

RESOLUTION NO. 2016-17

A RESOLUTION AUTHORIZING THE FUNDING OF UP TO \$15,440 FOR WINTER AND COMPANY INDEPENDENT TESTING OF THE PROPOSED DEVELOPMENT CODE BY THE DOWNTOWN CID, HEREBY REPLACING RESOLUTION NO. 2016-11

WHEREAS, the Downtown Community Improvement District (the "District"), which was formed on February 7, 2011, by Ordinance No. 20866 (the "Ordinance") of the City Council of the City of Columbia, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo., as amended ("the Act"); and

WHEREAS, 67.1461.1 of the Act grants the board of directors (the "Board of Directors") of the District the authority to possess and exercise all of the District's legislative and executive powers; and

WHEREAS, the Board had elected to contract with Winter and Company and fund up to \$15,440 for independent testing of the Proposed Development Code attached hereto as Exhibit A; and


WHEREAS, the Board of Directors desires to partner with other local organizations to participate in funding the independent testing, which are the Columbia Board of REALTORS (\$3,000) and Paul Land of Plaza Real Estate (\$1,000).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:


1. The Board of Directors hereby approves the funding and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, funding of up to \$15,440 in substantially the form as the Winter and Company proposal for a Professional Consultant to Test the Proposed Development Code attached hereto as Exhibit A.

2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 8th day of February 2016.


_____, Chairman of the Board of
Directors

(SEAL)
Attest:


_____, Secretary of the Board of Directors

**EXHIBIT A
TO RESOLUTION NO. 2016-17**

Proposal for Professional Consultant to Test the Proposed Development Code

Columbia, MO Code Testing Revised Scope of Work

Feb. 23, 2016

This document provides a revised scope of work based on discussions between Winter & Company and city staff following submission of our original proposal dated February 5, 2016.

PART 1: BACKGROUND REVIEW and ESTABLISHMENT OF TESTING CRITERIA/GOALS

1a: Develop an Understanding of the Project Background

Objective: To establish a working understanding of the draft code, the adoption process and the current issues related to it.

During this step, we will reacquaint ourselves with the draft code and also examine it more closely to identify any provisions that may be at issue, in terms of facilitating or inhibiting improvements to properties. While we will focus on the form-based code for downtown itself, we also will review general provisions in the citywide code that may be relevant. For example, sometimes a requirement for site improvements (such as utilities and parking) may appear in another section; or, the way in which phased projects is considered or how variances are considered may be in other sections.

We also will interview city staff, to gain a clear picture of the form in which they envision the code being adopted and to establish a comfortable working relationship to share information (as appropriate) during the course of the project.

Tasks:

- Review background information, including:
 - The draft code document
 - Other related comments and background information
 - Design Guidelines
- Conduct a briefing session (via webcam) with The District to identify issues and refine objectives.
- Interview city staff (via telephone) to develop an understanding of the current approach to adoption.

1b: Set the Parameters for Analysis

Objective: To establish specific standards to be considered in the testing.

To some extent the exact code document to be put into effect, should it be adopted, is a bit "fluid," because a memo written by Clarion in response to some of the concerns about the draft code indicates that some revisions would be appropriate to make straight away and further indicates that some others could be discussed for

potential action. Therefore, in order to use our time efficiently and test the most likely code, we need to determine which version of the code will actually be used. Our discussions with city staff will provide some information about this question and in a strategy call with representatives of the CID, we will then establish which code "version" to use.

Tasks:

- Determine if the code, as it is drafted, will be tested or if some revisions discussed in the Clarion memo will be incorporated as "assumed revisions."
- Summarize the assumed standards in a working memo.

1c: Identify Two Case Study Sites to be Tested

Objective: To establish development scenarios that are most likely to represent the different conditions for development that are of greatest concern. As the City is testing proposed student housing, this project will focus on other types of development.

In this step, we will work with you to determine the most "sensitive" cases that should be studied. We need to craft scenarios that are most likely to identify any issues with the code. We will begin with some of the specific concerns that have been raised by individual reviewers of the draft code, but we want to be certain that the site selection is an objective process. We will use the list of potential criteria that appears below as a starting point.

Tasks:

- Determine which variables will be used to select case study sites, such as:
 - Representing different locations in the Character Areas as described in the design guidelines
 - Representing the different Building Forms as described in the Regulating Plan of the draft code (to the extent possible)
 - Representing adaptive reuse and incremental alterations to existing buildings
 - Representing the areas with different height limits as proposed in the draft code
 - Representing different uses
 - Others to be determined in coordination with staff
- Select specific sites for testing
 - Two case studies to be developed, not including student housing which will be tested by the City
 - Develop memo, summarizing sites to be tested. (Note these may be "real," or "hypothetical" sites, depending upon what will be most appropriate.)

PART 2: LIMITED TESTING**2a: Develop Site Plans**

Objective: To craft up to two potential development projects which illustrate the effects of the code in different settings, to provide sufficient detail for testing physical character and economic feasibility

In this step, we will develop sketch site plans for the case study sites. The intent is to illustrate likely development projects and to provide sufficient detail such that our economics consultant can develop probable project costs to use in testing financial feasibility. The site plans will therefore include building footprints and site improvements, such as driveways, parking and landscaping. We will then draft a brief narrative of the project concept, again to provide sufficient detail so that our economics consultant can make reasonable cost estimates. This narrative will describe the uses in the buildings, the number of floors, general character and type of construction. General square footage allocations will also be included. In some cases, we may also provide photographs of analogous projects from our photo files. As a starting point, we will consider those photographs of recommended projects that were published in the design guidelines.

At the same time that the economic feasibility is being analyzed, we will provide comments on any basic design issues that may arise with respect to compliance with the new code. In doing so, we will consider the context of the property within the Character Areas that were identified in the voluntary design guidelines document as well as the general principles of compatible building for downtown Columbia that are described in the guidelines.

Tasks:

- Develop sketch site plans.
- Modify existing 3D SketchUp models (from the design guidelines document) as appropriate. If the existing models require significant modifications then new models would need to be generated at an additional cost.
- Develop description of each project, to include:
 - Uses
 - Floor area
 - Height
 - Materials
 - Site improvements

2b: Financial Feasibility Analysis (Pro Formas)

Objective: To test the economic feasibility of each scenario

Using the material developed in Part 2a, our economics consultant, Urban Advisors will analyze the feasibility of up to two development scenarios. To do so, they will

conduct phone interviews of local professionals in construction, design and development to gain an understanding of typical construction methods and probable costs that will inform the assumptions in the pro forma analysis. Urban Advisors have worked with us in similar capacities on numerous projects and we therefore can work efficiently with them in accomplishing this task. We will summarize the findings from this analysis in a memo, which includes the financial data produced by Urban Advisors as well as the visual materials related to each case study

Tasks:

- Collect base information related to local development costs.
- Generate feasibility analysis.
- Identify impacts of specific code requirements.
- Summarize findings.

2c: Identification of Additional Code Issues

Objective: To identify issues with the draft code provisions which discourage or prohibit development that is desirable, but that do not require design testing or financial feasibility analysis.

In addition to specific issues identified through the process described in Part 2b above, we will identify draft Code provisions that may prohibit or discourage development that is believed to be desirable. The identification of these issues will be based on our analysis of the draft Code document and informed by our discussions with City staff and the District.

Tasks:

- Identify problematic Code provisions (beyond those identified via case studies)

2d: Recommendations Memo

Objective: Document recommendations

We will prepare a memorandum outlining the recommended changes for the draft Code document based on analysis and discussions undertaken in the above tasks. The memo will focus on itemizing proposed recommendations for changes to the draft Code. The memorandum will not provide specific code language for insertion into the Code, but will provide sufficient information that staff can do so.

Tasks:

- Review findings of the analysis with The District to develop a consensus on recommended changes.
- Develop a draft memo outlining recommended changes to the code.

PART 3: ADDITIONAL TESTING

Objective: If authorized, to provide additional modeling and financial feasibility analysis.

If determined to be necessary based on discussions and analysis conducted in Parts 1 and 2 described above, Winter & Company and Urban Advisors will work through a similar process as described in 2a and 2b above to develop sketch site plans and financial feasibility analysis for two additional sites. Part 3 will only be conducted with staff authorization and additional allocated funding.

Columbia, MO Code Testing

Revised Cost Estimate

Feb. 23, 2016

PART 1:BACKGROUND REVIEW and ESTABLISHMENT OF TESTING CRITERIA/GOALS

- Develop understanding of project background
- Set parameters for analysis
- Identify case study sites

Personnel	Rate	Hours	Amount
Principal (Winter)	\$175.00	12	\$2,100.00
Senior Planner	\$120.00	24	\$2,880.00
Junior Planner	\$80.00	12	\$960.00

Total Fees, PART 1: **\$5,940.00**

PART 2:LIMITED TESTING

- Develop Site Plans
- Financial Feasibility Analysis
- Identification of Additional Code Issues
- Recommendations Memo

Personnel	Rate	Hours	Amount
Principal (Winter)	\$175.00	8	\$1,400.00
Principal (Starkie)	\$175.00	28	\$4,900.00
Senior Planner	\$120.00	8	\$960.00
Junior Planner	\$80.00	28	\$2,240.00

Total Fees, PART 2: **\$9,500.00**

TOTAL BASE FEES:

\$15,440.00

PART 3: ADDITIONAL TESTING

- Conduct site planning and analysis for 2 additional case study sites (if necessary)

Personnel	Rate	Hours	Amount
Principal (Winter)	\$175.00	6	\$1,050.00
Principal (Starkie)	\$175.00	14	\$2,450.00
Senior Planner	\$120.00	8	\$960.00
Junior Planner	\$80.00	14	\$1,120.00

Total Fees, PART 3 **\$5,580.00**

TOTAL FEES WITH ADDED SITES:

\$21,020.00

Additional Services

A1. On-site presentation, Winter & Co staff (includes expenses)	\$	2,700.00
A2. On-site presentation, Urban Advisors staff (includes expenses)	\$	2,700.00
A3. 3D Massing computer model (cost per site)	\$	800.00

**AGREEMENT TO TEST THE PROPOSED
DRAFT ZONING CODE FOR DOWNTOWN
COLUMBIA, MISSOURI**

This agreement is entered into the 18 day of March 2014
("effective date") by and between the Downtown Community Improvement District, hereinafter referred to as the "CID" and Winter & Company, hereinafter referred to as "Consultant" as follows:

1.0 RECITALS AND PURPOSE

- 1.1 The CID desires to engage the Consultant to test the proposed draft zoning code for Downtown.
- 1.2 The Consultant represents that it has the special expertise and background necessary to provide the CID with the services.

2.0 SCOPE OF SERVICES

The Consultant agrees to provide the CID with the specific professional services as set forth in the Consultant's scope of services attached hereto as Exhibit A. Exhibit A shall be subject to this Agreement and in the event of any conflict between the exhibit and this Agreement, the Agreement shall prevail.

3.0 COMPENSATION

- 3.1 The CID shall pay the Consultant for services under this agreement a total contract lump sum amount of \$15,440.00. Such fee shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, and outside consultant fees as set forth in Exhibit B. The scope of services and payment for the services shall only be changed by a properly authorized amendment to this Agreement. No CID employee has the authority to bind the CID with regard to any payment for any services, which exceeds the amount payable under the terms of this Agreement.
- 3.2 The Consultant shall submit a detailed invoice to the CID indicating the services performed for the specified time period. The CID shall pay the invoice within thirty (30) days of receipt provided such amounts are not in dispute or the subject of disputes. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation thereof.

4.0 PRODUCTION REPRESENTATION

- 4.1 The CID designates Katie Essing as the responsible CID staff member to provide direction to the Consultant during the conduct of the project. The Consultant shall comply with the directions given by Katie Essing.
- 4.2 The Consultant designates Noré Winter as the Principal in Charge. The CID may rely upon the guidance, opinions, and recommendations provided by the Consultant and its representatives.

5.0 TERM

- 5.1 The Consultant's services under this Agreement shall commence upon execution of this Agreement by the CID and the Consultant.

6.0 INSURANCE

- 6.1 The Consultant shall procure and maintain the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Consultant to maintain such continuous coverage.

6.1.1 Evidence of Workers' Compensation insurance or qualified self-insured status shall be provided, if requested.

6.1.2 General Liability insurance with bodily injury and property damage each occurrence TWO MILLION DOLLARS (\$2,000,000) and general aggregate FOUR MILLION DOLLARS (\$4,000,000).

6.1.3 Comprehensive Automobile Liability insurance with maximum combined single limits for bodily injury and property damage of not more than ONE MILLION DOLLARS (\$1,000,000) in any one occurrence with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services.

6.1.4 Professional liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) against claims arising out of work provided for in this agreement.

7.0 INDEMNIFICATION

The Consultant agrees to defend and save harmless the CID, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against

it by reason of any negligent action or omission of the Consultant, its agents, or employees and with respect to the degree to which the CID is free from negligence on the part of itself, its employees and agents.

Except as provided above, the CID agrees to defend and indemnify and save harmless the Consultant, its officers, agents and employees against all claims, demands, payments, suits, action, recovery and judgments of every kind and description arising out of any valuation disputes, or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in Agreement, negligence or otherwise to the extent that the Consultant is free from negligence on the part of itself, it's employees and agents.

8.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the United States.

9.0 WORK PRODUCT/CONFIDENTIALITY

9.1 It is agreed that any and all information disclosed to the Consultant by the CID in connection with this Agreement, as well as any ideas, concepts, know-how, or techniques developed for the CID in the performance of this Agreement, will be held confidential by the Consultant and will not be disclosed to any other party without the express consent of the CID or otherwise required by law.

10.0 INDEPENDENT CONSULTANT

Consultant's personnel shall be and remain an independent consultant with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurances, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Consultant for work performed under the terms of this Agreement. Consultant further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized by state or federal officials. Consultant also agrees to indemnify and hold harmless the CID from contributions or taxes or liability.

11.0 ASSIGNMENT

Neither the Consultant nor the CID shall assign, transfer or delegate its interest in the Agreement or any portion thereof, or any monies due to or become due hereunder without the prior written consent of the other.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party, not caused by any action or omission of the terminating party. Terminating party will give the other party written notice at least fifteen (15) days in advance of the termination date.

13.2 In addition to the foregoing, this Agreement may be terminated by the CID for its convenience and without cause for any reason by giving written notice to the Consultant at least seven (7) days in advance of the termination date. In the event of such termination, the consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount of the Fee as set forth in Section 3.0 of this Agreement, and upon such payment, all obligations of the CID to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies, which may be available to it.

14.0 INSPECTION

The CID and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

15.0 PUBLICATION REPRODUCTION AND USE OF MATERIAL

The Consultant may include copyrighted text and illustrations, produced in work prior to this contract with the CID, which the Consultant relies upon to provide a custom-tailored product at the lowest possible price. Therefore, it is agreed that all original text and drawings produced by the Consultant prior to this contract, shall be the property of the Consultant.

The CID, in its sole discretion, may use elements of all reports and drawings that are produced for the CID in the course of the Code testing project in additional documents that it may choose to develop and make available for use within the community, state or nation, as long as such documents are for use of furthering the purpose and understanding of the original document. This use will require no additional compensation to the Consultant.

Consultant agrees that the CID is subject to all applicable public records laws. Use and publication of consultant's reports, drawings and other work produced in compliance with such public records laws will not be deemed a default under this Agreement.

16.0 ENFORCEMENT

The laws of Missouri shall govern the formation, interpretation, and performance of this Agreement. No lawsuit pertaining to any matter under or growing out of this Agreement shall be instituted in any state other than Missouri.

17.0 COMPLIANCE WITH LAW

Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules and regulations of the CID for payment of all applicable taxes, and obtaining and keeping in force all applicable permits and approvals.

18.0 INTEGRATION AND AMENDMENT

Any changes to the terms and conditions as outlined herein must be mutually agreed upon by and between the parties and shall be incorporated in written amendments hereto, executed with the same formalities as this Agreement. No amendment or modification of this Agreement shall be effective until executed by the parties.

19.0 SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, then such provision shall be deemed stricken and the remaining provisions shall remain in full force and effect.

20.0 ASSIGNMENT


This Agreement shall be binding upon each of the parties, their successors, executors, administrators and assigns. The Consultant shall not assign, sublet, contract, or otherwise transfer its interest, in whole or in part, in this Agreement without the express written consent of the CID. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CID.

21.0 ACCEPTANCE

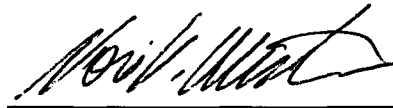
Acceptance of performance is a condition of the Agreement. It shall be understood and agreed that an agent designated by the CID shall determine the satisfactory quality of the services and/or materials furnished under the Agreement. Failure to meet performance requirements as determined by the CID is a reason for termination of the Agreement.

CLIENT:
DOWNTOWN COMMUNITY
IMPROVEMENT DISTRICT
11 S. Tenth Street
Columbia, MO 65201
(573) 442-6816

CONSULTANT:
WINTER & COMPANY
1265 Yellow Pine Avenue
Boulder, CO 80304
(303) 440-8445

By 

Katie Essing
Director

By 

Noré V. Winter
Principal

EXHIBIT A: SCOPE

PART 1: BACKGROUND REVIEW and ESTABLISHMENT OF TESTING CRITERIA/GOALS

1a: Develop an Understanding of the Project Background

Objective: To establish a working understanding of the draft code, the adoption process and the current issues related to it.

During this step, we will reacquaint ourselves with the draft code and also examine it more closely to identify any provisions that may be at issue, in terms of facilitating or inhibiting improvements to properties. While we will focus on the form-based code for downtown itself, we also will review general provisions in the citywide code that may be relevant. For example, sometimes a requirement for site improvements (such as utilities and parking) may appear in another section; or, the way in which phased projects is considered or how variances are considered may be in other sections.

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 - o The draft code document
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 - o Design Guidelines
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- Interview city staff (via telephone) to develop an understanding of the current approach to adoption.

1b: Set the Parameters for Analysis

Objective: To establish which specific standards will be considered in the testing.

To some extent the exact code document to be put into effect, should it be adopted, is a bit “fluid,” because a memo written by Clarion in response to some of the concerns about the draft code indicates that some revisions would be OK to make straight away and further indicates that some others could be discussed for potential action. Therefore, in order to use our time efficiently and test the most likely code, we need to determine “which” version of the code will actually be used. Our discussions with city staff will provide some information about this question and in a strategy call with representatives of the CID, we will then establish which code “version” to use.

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- Determine if the code, as it is drafted, will be tested or if some revisions discussed in the Clarion memo will be incorporated as “assumed revisions.”
- Summarize the assumed standards in a working memo.

1c: Identify Two Case Studies to be Tested

Objective: To establish a range of development scenarios that are most likely to represent the different conditions for development that are of greatest concern. As the City is testing proposed student housing, this project will focus on other types of development.

In this step, we will work with you to determine the most “sensitive” cases that should be studied. We need to craft scenarios that are most likely to identify any issues with the code. We will begin with some of the specific concerns that have been raised by individual reviewers of the draft code, but we want to be certain that the site selection is an objective process. We will use the list of potential criteria that appears below as a starting point.

Tasks:

- Determine which variables will be used to select case study sites, such as:
 - o Representing different locations in the Character Areas as described in the design guidelines
 - o Representing the different Building Forms as described in the Regulating Plan of the draft code (to the extent possible)
 - o Representing adaptive reuse and incremental alterations to existing buildings
 - o Representing the areas with different height limits as proposed in the draft code
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 - o Others to be determined in coordination with staff
- Select specific sites for testing
 - o Two case studies to be developed, not including student housing which will be tested by the City
 - o Develop memo summarizing sites to be tested. (Note these may be “real,” or “hypothetical” sites, depending upon what will be more appropriate.)

PART 2: LIMITED TESTING

2a: Develop Site Plans/Models

Objective: To craft up to two potential development projects which illustrate the effects of the code in different settings, to provide sufficient detail for testing physical character and economic feasibility

In this step, we will develop sketch site plans of the case studies. The intent is to illustrate likely development projects and to provide sufficient detail such that our economics consultant can develop probable project costs to use in testing financial feasibility. The site plans will therefore include building footprints and site improvements, such as driveways, parking and landscaping.

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Tasks:

- Develop sketch site plans.
- Modify existing 3D SketchUp models (from the design guidelines document) as appropriate. If the existing models require significant modifications then new models would need to be generated at an additional cost.
- Develop description of each project, to include:
 - o Uses
 - o Floor area
 - o Height
 - o Materials
 - o Site improvements

2b: Financial Feasibility Analysis (Pro Formas)

Objective: To test the economic feasibility of each scenario

Using the material developed in Part 2a, our economics consultant, Urban Advisors, will analyze the feasibility of up to two development scenarios. To do so, they will conduct phone interviews of local professionals in construction, design and development to gain an understanding of typical construction methods and probable costs that will inform the assumptions in the pro forma analysis. Urban Advisors have worked with us in similar capacities on numerous projects and we therefore can work efficiently with them in accomplishing this task. We will summarize the findings from this analysis in a memo, which includes the financial data produced by Urban Advisors as well as the visual materials related to each case study

Tasks:

- Collect base information related to local development costs.
- Generate feasibility analysis.
- Identify impacts of specific code requirements.
- Summarize findings.

2c: Identification of Additional Code Issues

Objective: To identify issues with the draft code provisions which discourage or prohibit development that is desirable, but that do not require design testing or financial feasibility analysis.

In addition to specific issues identified through the process described in Part 2b above, we will identify draft Code provisions that may prohibit or discourage development that is believed to be desirable. The identification of these issues will be based on our analysis of the draft Code document and informed by our discussions with City staff and the District.

Tasks:

- Identify problematic Code provisions (beyond those identified via case studies)

2d: Recommendations Memo

Objective: Document recommendations

We will prepare a memorandum outlining the recommended changes for the draft Code document based on analysis and discussions undertaken in the above tasks. The memo will focus on itemizing proposed recommendations for changes to the draft Code. The memorandum will not provide specific code language for insertion in the Code, but will provide sufficient information that staff can do so.

Tasks:

- Review findings of the analysis with The District to develop a consensus on recommended changes.
- Develop a draft memo outlining recommended changes to the code.
- Present final recommendations.

EXHIBIT B

Columbia, MO Code Testing Revised Cost Estimate

PART 1:BACKGROUND REVIEW and ESTABLISHMENT OF TESTING CRITERIA/GOALS

- Develop understanding of project background
- Set parameters for analysis
- Identify case study sites

Personnel	Rate	Hours	Amount
Principal (Winter)	\$175.00	12	\$2,100.00
Senior Planner	\$120.00	24	\$2,880.00
Junior Planner	\$80.00	12	<u>\$960.00</u>

Total Fees, PART 1: **\$5,940.00**

PART 2:LIMITED TESTING

- Develop Site Plans
- Financial Feasibility Analysis
- Identification of Additional Code Issues
- Recommendations Memo

Personnel	Rate	Hours	Amount
Principal (Winter)	\$175.00	8	\$1,400.00
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Total Fees, PART 2: **\$9,500.00**

TOTAL BASE FEES: \$15,440.00