

**RESOLUTION NUMBER 7797**

**WHEREAS**, the City was approved for a grant from the Nebraska Department of Economic Development's ("NDED's") Planning Opportunity Community Development Block Grant ("CDBG") Program (25-PP-001) in the amount of Fifty-Three Thousand Dollars (\$53,000.00) to update the City's comprehensive plan; and

**WHEREAS**, the Mayor and City Council of the City of Beatrice desire to enter into a Professional Services Agreement with Confluence to develop the updated comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

**SECTION 1.** That the Mayor and City Clerk be authorized and directed to execute any and all contracts, or other documents between the City of Beatrice and Confluence to develop the updated comprehensive plan.

**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 18<sup>th</sup> day of May, 2026.

Attest:

  
\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk


  
\_\_\_\_\_  
Robert Morgan, Mayor

Exhibit "A"

CONFLUENCE

May 14, 2026

Tobias J. Tempelmeyer, City Administrator  
City of Beatrice  
400 Ella Street,  
Beatrice, NE 68310  
[ttempelmeyer@beatrice.ne.gov](mailto:ttempelmeyer@beatrice.ne.gov)

**RE: Beatrice, NE Comprehensive Plan Consulting Services, Beatrice, NE, 26170  
Professional Services Agreement**

Mr. Tobias Tempelmeyer:

We are pleased to submit this professional Services agreement for Landscape Architectural Services as provided herein between City of Beatrice, Nebraska (*Client*) and Confluence (*Landscape Architect*). Please return one copy of the executed agreement to Confluence. We are looking forward to working on your Project!

### **Project**

The primary purpose of the project is to develop a long-range, community-supported "roadmap" and Comprehensive Plan to guide the City of Beatrice through the year 2050. The plan is designed to:

- **Guide Growth:** Serve as a decision-making framework for future land use, economic development, housing, transportation, and public services.
- **Enhance Quality of Life:** Improve community amenities and infrastructure through strategic planning.
- **Establish a Vision:** Define a sustainable long-term vision for the City that addresses evolving community needs while preserving unique local features.
- **Fulfill Statutory Requirements:** Update the previous plan (last fundamentally completed in 2001 with 2006 and 2016 updates) to ensure the City remains compliant and positioned for continued success.

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City, as part of its 2025 CDBG grant agreement with the Department, under contract number 25PP001, has been awarded CDBG funds for the purposes set forth herein.

[thinkconfluence.com](http://thinkconfluence.com)

## Article 1: Landscape Architectural Services

- 1.1 Scope of Services. The Scope of Landscape Architectural Services to be provided under this agreement are detailed in "Exhibit B".
- 1.2 Supplemental Services. Supplemental Services are detailed in "Exhibit B." Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation (either on the hourly basis stated in "Exhibit C" or on the basis of a negotiated sum) beyond the Compensation stated in Article 4 Landscape Architect Compensation.
- 1.3 Standard of Care. The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.
- 1.4 Coordination. The Landscape Architect shall coordinate the Services of its consultants and shall cooperate with the Client's representatives and separate consultants in the best interest of the Project.
- 1.5 Representations. The Landscape Architect represents that it and its consultants have and shall maintain through the performance of the Landscape Architectural Services under this agreement the requisite licenses, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located.
- 1.6 Approval of Services/Changes to Approved Services. The Landscape Architect shall proceed with a phase or design package of the Landscape Architecture Services only after receiving the Client's approval of the Services and deliverables provided in the previous phase and authorization to proceed into the next phase. Revisions to drawings or other documents shall constitute Supplemental Services made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.
- 1.7 Opinions of Probable Construction Costs. Opinions of probable construction costs provided by the Landscape Architect are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed to in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.
- 1.8 Certifications. The Client shall not request certifications which would require legal opinions or knowledge or services beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.

- 1.9 Construction Safety. The presence of the Landscape Architect, its employees, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or regulatory health or safety requirements, if any. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

## **Article 2: Client's Responsibilities**

- 2.1 Program. The Client shall provide the detailed Project description and budget parameters designated "Exhibit A" and attached hereto.
- 2.2 Information
- 2.2.1 The Client shall provide site surveys and legal information, including as applicable: written legal description of site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any.
  - 2.2.2 The Client shall provide for the Landscape Architect's right to enter from time to time, property owned by the Client or others so the Landscape Architect may perform the Landscape Architectural Services.
  - 2.2.3 The Client shall be responsible for all legal, accounting, and insurance Services the Client may require or deem necessary in the interest of the Project.
- 2.3 Independent Testing. The Client shall provide independent testing Services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.
- 2.4 Reliance. The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Landscape Architect has acted in accordance with the standard of care described in section 1.3 above.
- 2.5 Client's Representative. The Client shall designate a representative with authority to act on the Client's behalf with regard to the Project. If for any reason the Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall be notified of the change in a timely manner.
- 2.6 Approvals. Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services. Comments from the Client's Representative shall be a consolidation of

all comments of interested user groups or entities to provide clear direction to the Landscape Architect and to avoid delays.

- 2.7 Notice of Nonconformance. If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.
- 2.8 Project Permit and Review Fees. The Client shall pay all fees required to secure jurisdictional approvals for the Project.

### **Article 3: Ownership of Documents**

- 3.1 The Client shall be deemed the owner of all intangible property. The Client must use the intangible property for the originally authorized purpose. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313(e).
- 3.2 Subject to payment by the Client of all Compensation and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of the Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.
- 3.3 The Client, to the fullest extent permitted by law, shall indemnify and hold harmless the Landscape Architect for costs, including legal fees and defense costs, liability of loss, which result from unauthorized modification of the Design Materials, if any, or the use of Design Materials for any purpose other than the Project.
- 3.4 In the event this Agreement is terminated prior to the completion of the Project, the Landscape Architect shall have no liability to the Client or anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without the Landscape Architect's approval, and the Client agrees to indemnify and defend the Landscape Architect against all such claims.

### **Article 4: Landscape Architect Compensation**

- 4.1 Landscape Architect proposes to provide the services defined in this agreement on an hourly basis not to exceed One Hundred Thirty-Eight Thousand Two Hundred Dollars (\$138,200.00). The services included in this estimate include:

Phase 1 / Community Profile (Hourly, Not to Exceed):	\$ 22,000.00
Phase 2 / Community Visioning (Hourly, Not to Exceed):	\$ 34,900.00
Phase 3 / Draft Plan + Review (Hourly, Not to Exceed) :	\$ 58,100.00
Phase 4 / Final Plan + Adoption (Hourly, Not to Exceed):	\$ 14,200.00

Reimbursables (estimated):	\$ 9,000.00
Total Estimated Fee (Not to Exceed):	\$138,200.00

This contract will not use cost-plus or percentage of cost basis. Reimbursement under this contract shall be based on bills that are supported by appropriate documentation of hours spent and costs incurred. Supplement Services described in Section 1.2 of "Exhibit B", when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in "Exhibit C" or on the basis of a negotiated fee provided in an amendment to this Agreement.

- 4.2 Reimbursable Expenses include but are not limited to the following:
- 4.2.1 travel expenses in connection with the Project, living expenses in connection with out-of-town travel, long distance communications.
  - 4.2.2 costs of reproductions, faxes, postage and handling of documents messenger and overnight delivery services;
  - 4.2.3 costs of renderings photographs, models, and mock-ups requested by the Client;
  - 4.2.4 expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage of limits requested by the Client in excess of that normally carried by the Landscape Architect and its consultants;
  - 4.2.5 costs of printing and delivering bid packages;
  - 4.2.6 services of professional consultants which cannot be quantified at the time of contracting; and
  - 4.2.7 other, similar direct Project-related expenditures.
- 4.3 Payments
- 4.3.1 Monthly payments to the Landscape Architect shall be based on (1) the percentage of Scope of Services completed in accordance with the Schedule of Services provided in "Exhibit D" herein and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
  - 4.3.2 If the Client disputes, in good faith, all or any portion of any statement from the Landscape Architect for Landscape Architectural Services or Reimbursable Expenses, the Client shall notify the Landscape Architect in writing within seven (7) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonably detailed explanation of the reason for the dispute.
  - 4.3.3 Payments are due and payable 45 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 60 days after the invoice date shall be determined overdue and shall accrue 1.5% simple interest per month. In the event any portion or all of an account remains unpaid 120 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for termination or suspension of Services.

- 4.4 Extended Services. If through no fault of the Landscape Architect, the Scope of Services described in section 1.1 of "Exhibit B" have not been completed within the term indicated in the Schedule of Services provided in "Exhibit D", the compensation for Services rendered after that time shall be renegotiated or shall be the basis of the hourly rates provided in "Exhibit C".

## **Article 5: Insurance, Indemnification, Consequential Damages & Limitation of Liability**

- 5.1 Insurance. The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

<u>Coverage:</u>	<u>Liability Limits:</u>
Professional Liability:	\$5,000,000 per claim/\$5,000,000 aggregate
Commercial General Liability:	\$1,000,000 per claim/\$2,000,000 aggregate
Comprehensive Automobile Liability:	\$1,000,000 combined single limit
Umbrella Liability:	\$3,000,000 each occurrence/\$3,000,000 aggregate
Drone Aviation Liability:	\$1,000,000 per claim
Workers Compensation:	\$2,000,000 per claim/\$2,000,000 policy limit

### 5.2 Indemnification

5.2.1 Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages or expenses are caused by the joint or concurrent negligence of the Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

5.2.2 Since it would be unfair for the Landscape Architect to be exposed to liability for its failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform, the Client hereby waives all claims against the Landscape Architect and agrees to defend, indemnify and hold the Landscape Architect harmless from claims or liability for injury or loss allegedly arising from the Landscape Architect's failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform.

- 5.3 Consequential Damages. The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 thereof.

- 5.4 Limitation of Liability. To the maximum extent permitted by law, the Client agrees to limit the Landscape Architect's liability for the Client's damages to the sum of \$75,000.00 or the Landscape Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

In the event the Client does not wish to limit the Landscape Architect's professional liability, the Landscape Architect agrees to waive this limitation upon written notice from the Client and

agreement of the Client to pay, in addition to the agreed upon Landscape Architect's fee, a fee of 10% of the Landscape Architect's previously agreed upon fee within five (5) calendar days after this Agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

- 5.5 Waiver of Subrogation. To the extent damages are covered and paid by property insurance during construction, the Client and the Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. The Client and the Landscape Architect, respectively, shall require their contractors, consultants, agents and employees' similar waivers in favor of the parties enumerated herein.
- 5.6 Hazardous Material Waiver. Unless otherwise provided in the Agreement, the Landscape Architect and the Landscape Architect's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

#### **Article 6: Dispute Resolution**

- 6.1 If a dispute arises out of or relates to this agreement, the parties shall endeavor to resolve their differences first through direct discussions between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation in accordance with section 6.2.
- 6.2 If the dispute is not settled pursuant to section 6.1, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project unless the parties agree otherwise. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request. Unless otherwise agreed the cost of mediation shall be shared equally by both parties.
- 6.3 For any claim subject to, but not resolved by, mediation pursuant to 6.2, the method of binding dispute resolution shall be as follows:
- Arbitration pursuant to section 6.4 of this Agreement
  - Litigation in a court of competent jurisdiction
- 6.4 If the parties have selected arbitration in section 6.3, claims, disputes, and other matters in question between the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. All arbitration hearings shall be conducted at the location of the mediation shall be the location of the Project unless the parties agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the

American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

- 6.5 Unless otherwise agreed in writing, the Landscape Architect agrees to continue to perform its Services during any dispute resolution proceedings. If the Landscape Architect continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.
- 6.6 Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim can be made parties to the same dispute resolution proceeding.
- 6.7 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

#### **Article 7: Suspension/Termination**

- 7.1 This agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.
- 7.2 The Client's failure to make payments to the Landscape Architect in accordance with the provisions of this agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Landscape Architect, at its options, may elect to suspend its Services on seven (7) days written notice to the Client. The Landscape Architect shall have no liability to the Client for any delays caused by a suspension under this provision.
- 7.3 If the Client suspends the Landscape Architect's Services for any reason, the Landscape Architect shall be compensated for all Landscape Architectural Services performed to that date, and the Landscape Architect shall have no liability to the Client for any delays caused by the Client's decision to suspend the Services.
- 7.4 When suspended Services are resumed, the Landscape Architect shall be compensated for expenses incurred due to the interruption and resumption of the Landscape Architectural Services, and the Compensation and the Schedule of Services for the Services remaining to be performed shall be equitably adjusted.
- 7.5 A suspension of Services by either party for more than thirty (30) days may, at the Landscape Architect's option, be deemed grounds for termination of the Agreement.
- 7.6 If termination is not due to the fault of the Landscape Architect, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of termination, all actual costs and expenses reasonable incurred by the Landscape Architect in connection with such

termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents.

- 7.7 The Client may terminate this Agreement for convenience and without cause with seven (7) days written notice to the Landscape Architect providing, in addition to the Compensation, Reimbursable Expenses, and compliance with the Ownership of the Documents provisions indicated in section 7.6, above.

## **Article 8: Other Terms & Conditions**

- 8.1 Promotional Materials & Images. The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect's materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Landscape Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Landscape Architect in the Client's promotional materials for the Project.
- 8.2 Force Majeure. Either party, as applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.
- 8.3 Notices. Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered mail, return receipt requested at the addresses indicated following the "offered by" signature box of this Agreement.
- 8.4 Assignment. Neither party shall assign their interest in this Agreement without the expressed written consent of the other, except as to the assignment of the proceeds.
- 8.5 Third Party Relationships. Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of, any third party against either the Client or the Landscape Architect.
- 8.6 Severability. If any term or provision of the Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.
- 8.7 Captions. Captions of articles, sections, paragraphs, or subparagraphs of this agreement are for convenience and reference only.
- 8.8 Governing Law. The laws of the State of Nebraska shall govern this agreement.

- 8.9 Complete Agreement. This Agreement represents the entire understanding between the Client and Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and Landscape Architect. This Agreement may be amended from time to time including modifications in the scope of services to be performed and any increases or decrease in the amount of compensation, which are mutually agreed upon by the Client and Landscape Architect shall be incorporated in written amendments to this Agreement.
- 8.10 Limitations Period. As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.
- 8.11 Time of Performance. The effective date of this Agreement shall begin May 19, 2026. The termination date of this contract shall be the earlier of Landscape Architect's completion of the work set forth in this Agreement or November 30, 2027.
- 8.12 Records Retention. The Landscape Architect agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300-345 and any such procedures that the Client or the Nebraska Department of Economic Development may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Landscape Architect for a period of ten years after the final audit of the Client's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the Client shall request a longer period for record retention.

The Client, the Nebraska Department of Economic Development, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Landscape Architect involving transactions to this local program and contract.

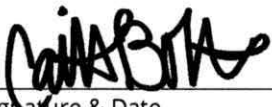
**Exhibits**

The following Exhibits are incorporated in and made part of this Agreement:

- "A" Client's Program
- "B" Scope of Services and Supplemental Services
- "C" Landscape Architect's Hourly Compensation Rates & Reimbursable Expenses Schedule
- "D" Landscape Architect's Schedule of Services
- "E" CDBG Compliance Provisions

**Offered by:**

Confluence, Inc.

 05-14-2026  
\_\_\_\_\_  
Signature & Date

Caitlin Bolte, Principal  
\_\_\_\_\_  
Printed Name & Title

Confluence  
1111 N 13<sup>th</sup> Street, Suite 203  
Omaha, Nebraska 68102

Copy: Christopher Shires, Confluence

**Accepted By:**

City of Beatrice, Nebraska

 5-18-26  
\_\_\_\_\_  
Signature & Date

Robert Morgan, Mayor  
\_\_\_\_\_  
Printed Name & Title

## **Exhibit "A": Client's Program**

The **Beatrice 2050 Comprehensive Plan** (the "Project") consists of the creation of a new, community-supported, and actionable long-range planning document to guide the City of Beatrice through its next phase of growth and development. The Project is designed to establish a comprehensive policy framework for land use, redevelopment, infrastructure, housing, transportation, economic development, public services, parks and open space, and environmental resilience.

The Project scope incorporates an evaluation of baseline conditions through the analysis of relevant demographic, socioeconomic, housing, market, and infrastructure data. Central to the Project is a robust public engagement process intended to synthesize input from City staff, community stakeholders, elected and appointed officials, and the general public into a unified vision for the community's future.

The final deliverable of the Project will be a technically sound, implementation-oriented roadmap that defines clear goals, policies, and strategic actions. The Plan is intended to serve as the City's principal long-range policy instrument, ensuring that future decision-making and investment support a high quality of life and sustainable growth for the Beatrice community through the year 2050.

End of Exhibit "A"

## Exhibit "B": Scope of Services and Supplemental Services

### PHASE 1 – COMMUNITY PROFILE (3 MONTHS)

#### Task 1.1 Pre-Kick-Off Meeting with City Administrator

At the start of the project, this initial meeting with the City Administrator will be to review the project schedule, schedule meetings, and begin data collection. We would plan to review the major chapters and elements of the current plan, goals, and desired focus areas for the new plan.

- **Monthly Check-In Meetings.** *Our team will hold monthly video conference calls with the City Administrator to review the project status and coordinate meetings and deliverables. The time/date of these meetings can be determined during the Pre-Kick-Off Meeting.*
- **Public Engagement Plan** *During this meeting, our team will also finalize the Public Engagement Plan for the project. This will outline identify the types and timing of engagement methods to be used.*

#### Task 1.2 Kick-Off Meeting with Advisory Committee

The Consultant team will facilitate a Project Kick-Off Meeting with City staff and the Advisory Committee. The purpose of this meeting is to:

- Establish roles, responsibilities, and project contacts.
- Review the project scopes, schedule and key meeting dates.
- Identify key stakeholders
- Review the Public Outreach Plan

We will also take the opportunity to perform some visioning exercises with the group to review the current issues and opportunities.

#### Task 1.3 Existing Conditions Analysis

Our team will review all existing planning work completed by the City of Beatrice and create graphics, maps, and tables to reflect current demographic/socioeconomic data for the community. These new figures, tables, and maps will be attractive and easy to read and understand.

#### Task 1.4 Project Branding

Our team will work with the City Administrator to identify a brand (color scheme/font/logo) for this plan that reflects the values and vision of the community today and in the future. We can incorporate any existing brand standards into the logo design and final plan booklet layout.

#### Task 1.5 Project Website Launch

Our team will create a project website using the Social Pinpoint platform. Initially, it will just have information about the planning process and schedule. In Phase 2, online engagement activities will be added to the site.

#### Task 1.6 Community Profile Meeting with Advisory Committee

Our team will facilitate a second meeting with the Advisory Committee to review the results of the existing conditions analysis and to present the Community Profile for Beatrice.

### Phase 1 Deliverables

- Public Engagement Plan
- Project Logo + Branding

- Community Profile Presentation PDF

## Phase 2 – Community Vision (3 MONTHS)

### **Task 2.1 Interactive Activities Website Launch**

We will update the Social Pinpoint project website to facilitate online engagement. We will work with the City Administrator to identify specific questions/activities, but would anticipate a mapping activity, surveys, budget prioritization, image voting, and/or an interactive idea board to help capture input on the site.

### **Task 2.2 Stakeholder Interviews**

Our team will spend two days meeting with stakeholders to gain insight into the issues and opportunities facing Beatrice. These important discussions will take place over Teams or Zoom.

### **Task 2.3 Public Visioning Workshop**

Our team will facilitate a Public Visioning Workshop that will include a brief presentation followed by hands-on activities and visioning exercises. The focus would be on developing ideas for how to develop in Beatrice's growth areas as well as identifying redevelopment areas in the community. We will ask questions related to all major plan topics, including parks, housing, transportation, and city services.

### **Task 2.4 Pop-Up Event (1)**

Our team will attend one community event to advertise the plan to the public and encourage public participation. This pop-up event will include QR codes to direct visitors to the project website as well as on-site engagement. Engagement in the booth could include image voting, a simple mapping activity, idea wall, or a coloring activity. This pop-up event could be at an established community event. Our team can also work with a local coffee shop or other retail business to set up within the business to interview or survey patrons visiting the establishment. We typically offer a small gift card or treat from the local business to entice participation and as a thank you to them and the host business.

### **Task 2.5 Public Engagement How-To Guide**

We understand City staff or members of the Advisory Committee may wish to host additional pop-up events throughout the planning process. Our team will prepare a public meeting how-to guide as well as relevant materials to help facilitate additional engagement events.

### **Task 2.6 Community Vision Meeting with Advisory Committee**

Our team will meet for a third time with the Advisory Committee to provide a summary of the public input feedback received during Phase 2 and to present our understanding of the Community Vision for Beatrice. We will present and encourage discussion on a series of community goals and guiding principles to help guide drafting writing.

### **Task 2.7 Community Profile + Vision Joint Workshop**

Our team will facilitate a Community Profile + Vision Joint Workshop with the Beatrice City Council and Planning & Zoning Commission to provide an overview of the Community Profile and Community Vision identified in Phases 1-2. Additionally, our team will provide an overview of the

comprehensive planning process and identify next steps in the process. Our time will ask for feedback from both groups before plan writing begins.

### Phase 2 Deliverables

- Public Engagement How-To Guide
- Public input data in written and digital formats
- Community Vision Presentation PDF

## PHASE 3 – DRAFT PLAN + REVIEW (6 MONTHS)

### Task 3.1 Future Land Use Plan + Redevelopment Areas

Our team will create a Future Land Use Plan and more detailed subarea plans for up to three redevelopment areas to provide sustained economic vitality for Beatrice. These redevelopment subarea plans will include more detailed land use planning as well as opportunities to improve site readiness and strategies for attracting reinvestment.

The full build out potential of the Future Land Use Plan will be compared to housing and household demand estimates identified in population projections created in Phase 1. Our team will use the Future Land Use Plan to create a high-level future road layout and to identify future service areas for infrastructure and park planning.

### Task 3.2 Draft Plan Writing

Our team will develop a full draft of Comprehensive Plan for Beatrice that includes all the stated planning elements included in the RFP, including parks, public services, infrastructure, transportation, environment, housing, and strategies for industrial land readiness. An implementation strategy will be created that incorporates the goals, strategies, and action items identified in all other chapters of the new Comprehensive Plan.

### Task 3.3 Draft Plan Review with Advisory Committee (2-3 virtual meetings)

We anticipate two to three meetings to review the draft Comprehensive Plan with the Advisory Committee. The draft will be done in sections and all material will be shared with the City Administrator in advance of our meeting to allow comment time and review before presenting material to the Advisory Committee. (Virtual meetings)

### Task 3.4 Public Open House

Our team will host a Public Open House to review the draft plan over an afternoon and evening. This will include a series of story boards that overview the key recommendations of the new Comprehensive Plan. There will be activities to obtain feedback from the public on key plan elements.

### Task 3.5 Public Review and Comment Period

Following the Public Open House, our team will upload the draft on the interactive project website for review and comment on the draft plan. Feedback will be summarized and changes will be recommended to the City Administrator.

### Phase 3 Deliverables

- Draft Future Land Use Plan + Redevelopment Subarea Plans

- Draft Comprehensive Plan
- Public comments on the Draft Comprehensive Plan

## **PHASE 4 – FINAL PLAN + ADOPTION (2 MONTHS)**

### **Task 4.1 Final Draft Plan**

Our team will finalize a Final Draft Plan of the Comprehensive Plan that will be put in front of the Planning and Zoning Commission and City Council for adoption. This final draft will incorporate all received feedback.

### **Task 4.2 Planning & Zoning Commission Meeting**

Our team will present a summary of the process and draft Comprehensive Plan to the Planning and Zoning Commission.

### **Task 4.3 City Council Adoption Meeting**

Our team will present a summary of the process and plan to the City Council for consideration of adoption.

### **Task 4.4 Final Deliverables + Implementation Matrix**

Upon adoption, our team will deliver the final Comprehensive Plan, an Implementation Matrix, and all documents, graphics, or similar materials, including GIS data and maps.

## **Phase 4 Deliverables**

- Final Comprehensive Plan + Implementation Matrix
- Copies of all relevant documents, graphics, GIS data, and maps.

End of Exhibit "B"

**Exhibit "C": Landscape Architect's Standard Hourly Rates & Reimbursable Expenses**

**STANDARD HOURLY RATES**

Senior Principal .....	\$175.00 - \$275.00 per hour
Principal .....	\$160.00 - \$250.00 per hour
Associate Principal .....	\$140.00 - \$200.00 per hour
Associate .....	\$115.00 - \$185.00 per hour
Senior Project Manager .....	\$105.00 - \$165.00 per hour
Project Manager .....	\$95.00 - \$145.00 per hour
Senior Landscape Architect .....	\$95.00 - \$185.00 per hour
Landscape Architect .....	\$85.00 - \$135.00 per hour
Senior Project Planner .....	\$95.00 - \$145.00 per hour
Planner II .....	\$85.00 - \$135.00 per hour
Planner I .....	\$75.00 - \$125.00 per hour
Landscape Architect-In-Training / Landscape Designer.....	\$75.00 - \$125.00 per hour
Landscape Architect Intern / Landscape Designer .....	\$65.00 - \$100.00 per hour
Draftsperson .....	\$55.00 - \$100.00 per hour
Graphic Designer .....	\$75.00 - \$115.00 per hour
Clerical / System Staff .....	\$75.00 - \$135.00 per hour

**REIMBURSABLE EXPENSES**

Social Pinpoint Public Engagement Tool .....	\$1,500.00
Costar Real Estate Tool.....	\$1,000 (project use), \$150 per report
Placer.AI Analytics Tool .....	cost
Filing Fees .....	cost
Materials and Supplies .....	cost
Meals and Lodging.....	cost
Mileage .....	\$.72.5 per mile
Postage .....	cost
Printing by Vendor .....	cost
B/W Photocopies/Prints 8½ x 11 .....	\$.10 each
B/W Photocopies/Prints 11x17.....	\$.20 each
Color Photocopies/Prints 8½ x 11 .....	\$.75 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting – Bond .....	\$2.50/SF
Large Format Plotting - Mylar .....	\$4.50/SF
Large Format Plotting - Photo .....	\$5.00/SF
Flash Drives.....	\$10.00 each
Booklet Binding (cover, coil, back) .....	\$4.50 each
Foam Core .....	\$8.00 each
Easel Pads .....	\$32.75 each
Online Meeting Service.....	\$35.00 Each

*Effective 1/1/2026*

End of Exhibit "C"

## Exhibit “D”: Schedule of Services

The Landscape Architect shall begin providing Landscape Architectural Services on the Project promptly upon written notice to proceed and shall perform its Services as expeditiously as is consistent with the standard of care described in section 1 of the Agreement. All time frames are subject to the Client’s cooperation in accordance with the provisions in sections 1 and 2.

Beatrice Comprehensive Plan - Project Timeline																
Proposed Work Plan		May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
		2026	2026	2026	2026	2026	2026	2026	2026	2026	2027	2027	2027	2027	2027	2027
<b>Phase 1 - Community Profile</b>																
1.1	Pre-Kick-Off Meeting with City Administrator															
1.2	Kick-Off Meeting with Advisory Committee															
1.3	Existing Conditions Analysis															
1.4	Project Logo + Branding															
1.5	Project Website Launch															
1.6	Community Profile Meeting with Advisory Committee															
<b>Phase 2 - Community Visioning</b>																
2.1	Interactive Engagement Activities on Project Website															
2.2	Stakeholder Interviews															
2.3	Public Visioning Workshop															
2.4	Pop-Up Event (1 event)															
2.5	Public Meeting How-To Guide + Materials															
2.6	Community Vision Meeting with Advisory Committee															
2.7	Community Profile + Vision Joint Workshop															
<b>Phase 3 - Draft Plan + Review</b>																
3.1	Future Land Use Plan + Redevelopment Areas															
3.2	Draft Plan Writing															
3.3	Draft Plan Review with Advisory Committee (2-3 meetings)															
3.4	Public Open House															
3.5	Public Review and Comment Period															
<b>Phase 4 - Final Plan + Adoption</b>																
4.1	Final Draft Plan															
4.2	Planning Commission Public Meeting															
4.3	City Council Public Hearing															
4.4	Final Deliverables + Implementation Matrix															

End of Exhibit “D”

## **Exhibit "E": CDBG Compliance Provisions**

### **1. Title VI of the Civil Rights Act of 1964**

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **2. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

### **3. Build America, Buy America Act (BABA).**

Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the "Buy America Preference" or "BAP") for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD.

The City shall include this BABA clause in any procurement bid/contract documents to ensure BABA compliance by subrecipients, developers and/or contractors.

### **4. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment arising in connection with Section 3 projects are provided to Section 3 workers (as defined in 24 CFR Part 75) within the metropolitan area (or nonmetropolitan county) in which the project is located and contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area (or nonmetropolitan county) in which the project is located.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her

commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

#### **5. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101 et. seq.)**

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

#### **6. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)**

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

#### **7. Executive Order 11246, As Amended**

This Order applies to all federally assisted construction contracts/subcontracts (that exceed \$10,000) and non-construction/service contracts and subcontracts (that exceed \$50,000). The Subrecipient and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

## **8. Conflict of Interest 2 CFR §200.318**

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.