Rt Ck, Etc)	7,916.57
	Total Other Charges	2,821,812.36

Credits	Back and Protested	Amount
	2020 and Prior Land Tax Book	
	By Collections	1,711,331.53
	By Delinquent	561,671.15
	By Abatements	0.53
	By Protest	
	2020 and Prior Personal Tax Book	
	By Collections	1,494,230.59
	By Delinquent	780,269.12
	By Abatements	600.27
	By Protest	
	By Collections	
	By Delinquent	
	By Abatements	
	By Protest	
	By Collections	
	By Delinquent	
	By Abatements	
	By Protest	
	2020 and Prior Protested Tax Book	
	By Collections	
	By Refunds and Abatements	
	By Protested	
	Total Back and Protested Credits	4,548,103.19
	All Other	
	By Collections	688,595.93
	By Collections	2,038,416.39
	By Collections	23,154.80
	By Collections	63,336.67
	By Collections	392.00
	By Collections	7,916.57
	By Collections	0.00
	Total Other Credits	2,821,812.36

Mail to: Taxation Division
P.O. Box 453
Jefferson City, MO 65105-0453

E-mail: countyfees@dor.mo.gov

Form 205 (Revised 2-2022)

Phone: (573) 751-5900
Fax: (573) 522-1720
TTY: (800) 735-2966

AIA® Document B102™ – 2017

Standard Form of Agreement Between Owner and Architect *without a Predefined Scope of Architect's Services*

AGREEMENT made as of the 5th day of April in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Christian County Commission
100 W. Church Street, Ste 100
Ozark, MO 65721
417-582-4309

and the Architect:
(Name, legal status, address and other information)

Gaskin Hill Norcross of Missouri, Inc.
300 S. Jefferson Ave. Ste 301
Springfield, MO 65806
417-869-0719

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Architectural Services on an "as needed" basis

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

This contract for Christian County is on an "as needed" basis. When applicable, the Architect and the County will agree upon a mutual scope of work, schedules and whatever else is in the best interest for the County.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Brad Baker
417-869-0719 x205
bbaker@ghnae.com
300 S. Jefferson Ave. Ste. 301
Springfield, MO 65806

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than three million dollars (\$3,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

Christian County Commission
100 W. Church Street
Ozark, MO 65721
417-582-4309; khopkins@christiancountymo.gov
(Unless otherwise directed in writing)

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

Init.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

Init.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None unless otherwise mutually agreed in writing for a particular project.

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

None unless otherwise mutually agreed in writing for a particular project.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

April 5, 2023. Termination date may be extended by written instrument in one-year renewal periods by mutual agreement.

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

On an hourly basis based on the rates described in Exhibit A, unless otherwise requested by Owner as a Lump Sum to be mutually agreed upon by both parties.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Not Used;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 Not Used;
- .10 Not Used;
- .11 Not Used; and
- .12 Other similar Project-related expenditures, as approved by Owner.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0.0 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Per state statute.

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Init.

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User Notes:

(1198810958)

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Not Used

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

"Exhibit A" documenting hourly billing rates, mileage rates, and future rate increases through the optional renewal periods.

.4 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Ralph Phillips
(Printed name and title)

ARCHITECT (Signature)

JW Brad Baker, President

(Printed name, title, and license number, if required)

Init.

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User Notes:

(1198810958)

SCHEDULE OF HOURLY RATES FOR 2022

EXHIBIT "A"

Hourly Rates for Basic Services, Additional Services, and Project Representation
beyond Basic Services:

Principals

Principal Level 3 (Expert Consultant)	\$ 200 per hour
Principal Level 1, 2 (Architect)	\$ 150 per hour

Architects

Project Manager Architect	\$ 150 per hour
Architect Level 1, 2	\$ 120 per hour
Landscape Architect	\$ 120 per hour

Engineers

Project Manager Engineer	\$ 170 per hour
Engineer Level 1	\$ 125 per hour

Technical Staff or Interns

Technical Staff or Intern Levels 5-8	\$ 90 per hour
Technical Staff or Intern Levels 1-4	\$ 70 per hour

Interior Design

Interior Designer	\$ 90 per hour
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Administrative and Clerical

Administrative Staff	\$ 65 per hour
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Expense Reimbursement (When Applicable)

Duplication	Cost plus 10%
Mileage	Current IRS reimbursement rate

Rate Adjustments for Optional Renewal Periods

1st Renewal Period (Year 2) 2023:	0% Maximum increase not-to-exceed
2nd Renewal Period (Year 3) 2024:	5% Maximum increase not-to-exceed
3rd Renewal Period (Year 4) 2025:	5% Maximum increase not-to-exceed
4th Renewal Period (Year 5) 2026:	5% Maximum increase not-to-exceed

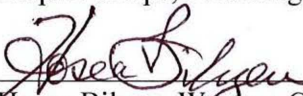
ARCHITECTURAL SERVICES
GASKIN HILL NORCROSS OF MISSOURI, INCORPORATED (GHN)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 5 day of April, 2022 at Christian County, Missouri.

DATED: 4/5/22


Ralph Phillips, Presiding Commissioner

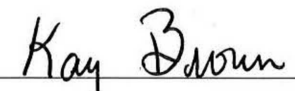
DATED: 4-5-22


Hosea Bilyeu, Western Commissioner

DATED: 4-5-22



Lynn Morris, Eastern Commissioner

Attested By:


Kay Brown, Christian County Clerk

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.


Amy Dent
Christian County Auditor

APPROVED AS TO FORM:


John W. Housley, Attorney at Law
901 St. Louis St 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

AIA® Document B102™ – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the Seventh day of February in the year Two Thousand Twenty Two

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Christian County Commission
1106 W. Jackson Street
Ozark, MO 65721

and the Architect:

(Name, legal status, address and other information)

N·FORM Architecture, LLC
312 W. Commercial Street
Springfield, MO 65803

for the following (hereinafter referred to as "the Project"):

(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

This contract for Christian County is on an "as needed" basis. When applicable, the Architect and the County will agree upon a mutual scope of work, schedules and whatever else is in the best interest for the county.

The Owner and Architect agree as follows on an as needed basis.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

This contract for Christian County is on an "as needed" basis. When applicable, the Architect and County will agree upon a mutual scope of work, schedule and whatever else is in the best interest of the county.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

N·FORM Architecture, LLC
Jennifer Wilson
312 W. Commercial Street
Springfield, MO 65804
417-873-2255

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 1.5.7 Additional Insured Obligations. If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

Christian County Missouri
Christian County Commission
100 W. Church Street, Rm 100
Ozark, MO 65721
417-582-4300

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 4.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero Dollars (\$0.00)

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

Zero Dollars (\$0.00)

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

Expires on 4/4/2023 with an option to renew per bid..

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

As negotiated per project on an hourly basis at the rates described in Exhibit A unless otherwise requested by the Owner as a lump sum to be mutually agreed upon by both parties..

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1

.2

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, and standard form documents;

.5 Postage, handling and delivery;

.6

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9
- .10
- .11
- .12 Other similar Project-related expenditures as approved by the Owner.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

Professional Liability:

The Architect currently carries the following: \$1,000,000.00 per occurrence. \$1,000,000.00 in aggregate.

The County requires \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate.

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

(Paragraph deleted)

Per state statute.

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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User Notes:

(943870314)

(Include other terms and conditions applicable to this Agreement.)

None.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect
(Paragraph deleted)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

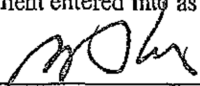
☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

.4 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Hourly Rates per Exhibit A.

This Agreement entered into as of the day and year first written above.


OWNER *(Signature)*

Ralph Phillips Presiding Commissioner
(Printed name and title)


ARCHITECT *(Signature)*

Jennifer Wilson Managing Member
(Printed name, title, and license number, if required)

N·FORM ARCHITECTURE

Hourly Rates

Principal Architect: \$175.00

Architect II: \$150.00

Architect I: \$125.00

Intern Architect II: \$85.00

Intern Architect I: \$65.00

Interior Designer: \$65.00

Student Intern: \$60.00

Clerical: \$40.00

Kim Hopkins-Will

From: Jennifer Wilson <jwilson@nformarc.com>
Sent: Friday, March 25, 2022 9:03 AM
To: Kim Hopkins-Will
Subject: RE: N-FORM Architecture Contract
Attachments: NFORM B102-107 Revised 3-25-22.pdf

Kim,

Please see the attached revised document for your use.

Thank you,

Jennifer Wilson | AIA | LEED AP
Principal & Architect



312 W Commercial St
Springfield, MO 65803
o: 417.873.2255 | ext. 2401
c: 417.425.0737
www.nformarc.com

From: Kim Hopkins-Will <khopkins@christiancountymmo.gov>
Sent: Thursday, March 24, 2022 4:45 PM
To: Jennifer Wilson <jwilson@nformarc.com>
Subject: FW: N-FORM Architecture Contract

Jennifer,

Our attorney reviewed your contract, and everything looks good. Please provide a clean copy and email it to me.

I will take in front of the Commission once I have all three contracts in my possession.

Thanks!

Kimberly Hopkins-Will, NIGP-CPP, CPPO, CPPB

Purchasing Agent

Christian County

202 W. Elm Street

Ozark, Missouri 65721

Office: 417-582-4309

khopkins@christiancountymmo.gov

From: Jennifer Wilson <jwilson@nformarc.com>
Sent: Tuesday, March 8, 2022 4:02 PM

To: Kim Hopkins-Will <khopkins@christiancountymo.gov>

Subject: N·FORM Architecture Contract

Kim,

Attached is the revised contract for your review. Please feel free to contact me with questions or clarifications.

Thank you & have a great week!

Jennifer Wilson | AIA | LEED AP

Principal & Architect



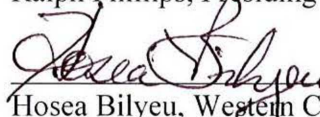
312 W Commercial St
Springfield, MO 65803
o: 417.873.2255 | ext. 2401
c: 417.425.0737
www.nformarc.com

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 5 day of April, 2022 at Christian County, Missouri.

DATED: 4/5/2022


Ralph Phillips, Presiding Commissioner

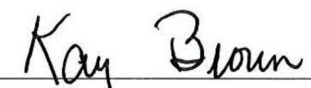
DATED: 4-5-2022


Hosea Bilyeu, Western Commissioner

DATED: 4/5/2022


Lynn Morris, Eastern Commissioner

Attested By:


Kay Brown, Christian County Clerk

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.


Amy Dent
Christian County Auditor

APPROVED AS TO FORM:


John W. Housley, Attorney at Law
901 St. Louis St 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752



AIA® Document B102™ – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Christian County Commission
100 W Church St suite 1100, Ozark, MO 65721

and the Architect:
(Name, legal status, address and other information)

Torgerson Design Partners LLC
116 N 2nd Ave, Ozark, MO 65721

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

"As Needed Services"

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

This contract for Christian County is on an as needed basis. When Applicable, the architect and the county will agree upon a mutual scope of work, schedules, and whatever else is in the best interest of the county.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

John Torgerson, AIA NCARB
Adam Kreher, AIA NCARB
Kyle Rader, AIA NCARB
Aaron King, AIA NCARB
Abbye Torgerson, AIA NCARB
Jeff Masters

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

Init.

§ 1.5.1 Commercial General Liability with policy limits of not less than Two million (\$ 2,000,000) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than 1 Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

§ 1.5.7 Additional Insured Obligations. If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

Christian County Commission
100 W Church St suite 1100, Ozark, MO
4175824309
khopkins@christiancountymo.gov

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

Init.

the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

Init.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

Init.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

none unless otherwise mutually agreed in writing for particular project

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

None unless otherwise mutually agreed in writing for particular project.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

April 4th, 2023. Termination date may be extended by written instrument in one-year renewal period by mutual agreement.

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

On an hourly basis based on the rates described attachment B, unless otherwise requested by owner as a lump sum to be mutually agreed upon by both parties.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

(Paragraph deleted)

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, and standard form documents;

.5 Postage, handling and delivery;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

Init.

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User Notes:

(1853053006)

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .12 Other similar Project-related expenditures, as approved by owner.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Per State Statute %

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

Init.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect

2

Attachment B – Torgerson Design Partners Bill Rates 2021-2022

3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit B – Torgerson Design partners Bill Rates 2021-2022

4 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Ralph Phillips
(Printed name and title)

ARCHITECT (Signature)

John D. Torgerson, AIA, NCARB Principal
Architect

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B102™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:24:29 ET on 03/30/2022.

PAGE 1

Christian County Commission
100 W Church St suite 1100, Ozark, MO 65721

...

Torgerson Design Partners LLC
116 N 2nd Ave, Ozark, MO 65721

...

"As Needed Services"

PAGE 2

This contract for Christian County is on an as needed basis. When Applicable, the architect and the county will agree upon a mutual scope of work, schedules, and whatever else is in the best interest of the county.

...

John Torgerson, AIA NCARB
Adam Kreher, AIA NCARB
Kyle Rader, AIA NCARB
Aaron King, AIA NCARB
Abbye Torgerson, AIA NCARB
Jeff Masters

PAGE 3

§ 1.5.1 Commercial General Liability with policy limits of not less than Two million (\$ 2,000,000) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than 1 Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 1.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

...

Christian County Commission
100 W Church St suite 1100, Ozark, MO
4175824309

PAGE 5

[☒] Litigation in a court of competent jurisdiction
PAGE 7

none unless otherwise mutually agreed in writing for particular project

...

None unless otherwise mutually agreed in writing for particular project.

...

[☒] Other

...

April 4th, 2023. Termination date may be extended by written instrument in one-year renewal period by mutual agreement.

...

On an hourly basis based on the rates described attachment B, unless otherwise requested by owner as a lump sum to be mutually agreed upon by both parties.

...

~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

PAGE 8

~~.9 All taxes levied on professional services and on reimbursable expenses;~~

~~.10 Site office expenses;~~

~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~

~~.12 Other similar Project-related expenditures-expenditures, as approved by owner.~~

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

...

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...
Per State Statue %
PAGE 10

- .2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203 2013 incorporated into this Agreement.)

Attachment B – Torgerson Design Partners Bill Rates 2021-2022

...
[X] Other Exhibits incorporated into this Agreement:
...

Exhibit B – Torgerson Design partners Bill Rates 2021-2022

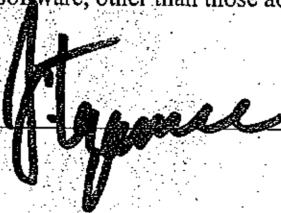
...
John D. Torgerson, AIA, NCARB Principal
Architect

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John D. Torgerson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:24:29 ET on 03/30/2022 under Order No. 2114291038 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

John D. Torgerson, AIA, NCARB, Principal Architect

(Dated)

4/4/2022

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 5 day of April, 2022 at Christian County, Missouri.

DATED: 4/5/2022


Ralph Phillips, Presiding Commissioner

DATED: 4/5/2022


Hosea Bilyeu, Western Commissioner

DATED: 4/5/2022


Lynn Morris, Eastern Commissioner

Attested By:


Kay Brown, Christian County Clerk

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.


Amy Dent
Christian County Auditor

APPROVED AS TO FORM:


John W. Housley, Attorney at Law
901 St. Louis St 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752



County of **TANEY** State of Missouri

TANEY COUNTY COURTHOUSE

P.O. BOX 1086 • FORSYTH, MO 65653
Office: (417) 546-7204 • Fax: (417) 546-3931

www.taneycounty.org

commission@co.taney.mo.us

OFFICE OF
MIKE SCOFIELD
PRESIDING COMMISSIONER

BRANDON W. WILLIAMS
WESTERN DIST. COMMISSIONER

SHEILA WYATT
EASTERN DIST. COMMISSIONER

Christian County
Kimberly Hopkins-Will, Purchasing Agent
1106 W. Jackson Street
Ozark, Missouri 65721

March 28, 2022

**RE: Intergovernmental Cooperative Purchasing Agreement
File #21-136CM**

Enclosed you will find the following: two (2) Intergovernmental Cooperative Purchasing Agreement. Please review, sign all documents provided and return one (1) fully executed original Intergovernmental Cooperative Purchasing Agreement, as Taney County is required to index an original of each document.

Please feel free to contact me with any questions or concerns pertaining to the enclosed agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shanna Tilley".

Shanna Tilley
Administrative Assistant

Enclosure

**CHRISTIAN COUNTY AND TANEY COUNTY
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

THIS AGREEMENT is entered into by and between Taney County, Missouri, a political subdivision of the State of Missouri, and Christian County, Missouri, a political subdivision of the State of Missouri by and through the powers of each party's respective County's Commissioners.

WHEREAS, Article VI, Section 16 of the Missouri Constitution and Section 70.210 and 70.220, RSMo (2010) authorize governments to cooperate and contract with one another in various matters including combined competitive bidding procedure, to acquire goods and services from the lowest and best bidder; and

WHEREAS, both parties desire to cooperate with each other for the purpose of acquiring goods and services, in accordance with the competitive bidding requirements set forth in Section 50.660 RSMo., and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs; and

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and vendors to perform governmental functions and services, including the purchase of goods and services pursuant to Missouri Attorney General opinion NO. 28-86; and

WHEREAS, the parties to desire to contract with vendors under the terms of this cooperative purchasing agreement provided the awarded vendor agrees to the cooperative language with said contracts; and

WHEREAS, no financial obligation will exist between the two political subdivisions due to said contracts.

NOW, THEREFORE, the parties agree as follows:

1. The "WHEREAS" clauses stated above are incorporated herein by reference.
2. Use of Bid, Proposal, or Price Agreement
 - a. "Procuring Party" is defined as either Taney County, Missouri or Christian County, Missouri which is a participant of this agreement who seeks to purchase goods or services from a vendor which was awarded a contract by one of the parties to this agreement subsequent to the completion of all applicable solicitation and procurement requirements set forth in Section 50.660 RSMo.
 - b. Each procuring party shall be solely responsible for their own purchase of goods and services under this agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party.
 - c. The procuring party shall not use this agreement as a method of obtaining additional concessions or reduced prices for similar goods and services outside the scope of this Intergovernmental Cooperative Agreement.
 - d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
 - e. The cooperative use of bids, proposals, or price agreements obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, proposal, or price agreement, including the awarded vendor agreeing to the cooperative language in said contract that was awarded, which will allow the other party to elect to purchase goods or services from the vendor at the same price and terms.
3. Payment Obligations: A procuring party will make timely payments to vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring

party. Disputes between procuring party and vendor shall be resolved in accordance with the law and venue rules of the state of Missouri.

4. Commencement Date: This Agreement shall take effect after execution of the Intergovernmental Cooperative Purchasing Agreement by representatives of each participating party.
5. Termination of Agreement: This Agreement shall remain in effect until terminated by a party giving 30 days written notice to the other procuring party.
6. Entire Agreement: This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.
7. Changes and Amendments: This Agreement may be amended only by written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
8. Severability: All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE COUNTY CLERK OF THE PARTY'S COUNTY.

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of Christian County, Missouri ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating the purchase of goods and services that from time to time are made available by a participating party and a Vendor awarded a contract after satisfying the competitive bidding requirements of Section 50.660 RSMo., and the vendor agreement to be bound by this Intergovernmental Cooperative Purchasing Agreement with regard to the pricing and sale of goods or services to the participating parties.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Party and that the non-participating party shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or the other Participating Party. Upon award of a contract, the Vendor shall deal directly with the Participating Party concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is duly authorized to sign this Participating Agency Endorsement and Authorization.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 5th day of April, 2022 at Christian County, Missouri.

DATED: 4/5/2022


Ralph Phillips, Presiding Commissioner

DATED: 4-5-2022

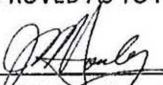

Hosea Bilyeu, Western Commissioner

DATED: 4-5-22


Lynn Morris, Eastern Commissioner

Attested By: Kay Brown

APPROVED AS TO FORM:


John W. Housley, Attorney at Law
901 St. Louis St 20th Floor
Springfield, MO 65806 Phone:
417-866-7777 Fax: 417-866-1752

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

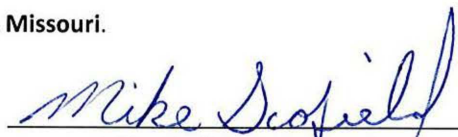
The undersigned acknowledges, on behalf of Taney County, Missouri ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating the purchase of goods and services that from time to time are made available by a participating party and a Vendor awarded a contract after satisfying the competitive bidding requirements of Section 50.660 RSMo., and the vendor agreement to be bound by this Intergovernmental Cooperative Purchasing Agreement with regard to the pricing and sale of goods or services to the participating parties.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Party and that the non-participating party shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or the other Participating Party. Upon award of a contract, the Vendor shall deal directly with the Participating Party concerning the placement of orders, disputes, invoicing and payment.

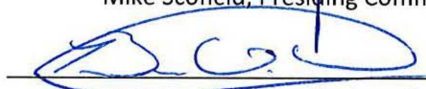
The undersigned affirms that he/she is duly authorized to sign this Participating Agency Endorsement and Authorization.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 28th day of March, 2022 at **Taney County, Missouri**.

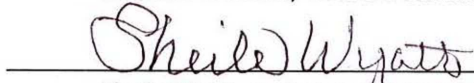
DATED: 3/28/2022


Mike Scofield, Presiding Commissioner

DATED: 3/28/2022


Brandon Williams, Western Commissioner

DATED: 3/28/2022


Sheila Wyatt, Eastern Commissioner

Attested By: Donna Neeley

Donna Neeley, County Clerk

Christian County phone system report/thoughts

CAO: 24 Mar 2022

J. Jackson

Definitions

DID	Direct Inward Dialing	the actual number assigned to each user...their “phone number”
POTS	Plain Old Telephone Service	refers to traditional, analog voice transmission phone system over physical copper wires (twisted pair) – 1880s, being phased out. Currently used for FAX/fire alarm lines
PSTN	Public Switched Telephone Network	provides infrastructure and services for public telecommunication. The PSTN is the aggregate of the world's circuit-switched telephone networks that are operated by national, regional, or local providers
Hosted		describes where the actual hardware exists – onsite vs cloud based
ISDN	Integrated Services Digital Network	set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the digital circuits of the PSTN.
T1		a dedicated transmission connection between a service provider and client, can carry 24x concurrent voice channels over analog copper lines. Developed in the late 1960s by AT&T.
PBX	Private Branch Exchange	telephone network used within a company or organization
PRI	Primary Rate Interface	same function as T1, but is digital and has 23x “channels” plus a dedicated data channel which carries control signals, caller ID, and line information services
SIP	Session Interface Protocol	provides a virtual connection to telephone network
TDM	Time Division Multiplexing	method of transmitting and receiving 2 or more independent signals over a common wire (old technology – widely used in the 1960s)
VoIP	Voice over Internet Protocol	method and group of technologies for the delivery of voice communications and multimedia sessions over the Internet.

Background

CC has 2x PBX, non-hosted, non-VoIP, non-SIP systems (old technology). This system uses outdated desk phones which are digital, IP phones (on a network using ethernet cables)...but it is not a VoIP system

- 1x in Historic Courthouse, 43XX number series, 1x number (ext 4366) remain free for use without paying for another block – 139 numbers – this system services CC Historic Courthouse, P&Z, Highway Admins, Employee Services, Juvenile, some of the courts

- 1x in Justice Center/Sheriff’s office, 53XX number series, more remaining free (unsure how many)

CC has the capacity to handle 46x concurrent phone calls (in & out combined)

PA & Courts get their numbers from State (51XX series)

EMA gets their numbers from State (included w/911)(54XX series)

When CC HC / JC upgrades or replaces the phone system, there is a good chance that we will need to coordinate upgrades to PA and EMA/911 at the same time to allow their systems to continue to “4-digit dial” our system

Narrative

We requested an upgrade plan from LUMEN (current provider). The information they sent to us was not clear and concise, deliberately confusing, and did not answer or explain the questions we had. We re-requested clarifications on

2x other occasions, plus 4 or 5 conference calls with LUMEN sales, company engineering, and site technicians. They continued to not be clear on services and upgrade paths during our communications.

CC contracted out to a third party Telcom consultant (Janice Kloppe – Kloppe Associates Communications Consulting) to help tell us if we were getting a good/bad deal. Based off of LUMEN billing and project proposal documents (her results document is “Christian County Government Analysis of Lumen “Proposal” dated 7Mar2022), she determined that LUMEN was being incomplete with their proposal because we are existing customers and the documentation was not complete or concise and mixed for the services that LUMEN was to be providing – they sent a current system “upgrade” cost proposal (\$5990.19 / \$2691.65 x2, + \$595.00 HW + \$11.90 fees) and kept discussing the system replacement proposal and did not delineate any costs or timelines for the two completely unique procedures.

After giving LUMEN multiple chances to provide a solution to Christian County’s outdated business telephone system, they have failed in giving us any useful pathways to upgrade that we can be sure that we are getting the best deal. In addition to this proposal, LUMEN has provided less than acceptable support to CC, though the quality/timeliness of support has been on the upswing recently.

Additional Information

Moving the existing phone services provided by LUMEN from the current site hosted PRI based system (where we own the servers that store voice mail and operate the system and LUMEN owns the switches) to another provider off-site hosted cloud-based system (whoever wins the RFP process) could incur a cost to CC to purchase PoE switches (unknown) that the individual phone lines will plug into in the server room.

Summary

As the IT manager for Christian County, my recommendation for the existing phone system (CenturyLink/LUMEN PRI based system) would be to set up an RFP (purchasing request for proposal) to have companies bid on a new, up to date VoIP (Voice over IP) cloud-based SIP phone system.

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Request for Zoning Change

HEARING DATE: April 5, 2022

CASE NUMBER: 2022-0040

APPLICANT: Grant & Rebekah Jenkins

CURRENT ZONING: R-1 (Suburban Residence)

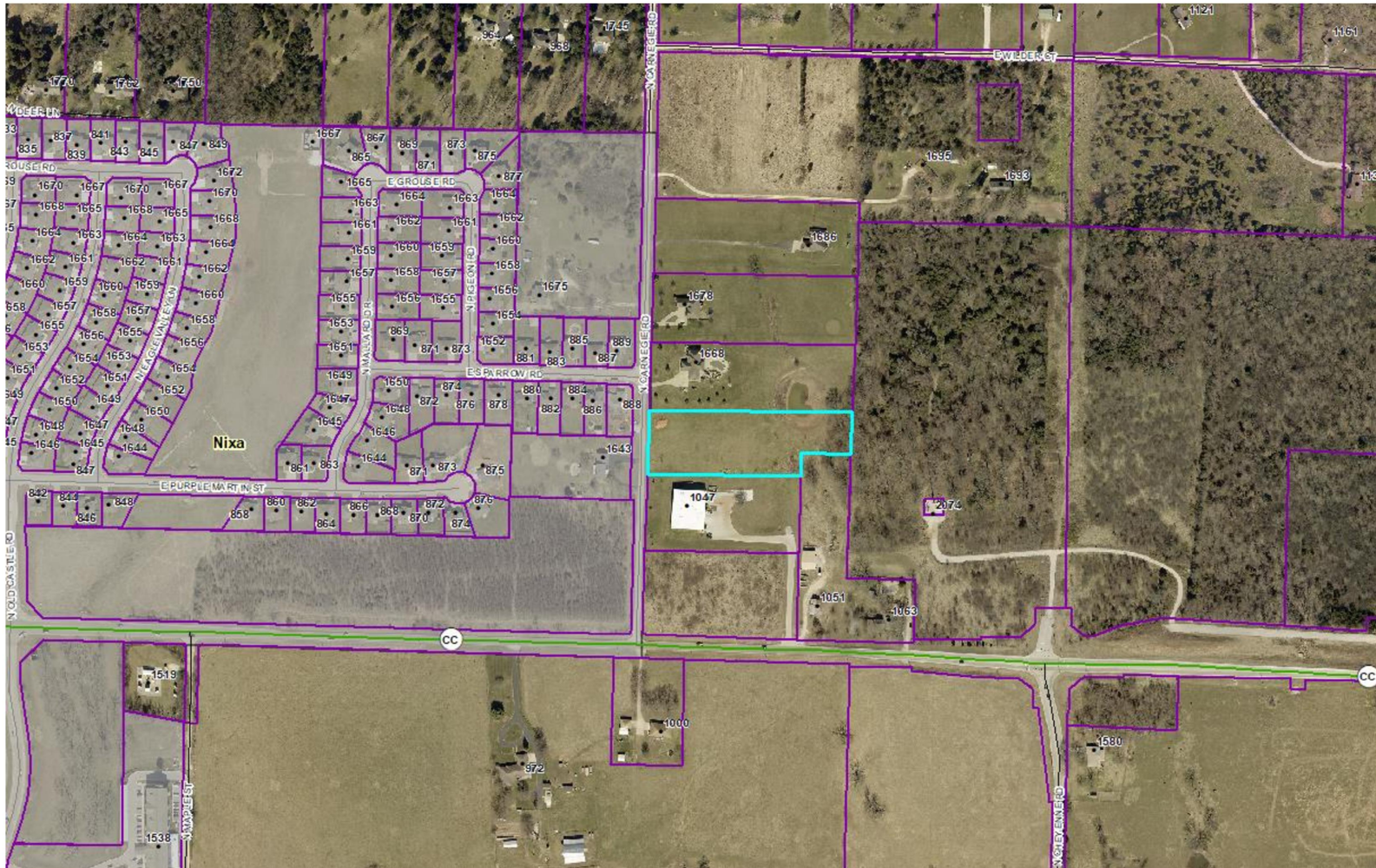
PROPOSED ZONING: A-R (Agricultural Residence)



1106 W. Jackson St., Ozark, MO 65721 (417) 581-7242



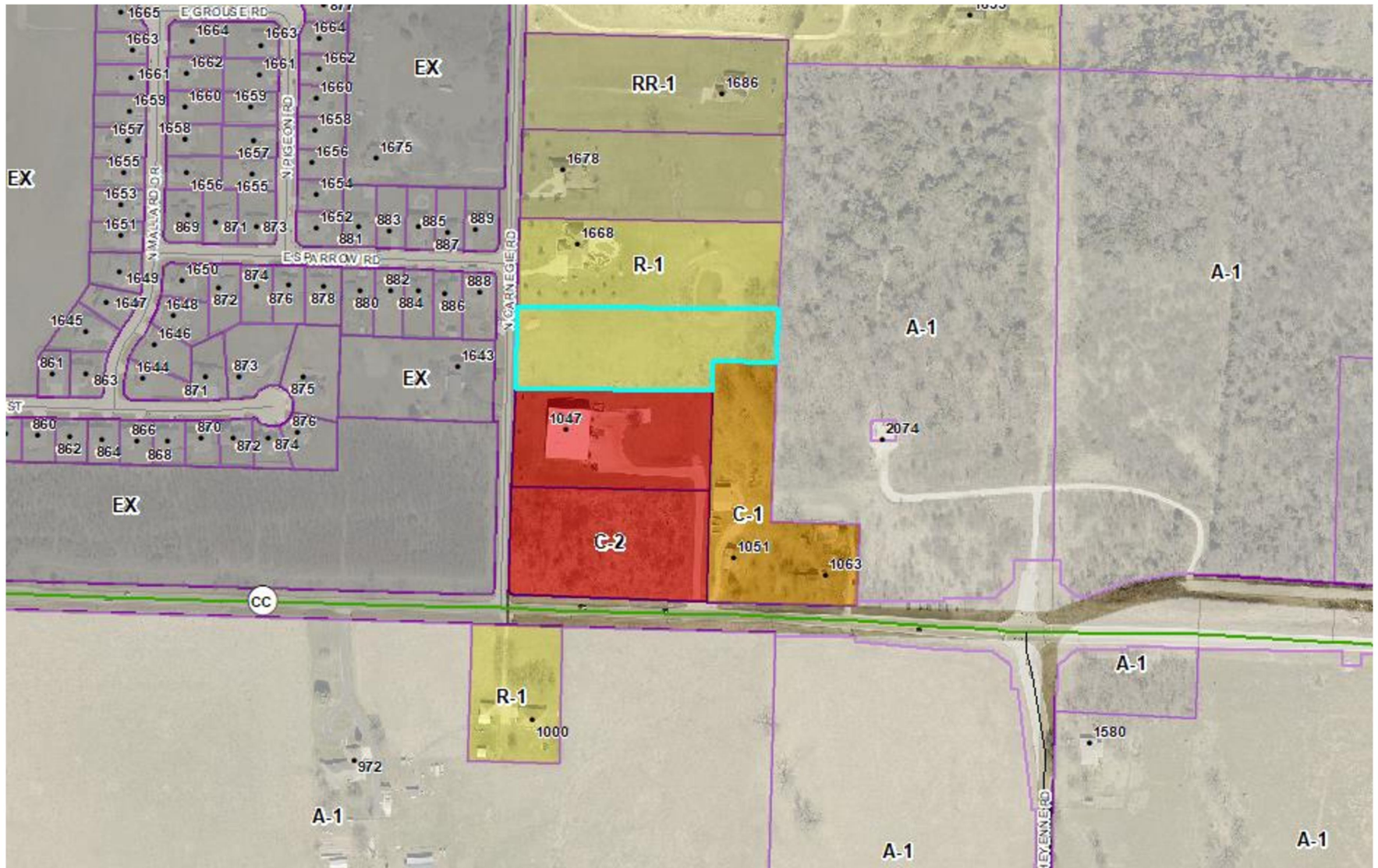
LOCATION: South of 1668 N. Carnegie Road, Nixa (Parcel 11-0.3-6-0-0-17)



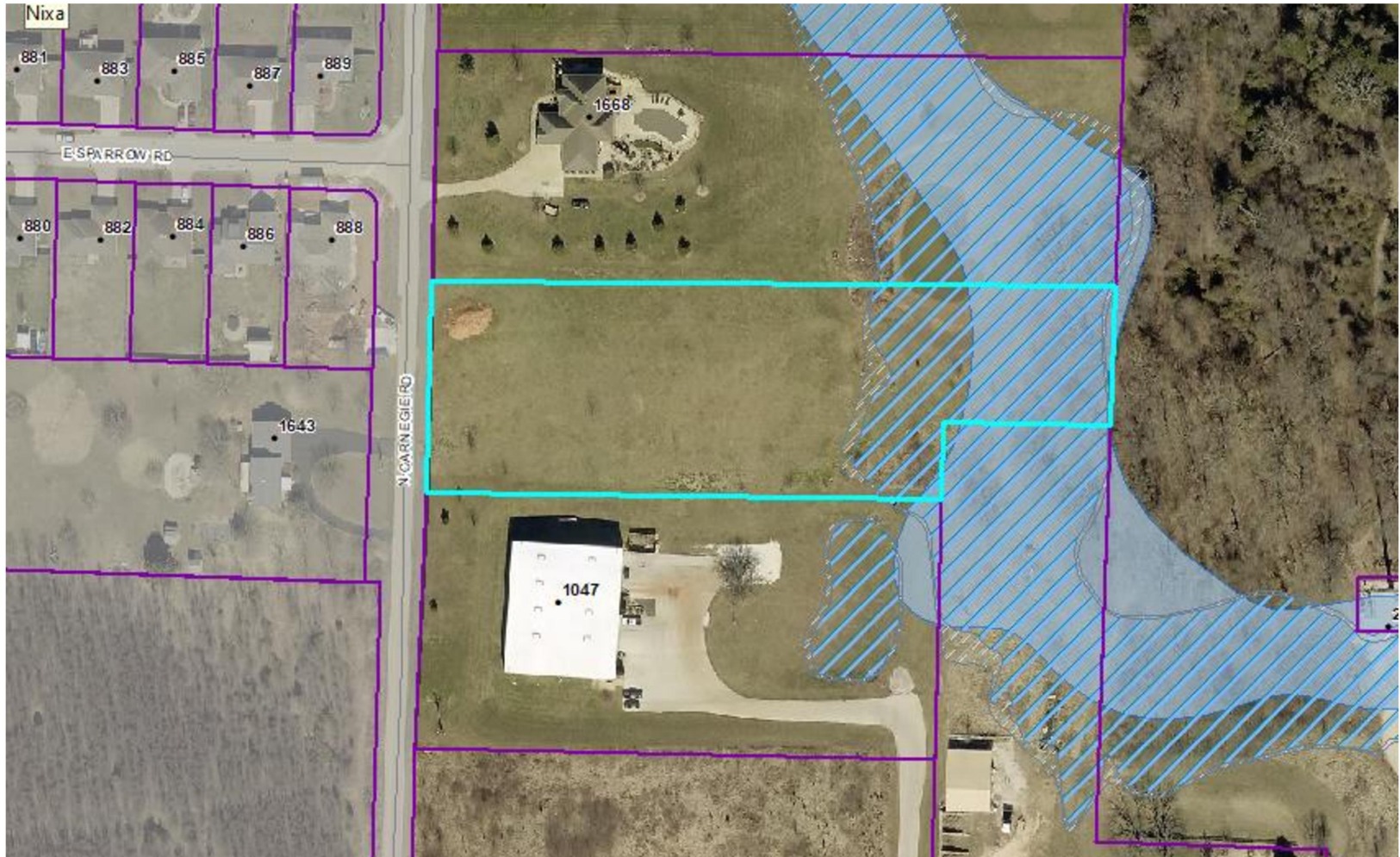
Surrounding uses includes single family, city limits of Nixa to the west (single family dwellings) and commercial to the south



Nearby Zoning



PROJECT DESCRIPTION: The applicant proposes the change in zoning classification for a 3-acre parcel from R-1 to A-R in order that it can be lawfully utilized for an agriculturally based use.



PLANNING / LAND USE ANALYSIS:

Land Use Plan:

Christian County's future land use plan notes this specific property is designated as future residential or future general commercial, as shown on the Figure A-2 within the 2009 Comprehensive Plan.

Compatibility:

The parcel to be re-zoned as A-R is located adjacent to agricultural, residential, and commercial properties. Single family dwellings are adjacent to the north and west.

Connectivity:

The property is fronted by North Carnegie Road and is classified as a "Collector" within the Ozarks Transportation Organization.



PROJECT/SITE ANALYSIS:

Landscaping and Buffering:

No specific provisions for landscaping or buffering have been offered or will be required at this time.

Building Design:

The property is vacant, any future structures would be permitted through the Building Inspections department.

Access:

Access to the property is within the county's jurisdiction and would be permitted through a county driveway permit.

Utility Services:

No utilities are currently at the site



ENVIRONMENTAL ANALYSIS:

Stormwater Impact:

Minimal stormwater impacts are anticipated.

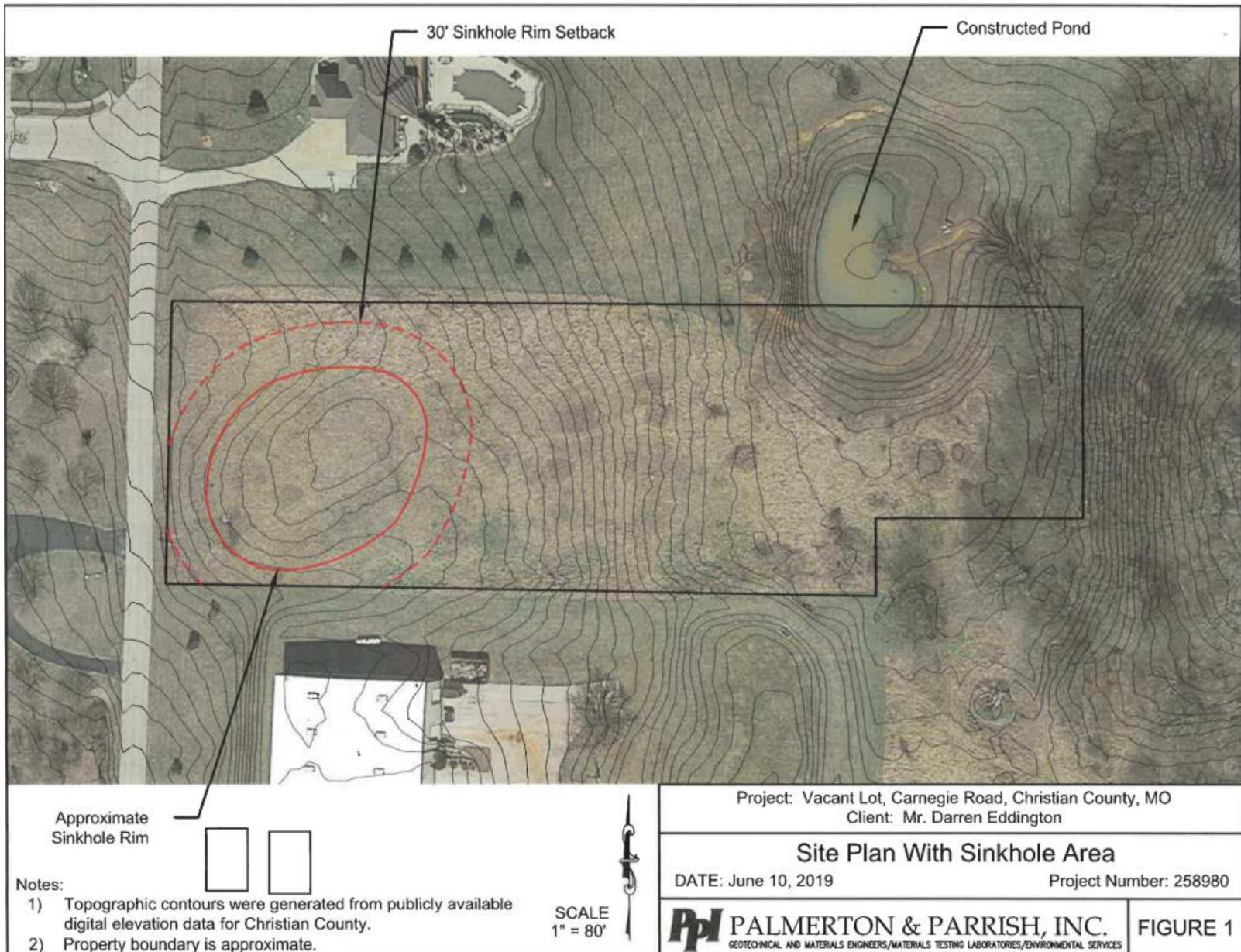
Groundwater Impact:

Minimal groundwater impacts are anticipated.

Floodplain/Sinkhole Impacts:

Mapped floodplain is present on the eastern side of the. A sinkhole, while not included on the county's map of sinkhole areas, was located on the western side of the property by Palmerton & Parrish, Inc





PUBLIC COMMENTS:

Members of the public noted concerns about livestock getting loose and the potential odor from the animals. Additionally, they felt that agricultural uses didn't belong near their residential subdivision.

STAFF COMMENTS:

This change will allow for a wider range of land uses on a parcel of land that is not desirable for the principal permitted uses in its current zoning district.

RECOMMENDATIONS:

The Planning and Zoning Commission reviewed this application at its March 21, 2022 meeting and provided opportunity for public comment.

The Commission voted unanimously to recommend approval of this rezoning request.



PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Request for Zoning Change

HEARING DATE: April 5, 2022

CASE NUMBER: 2022-0040

APPLICANT: Grant & Rebekah Jenkins

CURRENT ZONING: R-1 (Suburban Residence)

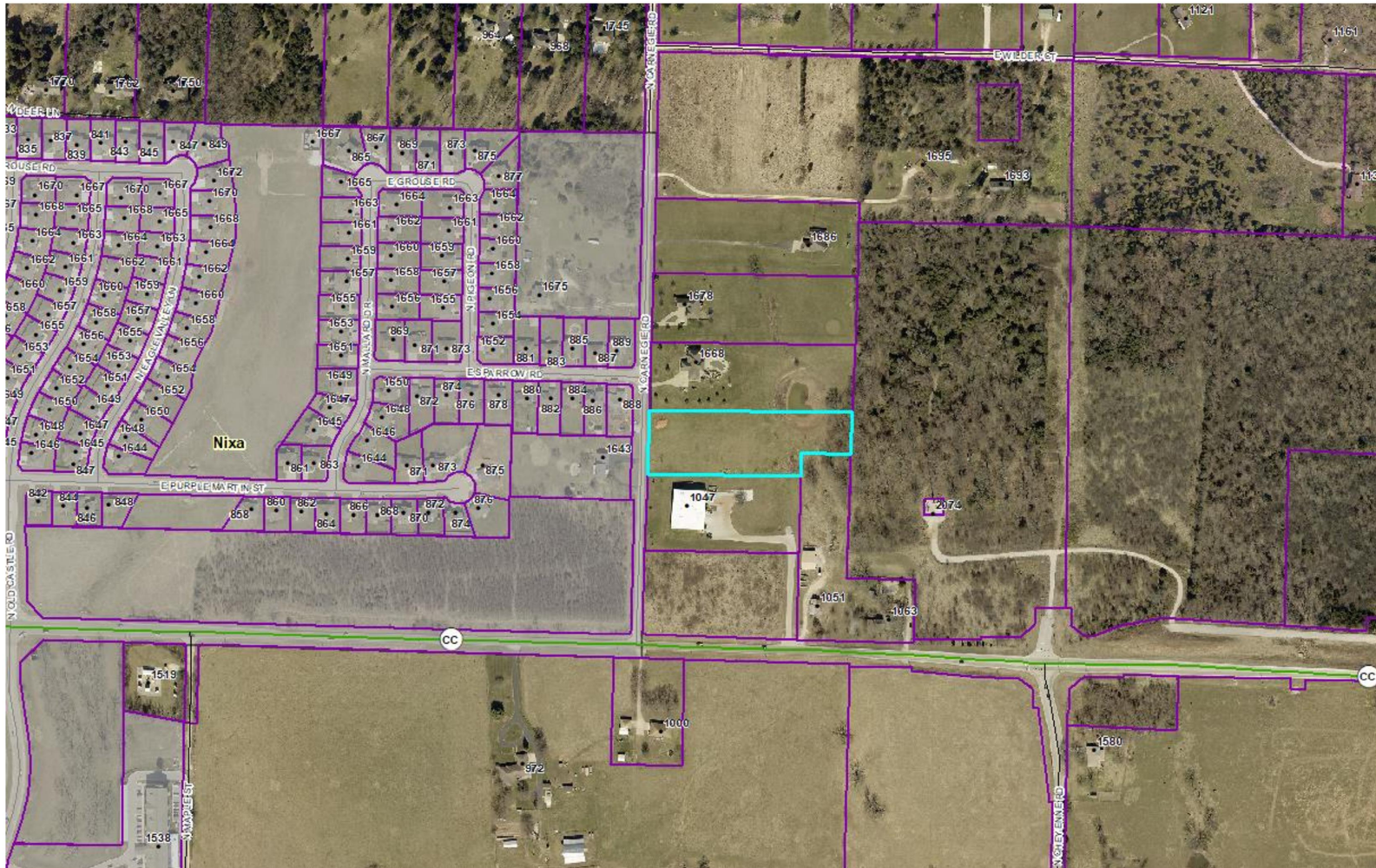
PROPOSED ZONING: A-R (Agricultural Residence)



1106 W. Jackson St., Ozark, MO 65721 (417) 581-7242



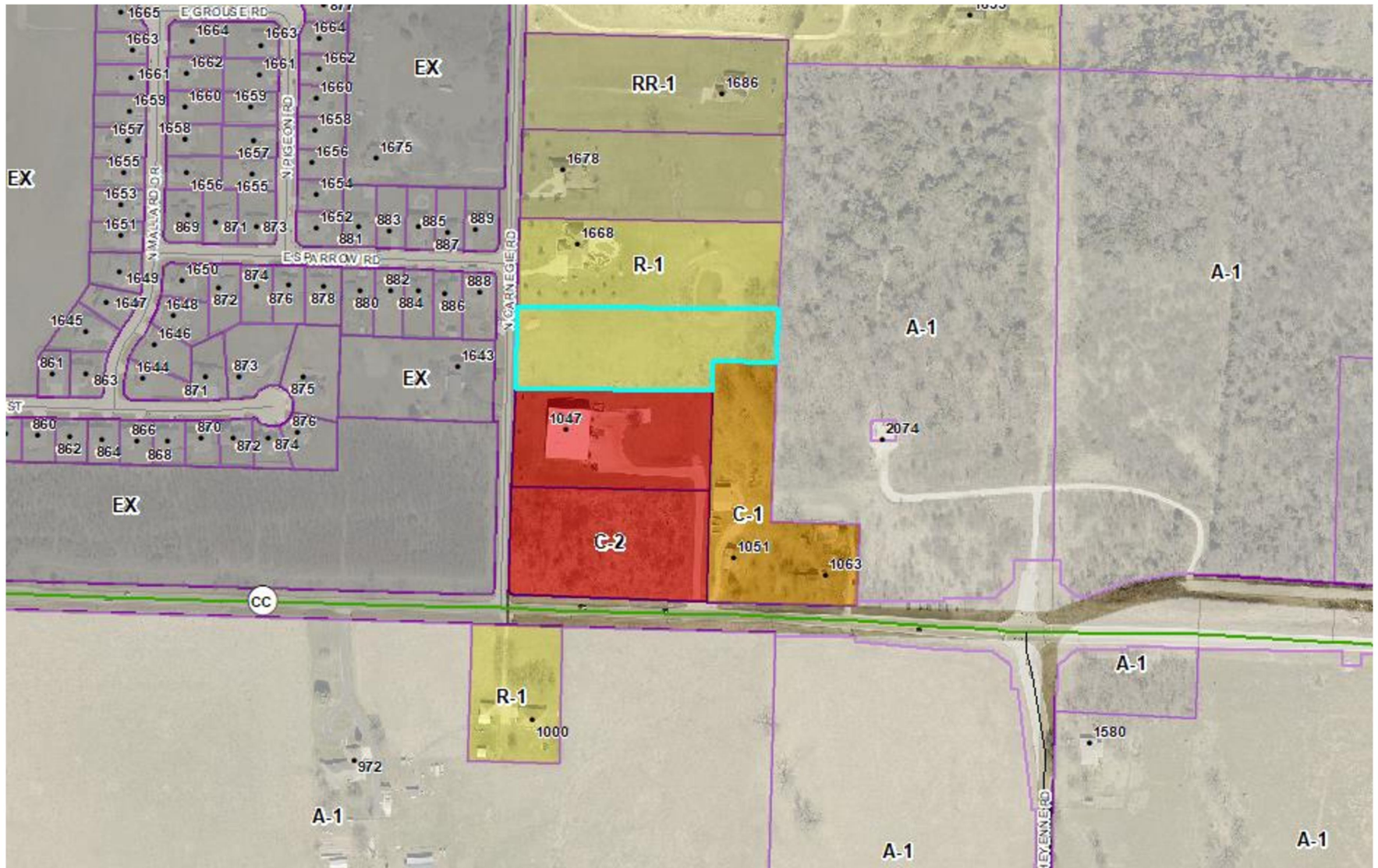
LOCATION: South of 1668 N. Carnegie Road, Nixa (Parcel 11-0.3-6-0-0-17)



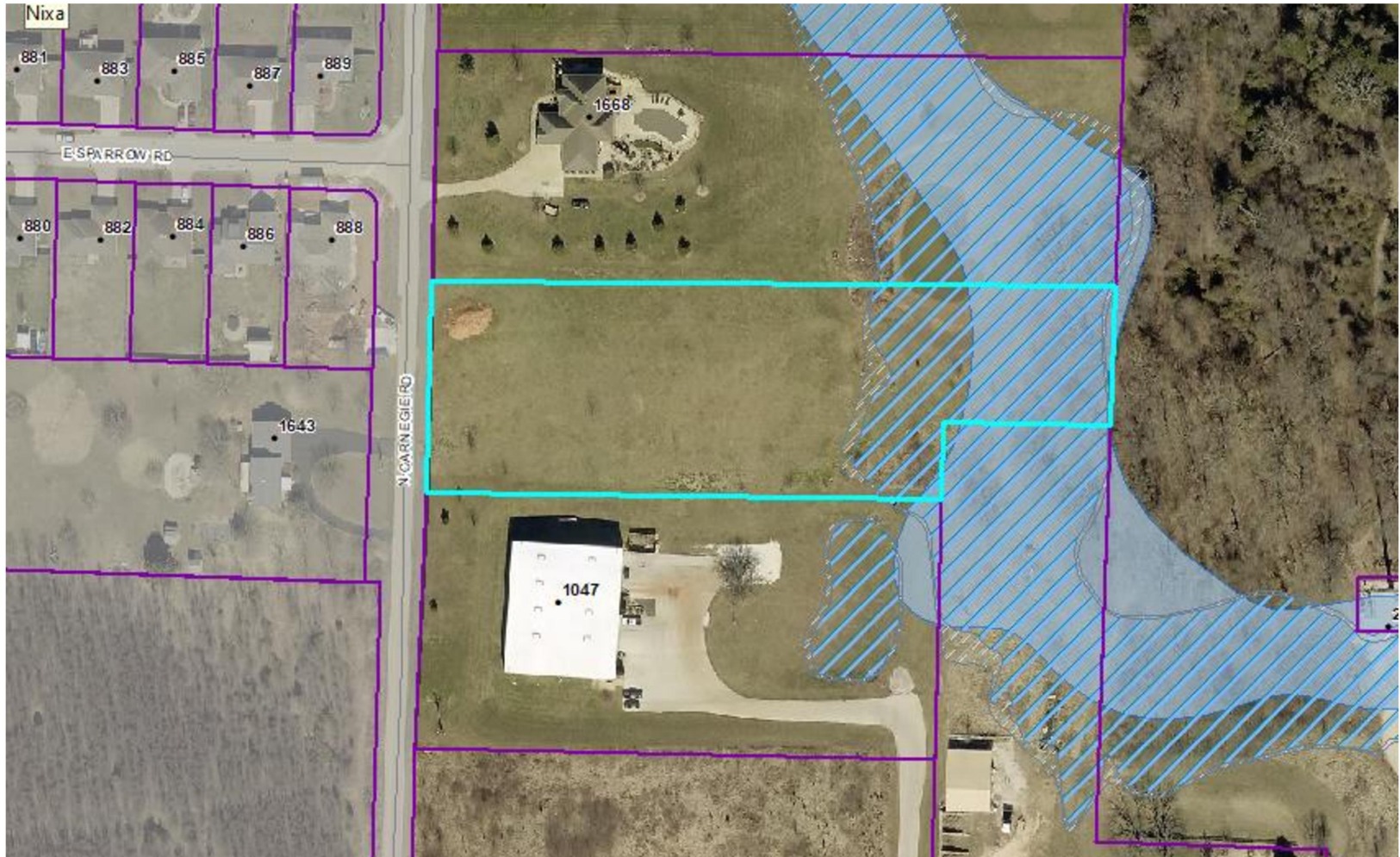
Surrounding uses includes single family, city limits of Nixa to the west (single family dwellings) and commercial to the south



Nearby Zoning



PROJECT DESCRIPTION: The applicant proposes the change in zoning classification for a 3-acre parcel from R-1 to A-R in order that it can be lawfully utilized for an agriculturally based use.



PLANNING / LAND USE ANALYSIS:

Land Use Plan:

Christian County's future land use plan notes this specific property is designated as future residential or future general commercial, as shown on the Figure A-2 within the 2009 Comprehensive Plan.

Compatibility:

The parcel to be re-zoned as A-R is located adjacent to agricultural, residential, and commercial properties. Single family dwellings are adjacent to the north and west.

Connectivity:

The property is fronted by North Carnegie Road and is classified as a "Collector" within the Ozarks Transportation Organization.



PROJECT/SITE ANALYSIS:

Landscaping and Buffering:

No specific provisions for landscaping or buffering have been offered or will be required at this time.

Building Design:

The property is vacant, any future structures would be permitted through the Building Inspections department.

Access:

Access to the property is within the county's jurisdiction and would be permitted through a county driveway permit.

Utility Services:

No utilities are currently at the site



ENVIRONMENTAL ANALYSIS:

Stormwater Impact:

Minimal stormwater impacts are anticipated.

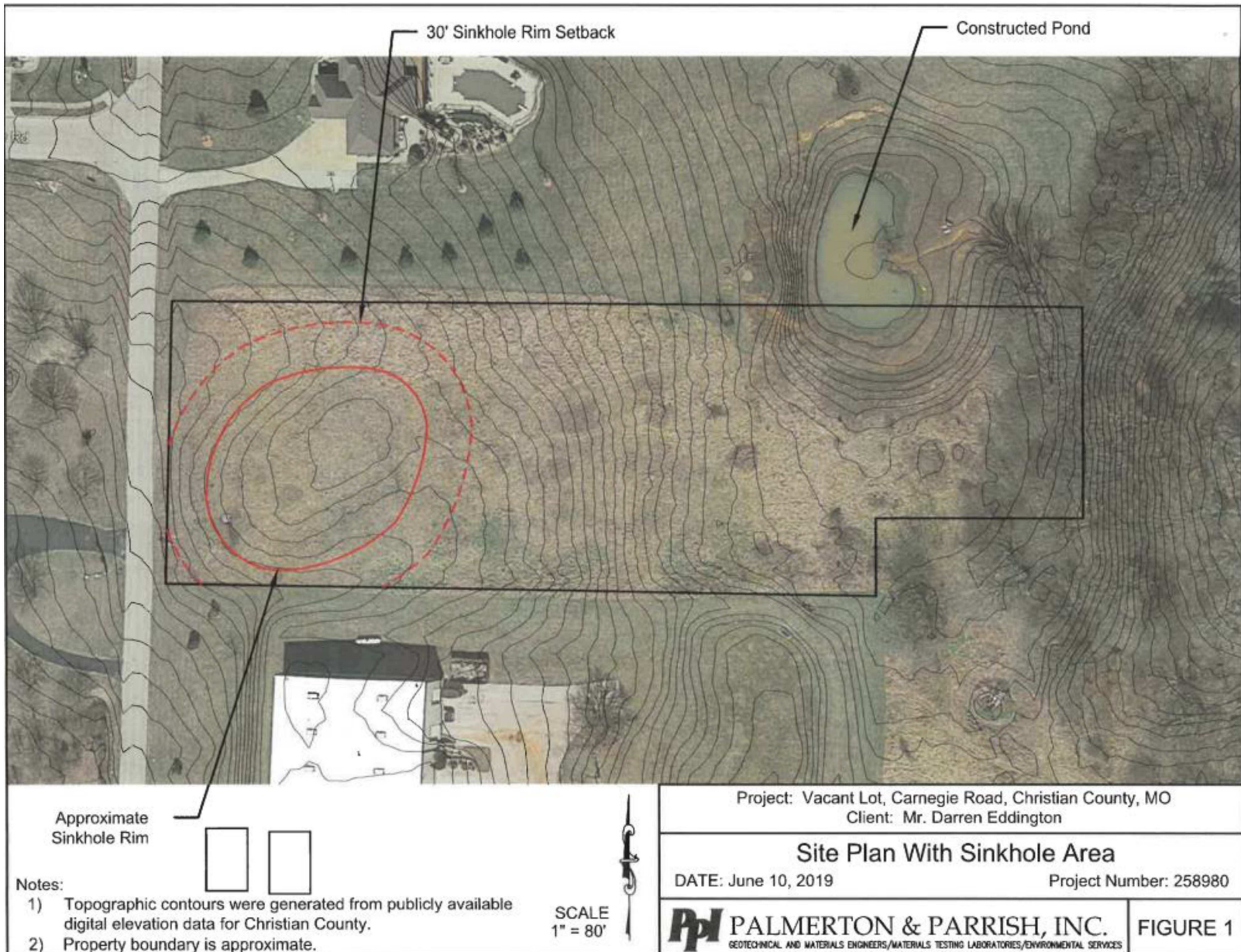
Groundwater Impact:

Minimal groundwater impacts are anticipated.

Floodplain/Sinkhole Impacts:

Mapped floodplain is present on the eastern side of the. A sinkhole, while not included on the county's map of sinkhole areas, was located on the western side of the property by Palmerton & Parrish, Inc





PUBLIC COMMENTS:

Members of the public noted concerns about livestock getting loose and the potential odor from the animals. Additionally, they felt that agricultural uses didn't belong near their residential subdivision.

STAFF COMMENTS:

This change will allow for a wider range of land uses on a parcel of land that is not desirable for the principal permitted uses in its current zoning district.

RECOMMENDATIONS:

The Planning and Zoning Commission reviewed this application at its March 21, 2022 meeting and provided opportunity for public comment.

The Commission voted unanimously to recommend approval of this rezoning request.



Request for Rezoning - North Carnegie Road

To Whom it May Concern:

We would like to change the zoning on the 3-acre property from R-1 to A-R. The property is situated with a variety of different zoned properties around it. There is residential R-1 to the north and west sides, Commercial on the south and Agriculture A-1 to the east. The property has been vacant for many years, it currently is grown up with bush and Locust thorn trees. I would like to change the zoning to A-R as we would like to keep livestock and or horses on the property and would like to be able eventually to place a barn on the property for agriculture purposes without the requirement of a residence. There will not be any expected negative impacts on water, waste water services, traffic, or the environment from the change of use. The change to abutting neighbors will be minimal, we plan to add a fence, and they will see livestock on the property instead of an overgrown bush and locust thorn trees. The acreage will be maintained.

The property has not yet been developed in an overall very desirable area and it is not ideal for a residence for the following two reasons.

1. Sink hole- There is a large sink hole that has been located in the front half of the property that eliminates a large portion of the "buildable" area of the property. A copy of the geologic evaluation from PPI is included with the application.
2. Flood plan – The back portion of the property resides in a flood plan eliminating the feasibility to build a residence in that area of the property. A copy of the flood plan is included with the application.

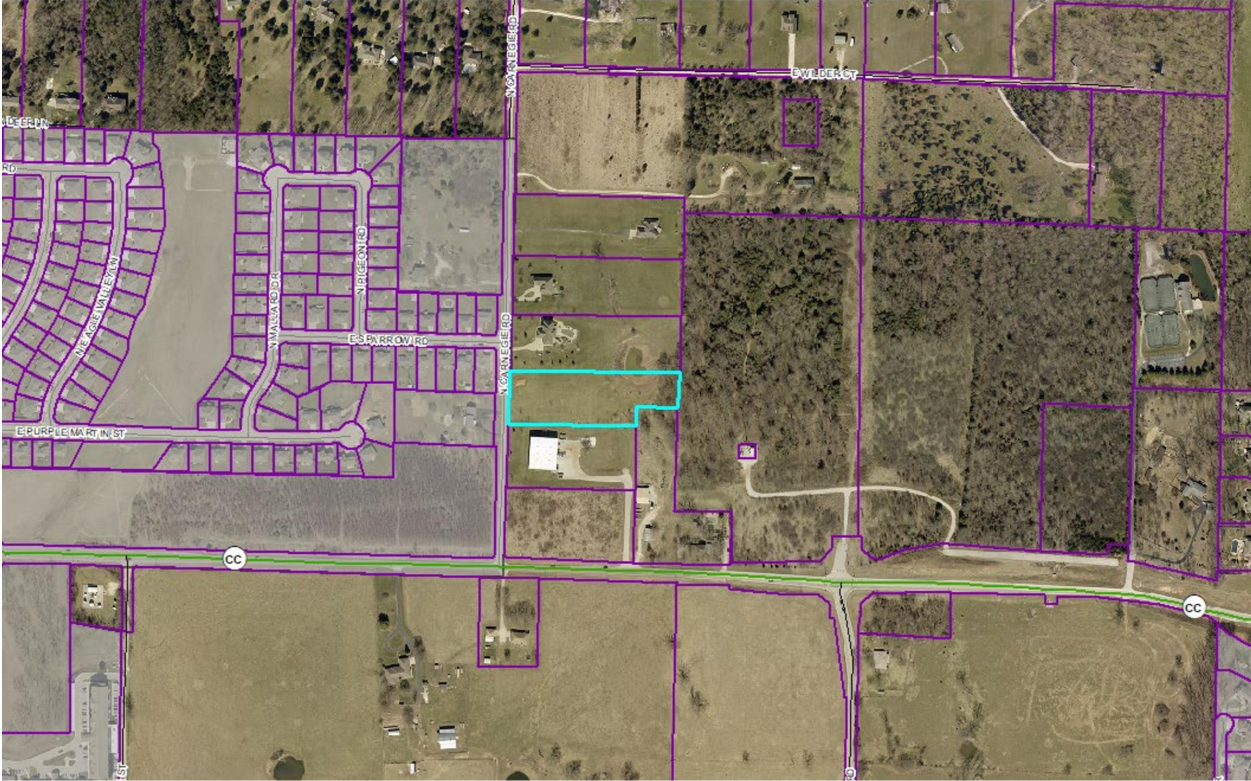
Although, it would be possible to build on the slope between the sinkhole and flood plan it is a much less desirable area and difficult to locate an area large enough for the residence, septic system and water well.

Respectfully,

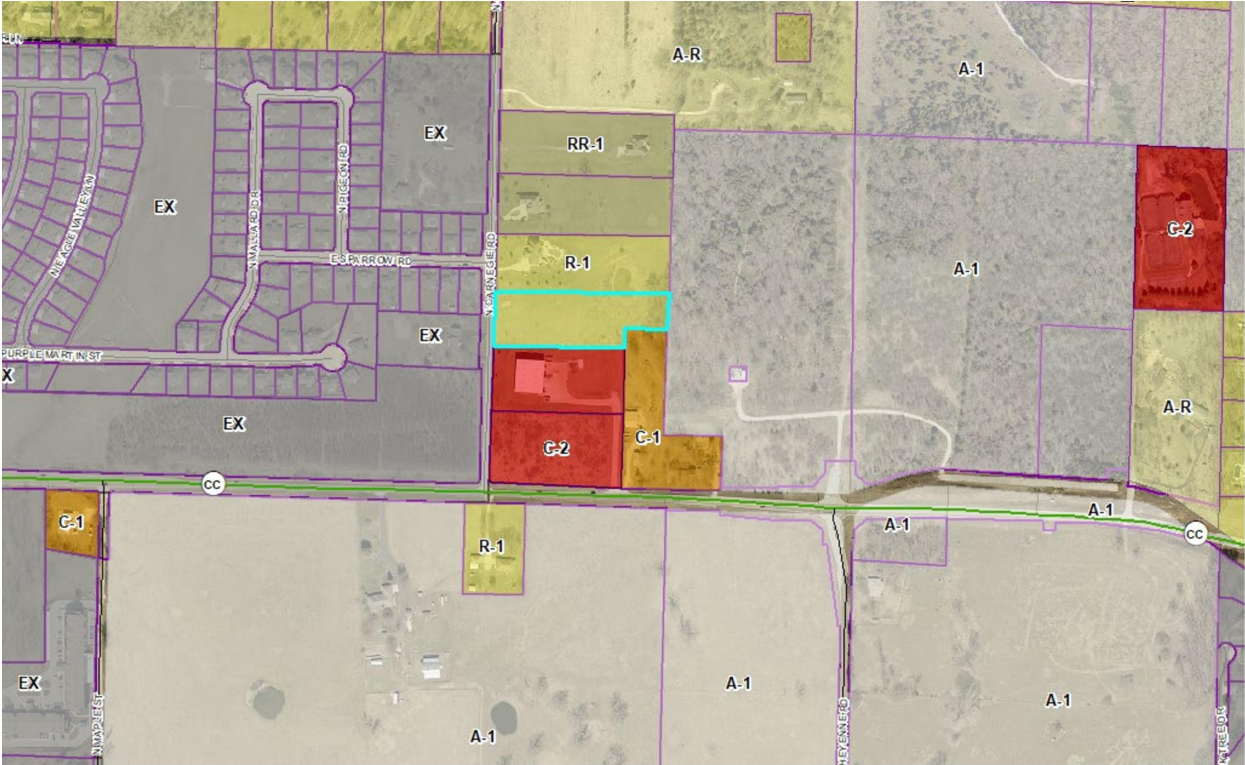
Grant and Rebekah Jenkins

Maps for case #2022-0040

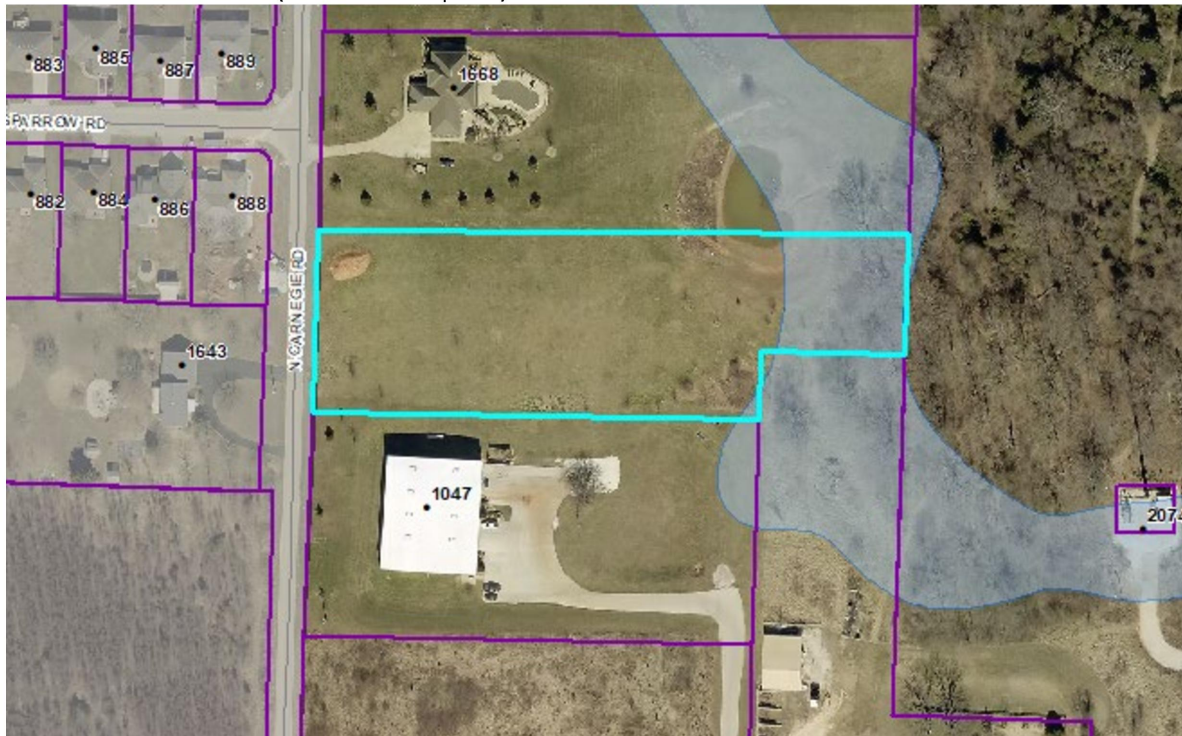
Aerial view of the general area



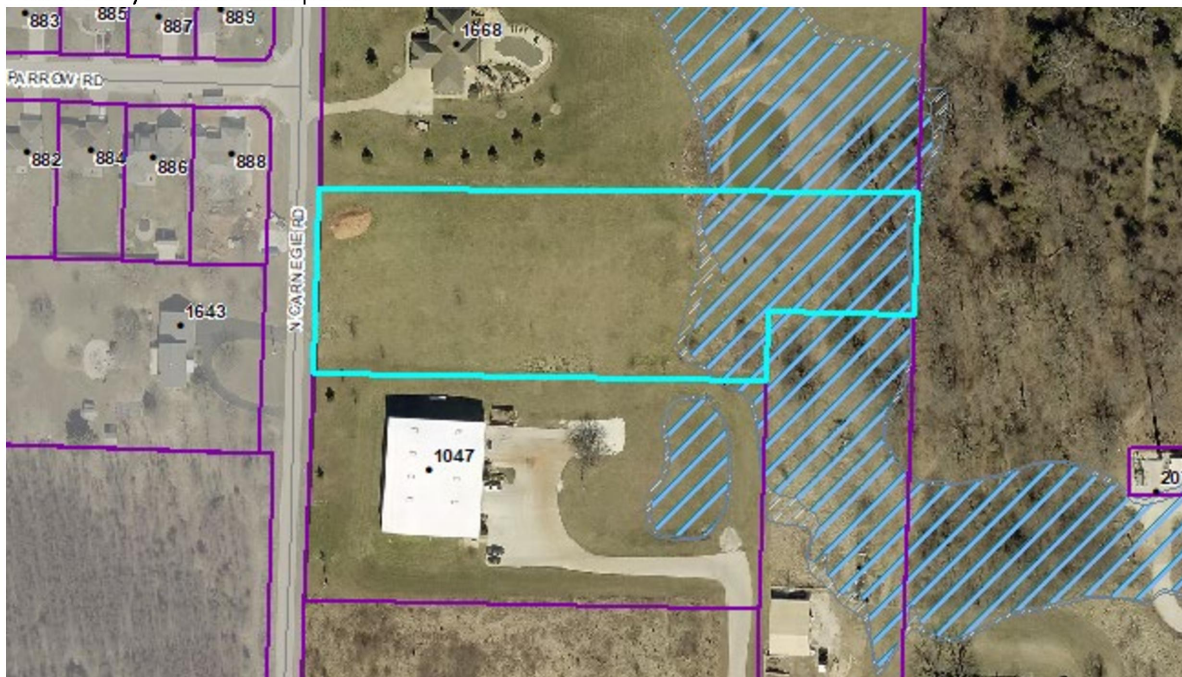
Current zoning in the area



Closer view of the site (current floodplain)



Preliminary Future Floodplain





Approximate
Sinkhole Rim



Notes:

- 1) Topographic contours were generated from publicly available digital elevation data for Christian County.
- 2) Property boundary is approximate.

SCALE
1" = 80'



Project: Vacant Lot, Carnegie Road, Christian County, MO
Client: Mr. Darren Eddington

Site Plan With Sinkhole Area

DATE: June 10, 2019

Project Number: 258980



PALMERTON & PARRISH, INC.
GEOTECHNICAL AND MATERIALS ENGINEERS/MATERIALS TESTING LABORATORIES/ENVIRONMENTAL SERVICES

FIGURE 1



**ORDER OF THE
CHRISTIAN COUNTY COMMISSION
OZARK, MISSOURI**

DATE ISSUED: April 5, 2022

SUBJECT: CASE NUMBER 2022-0040

TEXT:

GRANT & REBEKAH JENKINS petition the Christian County Commission to rezone 3.0 ACRES FROM R-1 (SUBURBAN RESIDENCE DISTRICT) TO A-R (AGRICULTURAL RESIDENCE DISTRICT) in order to lawfully permit land use compatible with surrounding parcels and be reflected as such on the Christian County Zoning Map located within Parcel 11-0.3-06-0-0-17.000 which is legally described as follows:

A PORTION OF LOT ONE (1) OF THE NORTHEAST FRACTIONAL QUARTER (NEFRL1/4) OF SECTION SIX (6), TOWNSHIP TWENTY-SEVEN (27) NORTH, RANGE TWENTY-ONE (21) WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT ONE (1) OF THE NORTHEAST FRACTIONAL QUARTER (NEFRL1/4) OF SECTION SIX (6); THENCE NORTH 89°28'17" WEST ALONG THE SOUTH LINE OF SAID LOT ONE (1) A DISTANCE OF 1291.82 FEET; THENCE NORTH 0°19'16" EAST, 545.95 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE CONTINUE NORTH 0°19'16" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF CARNAGIE ROAD A DISTANCE OF 221.68 FEET; THENCE SOUTH 89°22'58" EAST, 630.97 FEET; THENCE SOUTH 0°19'31" WEST, 167.27 FEET; THENCE NORTH 89°46'04" WEST 165.00 FEET; THENCE SOUTH 0°19'31" WEST 51.99 FEET; THENCE NORTH 89°32'38" WEST, 465.95 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED. ALSO KNOWN AS TRACT C ACCORDING TO MINOR SUBDIVISION, FILED IN SURVEY BOOK V PAGE 2026.

The Christian County Planning and Zoning Commission did, during public hearing on March 21, 2022, review this request and hear public comment. A motion to recommend approval of this change passed by a unanimous vote.

Now, therefore, after additional review of this case and having heard additional public comment the Christian County Commission did this day, upon a motion by Commissioner Bilyeu seconded by Commissioner Morris, vote unanimously to approve this request.

Done this 5th day of April, 2022, at 10:00 a.m.

CHRISTIAN COUNTY COMMISSION




Ralph Phillips
Presiding Commissioner

Yes X
Dated: 4/5/2022



Lynn Morris
Commissioner, Eastern District


Yes ✓
Dated: 4/5/22



Hosea Bilyeu
Commissioner, Western District

Yes ✓
Dated: 4-5-22

ATTEST:



Kay Brown
County Clerk

23385-000\ 383506.doc