RESOLUTION NUMBER 7854

WHEREAS, the City received a Rural Business Development Grant ("RBDG") from the United States Department of Agriculture ("USDA") in the amount of Forty-Six Thousand Dollars ($46,000.00) to develop a Business Recruitment Feasibility Study and a Downtown Strategic Plan; and

WHEREAS, the Mayor and City Council of the City of Beatrice desire to enter into a Professional Services Agreement with JA Analysis Group, LLC, to develop a Business Recruitment Feasibility Study and a Downtown Strategic 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 JA Analysis Group, LLC, to develop a Business Recruitment Feasibility Study and a Downtown Strategic Plan, including but not limited to, the Agreement for Professional Services. A copy of the said Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

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 That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 21st day of September, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

Agreement for Professional Services

This Professional Services Agreement (this **"Agreement"**) is entered into as of September 17th 2026 (the **"Effective Date"**), by and between the City of Beatrice, Nebraska, a municipal corporation, with principal offices located at 400 Ella Street Beatrice, NE 68310 (the **"Client"**), and J.A. Analysis Group, LLC, a Texas limited liability company, with principal offices located at 18208 Preston Road, Suite D9-159, Dallas, Texas 75252 (the **"Contractor"**). Client and Contractor are sometimes referred to individually as a **"Party"** and collectively as the **"Parties."**

Recitals

Whereas, Client is presently in need of the preparation of a Downtown Business Recruitment Feasibility Study and Strategic Plan within the City of Beatrice, Nebraska (the **"Project"**); and

Whereas, Client desires to engage Contractor to perform professional consulting services in connection with the Project pursuant to a request for proposals for professional consulting services issued by Client, and

Whereas, Contractor is in the business of providing professional consulting, market analysis, and related advisory services and represents that it is qualified by training, expertise, and experience to provide such services to Client, and

Whereas, Contractor is willing to provide such services to Client under the terms and conditions set forth in this Agreement, and Client desires to retain Contractor for such purpose in accordance with the terms and conditions of this Agreement, and

Whereas, The governing body of Client has duly authorized the execution, delivery, and performance of this Agreement, and

Now, therefore, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Services

1. **Engagement.** Client hereby engages Contractor, and Contractor hereby accepts such engagement, to provide professional Downtown market analysis and development planning services to Client in connection with the Project (the **"Services"**), as more particularly described in:

    a. **<u>Attachment A</u>** – Scope of Services and Project Deliverables.

2. **Description of Services.** Without limiting the generality of the foregoing, the Services will include those professional consulting services typically and customarily provided by firms

engaged in Downtown market analysis and development planning, including, as applicable:

a. data collection and analysis relating to demographic, economic, and market conditions;

b. evaluation of existing commercial and retail inventory, consumer spending patterns, and leakage/surplus;

c. identification of commercial and retail development opportunities and constraints within Client's jurisdiction;

d. preparation of written reports, maps, charts, and other work product as reasonably required for the Project; and

e. presentation of findings and recommendations to designated representatives of Client and, if requested by Client, to the governing body or other stakeholder groups.

f. full scope of work found in **Attachment A**

3. **Direction and Coordination.** Contractor will perform the Services at the request of, and will coordinate performance of the Services with, Tobias J. Tempelmeyer, City Administrator, or such other person as Client may designate in writing (the **"Client Representative"**). The Client Representative will be the Contractor's primary point of contact for purposes of this Agreement.

4. **Changes to Scope.**

a. Contractor will not be obligated to perform any services outside the Scope of Services set forth in this Agreement and Attachment A unless such additional services are authorized in advance by a written change order or amendment executed by duly authorized representatives of both Parties (each, a **"Change Order"**).

b. Any Change Order will specify the additional or revised services, the applicable schedule, and the adjustment, if any, to Contractor's compensation.

c. Contractor will be compensated for all authorized additional services on a time-and-materials basis at the hourly rates set forth in Section 4.4 or as otherwise agreed in the applicable Change Order.

II. Standard of Care; Manner of Performance

1. **Standard of Care.** Contractor will perform the Services in a professional and workmanlike manner and in accordance with the degree of care, skill, and diligence ordinarily exercised by similarly qualified professionals providing similar services under similar conditions in the State of Nebraska (the **"Standard of Care"**).

2. **No Warranty.** Except as expressly set forth in this Agreement, Contractor makes no warranties, express or implied, with respect to the Services or any deliverables, including any warranties of merchantability, fitness for a particular purpose, or non-infringement, and any such warranties are hereby disclaimed to the fullest extent permitted by applicable law.

3. **Control of Work.** Subject to the terms and conditions of this Agreement, Contractor will have exclusive control over the manner, means, and methods by which the Services are performed, including the selection of personnel, subcontractors, and consultants, and the use of equipment, tools, and technology, provided that Contractor will at all times comply with the Standard of Care and applicable laws and regulations.

III. Term; Schedule

1. **Term.** The term of this Agreement (the **"Term"**) will commence on the Effective Date and will continue in effect until the earlier of:

    a. completion of the Services and acceptance by Client in accordance with this Agreement; or

    b. termination of this Agreement in accordance with Section 12.

2. **Project Schedule.** Subject to Section 12 and any agreed-upon adjustments, Contractor will use commercially reasonable efforts to complete the Services and deliver the final written report and other primary deliverables within six (6) months following the Effective Date, or such other period as may be specified in Attachment A (the **"Project Schedule"**).

3. **Client Review Period.** Following delivery of any draft or final written report or other primary deliverable, Client will have fifteen (15) business days (or such other period specified in Attachment A) to review and provide written comments. Contractor will consider Client's timely comments in good faith and incorporate reasonable comments that are consistent with the Scope of Services and the Standard of Care.

4. **Time Is of the Essence; Extensions.**

    a. Time is of the essence with respect to Contractor's performance of the Services; provided, however, that Contractor will not be responsible for delays caused by:

        i. Client's failure to timely provide information, approvals, or decisions;

        ii. changes requested by Client; or

        iii. force majeure events as described in Section 19.

b. In the event of such delays, the Project Schedule will be equitably extended by a written amendment or by written confirmation (including email) between the Parties.

c. Any extension of the overall Term that requires action by Client's governing body will be subject to such action, but Client will not unreasonably withhold or delay consideration of a reasonable extension requested by Contractor.

IV. Compensation and Payment

1. **Compensation Structure.** As full and complete consideration for the performance of the Services and Contractor's other obligations under this Agreement, Client will pay Contractor fees on a time-and-expense basis, as a percentage completion of the project, in accordance with this Section 4 and **Attachment B** (Compensation and Payment Terms).

2. **Time-and-Expense; Out-of-Scope Work.** Any services performed outside the Scope of Services at Client's request and as authorized in a Change Order will be compensated on a time-and-materials basis using Contractor's then-current standard hourly rates, which as of the Effective Date include:

   a. Principal: $_150________ per hour; and

   b. such other rates as may be set forth in **Attachment B**.

3. **Invoices.**

   a. Contractor will submit to Client monthly invoices for Services rendered and expenses incurred during the preceding month.

   b. Each invoice will:

      i. reasonably describe the Services performed;

      ii. identify any applicable task or phase (as described in **Attachment A** or Attachment B);

      iii. reflect the percentage completion of each major task or milestone, if applicable; and,

      iv. include supporting documentation for any reimbursable expenses if such expenses are expressly authorized.

4. **Payment Terms.**

a. Client will pay all undisputed amounts within thirty (30) days after Client's receipt of Contractor's invoice.

b. Any undisputed amount not paid when due will accrue interest from the date due until paid in full at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less.

c. If Client disputes any invoiced amount, Client will:

i. notify Contractor in writing within fifteen (15) days following receipt of the invoice, specifying in reasonable detail the nature and basis of the dispute; and

ii. pay all undisputed portions of the invoice when due.

d. The Parties will work in good faith to resolve any disputed amounts within thirty (30) days after Client's notice.

5. **Suspension for Nonpayment.** If Client fails to pay any undisputed amount within thirty (30) calendar days after written notice from Contractor of such failure, Contractor may, in addition to any other remedies available at law or in equity, upon written notice to Client:

a. suspend performance of some or all of the Services until all overdue undisputed amounts, together with accrued interest, have been paid in full; and/or

b. extend the Project Schedule to account for the suspension.

6. **Expenses.** Unless expressly stated otherwise in this Agreement or **Attachment B**:

a. Contractor will be responsible for all expenses incurred by Contractor in performing the Services; and

b. Client will have no liability for reimbursement of Contractor's expenses.

7. **No Withholding for Taxes.** Client will have no obligation to withhold income, employment, or other taxes from payments made to Contractor under this Agreement. Contractor will be solely responsible for the payment of all federal, state, and local taxes arising out of Contractor's performance of the Services and receipt of compensation hereunder.

V. Equipment, Tools, Materials, and Supplies

1. **Contractor Responsibility.** Contractor will furnish, at Contractor's sole cost and expense (except as expressly provided otherwise in this Agreement), all personnel, equipment,

tools, materials, software, and supplies necessary for the proper performance of the Services in accordance with this Agreement.

2. **Client-Furnished Information.** Client will provide Contractor, in a timely manner and at no cost to Contractor, with access to such information, data, records, and personnel of Client as Contractor reasonably requires to perform the Services. Contractor will be entitled to rely upon the accuracy and completeness of information supplied by Client without independent verification, except to the extent Contractor knows, or using the Standard of Care should know, that such information is inaccurate or incomplete.

VI. Records, Audit, and Reports

1. **Records.** Contractor will maintain complete and accurate books and records reasonably necessary to document:

    a. the performance of the Services;

    b. the basis for Contractor's invoices, including time entries and reimbursable expenses, if applicable; and

    c. the creation of any deliverables or work product.

2. **Retention.** Contractor will retain such books and records for a period of not less than three (3) years following the later of:

    a. the expiration or termination of this Agreement; or

    b. final payment by Client.

3. **Audit Rights.** During the Term and for the period described in Section 6.2:

    a. Client, acting by and through its designated representatives, will have the right, upon at least ten (10) business days' prior written notice and during Contractor's regular business hours, to examine and audit Contractor's relevant records solely to verify:

        i. the accuracy of Contractor's invoices; and,

        ii. compliance with the compensation provisions of this Agreement.

    b. Any such audit will be conducted in a manner that does not unreasonably interfere with Contractor's business operations.

4. **Reports.** All reports, memoranda, summaries, presentations, and similar documents prepared by Contractor in the course of performing the Services (collectively, **"Reports"**)

will be provided to Client as specified in Attachment A. Contractor may provide such Reports in electronic format unless otherwise required by Client.

VII. Relationship Between the Parties; Independent Contractor

1. **Independent Contractor Status.** The Parties acknowledge and agree that:

    a. Contractor is and will at all times be an independent contractor and not an employee, agent, joint venturer, partner, or representative of Client for any purpose;

    b. nothing in this Agreement will be construed to create any relationship of employer–employee, principal–agent, partnership, or joint venture between Client and Contractor; and

    c. Contractor has no authority to, and will not, bind or attempt to bind Client to any contract, obligation, or liability of any kind.

2. **Control of Work.** Contractor will be solely responsible for the manner and means by which the Services are performed. Client will have no right to control the details of Contractor's work, but may require that performance be in accordance with this Agreement and may evaluate such performance.

3. **No Benefits.** Contractor and its employees, agents, and subcontractors (if any) are not eligible for, and will not participate in, any pension, health, retirement, insurance, or other fringe benefit plan or program maintained by Client for its employees.

4. **Taxes and Withholdings.**

    a. Contractor will be solely responsible for:

        i. paying all federal, state, and local income, employment, self-employment, and other taxes arising from payments made to Contractor under this Agreement; and

        ii. complying with all reporting requirements applicable to such payments.

    b. Client will not withhold or pay on behalf of Contractor any income tax, social security tax, unemployment insurance, workers' compensation insurance, or similar withholdings or contributions.

5. **No Workers' Compensation Coverage by Client.** Contractor acknowledges that Client does not and will not obtain workers' compensation insurance coverage on behalf of Contractor or any of Contractor's employees or subcontractors. Contractor will be solely

responsible for securing such coverage as may be required by law with respect to Contractor's personnel.

VIII. Intellectual Property; License

1. **Ownership of Pre-Existing Materials.** Each Party will retain all right, title, and interest in and to its respective pre-existing intellectual property, methodologies, software, tools, templates, data, and materials (collectively, **"Pre-Existing Materials"**). No rights in such Pre-Existing Materials are transferred or assigned under this Agreement except as expressly provided.

2. **Work Product.** Subject to Sections 8.1 and 8.3:

    a. all final Reports prepared by Contractor specifically for Client and delivered to Client under this Agreement (collectively, **"Work Product"**) will be owned by Client upon receipt of full payment of all amounts due to Contractor under this Agreement; and

    b. upon such payment, Contractor hereby grants and, to the extent applicable, agrees to assign to Client all right, title, and interest in and to the Work Product, excluding Contractor's Pre-Existing Materials and any generic know-how, concepts, ideas, methods, and techniques used therein.

3. **Reservation of Rights; License Back.**

    a. Notwithstanding Section 8.2, Contractor retains all rights in its Pre-Existing Materials, generic databases, models, methodologies, know-how, and analytical frameworks, whether or not reflected in the Work Product.

    b. To the extent any of Contractor's Pre-Existing Materials are included in the Work Product, Contractor grants to Client a non-exclusive, perpetual, royalty-free, non-transferable (except to an affiliate or successor governmental entity) license to use such Pre-Existing Materials solely as incorporated into the Work Product for Client's internal governmental purposes relating to the Project.

4. **Contractor's Portfolio Use.** Subject to Section 9 (Confidentiality), Contractor may:

    a. refer to the existence of this Agreement and the general nature of the Services in Contractor's marketing materials and proposals; and

    b. use non-confidential, de-identified excerpts of the Work Product as examples of Contractor's work product, provided that Contractor does not disclose Client's confidential information or trade secrets.

IX. Confidentiality

1. **Confidential Information.** For purposes of this Agreement, **"Confidential Information"** means any non-public, proprietary, or confidential information disclosed by one Party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**) in connection with this Agreement that is:

    a. designated as confidential at the time of disclosure; or

    b. of such a nature that a reasonable person would understand it to be confidential under the circumstances.

2. **Exclusions.** Confidential Information does not include information that:

    a. is or becomes publicly available through no breach of this Agreement by the Receiving Party;

    b. was known to the Receiving Party prior to disclosure by the Disclosing Party without an obligation of confidentiality;

    c. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or

    d. is rightfully received from a third party without restriction on disclosure.

3. **Obligations.** The Receiving Party will:

    a. use the Disclosing Party's Confidential Information solely for the purpose of performing or receiving the Services;

    b. not disclose such Confidential Information to any third party except:

        i. to its employees, officers, agents, and subcontractors who have a need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations no less protective than those set forth herein; or

        ii. as required by law, regulation, or court order; and

    c. exercise at least the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own similar information, but in no event less than a reasonable degree of care.

4. **Public Information and Open Records.** Client is a governmental entity subject to the Nebraska Public Records Statutes and other applicable open records and transparency laws. Nothing in this Agreement will:

a. prohibit Client from disclosing information to the extent required by law; or

b. require Client to withhold information in violation of applicable law.

5. **Compelled Disclosure.** If the Receiving Party is required by law, regulation, or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will (to the extent legally permissible) provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy.

6. **Survival.** The obligations of confidentiality under this Section 9 will survive the expiration or termination of this Agreement for a period of three (3) years, except with respect to trade secrets, which will be protected for so long as they constitute trade secrets under applicable law.

X. Insurance

1. **Required Coverage.** At all times during the Term, Contractor will, at its sole cost and expense, obtain and maintain in full force and effect, with insurers licensed to do business in the State of Texas and reasonably acceptable to Client, the following insurance coverages:

   a. **Workers' Compensation Insurance.** Workers' compensation insurance covering Contractor's employees in accordance with the Nebraska Workers' Compensation Act or other applicable law with limits of not less than $1,000,000 per occurrence. No workers' compensation insurance will be obtained by Client for Contractor or its employees.

   b. **Commercial General Liability Insurance.** Commercial general liability insurance on an occurrence basis with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, covering bodily injury, property damage, and personal and advertising injury arising out of or related to the performance of the Services.

   c. **Professional Liability / Errors and Omissions Insurance.** Professional liability (errors and omissions) insurance with limits of not less than $1,000,000 per claim and $1,000,000 aggregate, covering claims arising out of the negligent performance of professional services by Contractor.

2. **Additional Insured; Certificates.**

   a. Except for workers' compensation and professional liability coverage, Client will be named as an additional insured on Contractor's commercial general liability policy with respect to liability arising out of Contractor's performance of the Services.

b. Prior to the commencement of the Services, and upon renewal of any required coverage, Contractor will furnish to Client certificates of insurance evidencing the required coverages and additional insured status.

c. Each certificate will provide that the insurer will endeavor to provide at least thirty (30) days' prior written notice to Client of cancellation or material reduction in coverage.

3. **Primary Coverage; Waiver of Subrogation.** Contractor's insurance will be primary and non-contributory with respect to any insurance maintained by Client. To the extent permitted by law, each of Contractor's policies will contain a waiver of subrogation in favor of Client.

4. **No Limitation of Liability.** The maintenance of insurance coverages as required by this Section 10 will not be construed to limit Contractor's liability under this Agreement except as otherwise expressly provided herein.

XI. Indemnification

1. **Contractor's Indemnity.** To the fullest extent permitted by law, Contractor will indemnify, defend, and hold harmless Client, its officers, elected and appointed officials, employees, and agents (collectively, the **"Client Indemnitees"**) from and against any and all third-party claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, **"Claims"**) to the extent arising out of:

   a. the negligent acts or omissions or willful misconduct of Contractor or its employees, agents, or permitted subcontractors in the performance of the Services; or

   b. Contractor's material breach of this Agreement.

2. **Exclusions.** Contractor will have no obligation to indemnify any Client Indemnitee to the extent any Claim results from:

   a. the negligence or willful misconduct of Client or any Client Indemnitee;

   b. Client's use of the Work Product in a manner inconsistent with this Agreement or Contractor's written instructions; or

   c. modifications to the Work Product made by any person other than Contractor or its authorized agents.

3. **Client's Indemnity.** To the fullest extent permitted by law, Client will indemnify, defend, and hold harmless Contractor, its members, managers, officers, employees, and agents

(collectively, the **"Contractor Indemnitees"**) from and against any and all third-party Claims to the extent arising out of:

a. the negligent acts or omissions or willful misconduct of Client or its employees, officers, or agents; or

b. Client's material breach of this Agreement.

4. **Procedure.** The indemnified Party will:

a. promptly notify the indemnifying Party in writing of any Claim for which indemnification is sought, provided that failure to provide such notice will not relieve the indemnifying Party of its obligations except to the extent materially prejudiced thereby;

b. permit the indemnifying Party to control the defense and settlement of the Claim, except that the indemnifying Party will not enter into any settlement that:

i. imposes any obligation on the indemnified Party (other than monetary obligations fully indemnified by the indemnifying Party); or

ii. includes any admission of fault by the indemnified Party, without the indemnified Party's prior written consent (not to be unreasonably withheld); and,

iii. provide reasonable cooperation, at the indemnifying Party's expense, in the defense and settlement of the Claim.

5. **Survival.** The obligations set forth in this Section 11 will survive the expiration or termination of this Agreement.

XII. Termination and Suspension

1. **Termination for Cause.** Either Party may terminate this Agreement, in whole or in part, upon twenty (20) business days' prior written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within ten (10) business days after receipt of written notice specifying the breach in reasonable detail.

2. **Termination for Convenience by Client.** Client may terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days' prior written notice to Contractor.

3. **Termination for Nonpayment by Contractor.** In addition to Contractor's rights under Section 4.6, Contractor may terminate this Agreement upon thirty (30) calendar days' prior written notice to Client if:

a. Client fails to pay any undisputed amount due under this Agreement within thirty (30) business days after receipt of written notice from Contractor of such failure; and

b. such failure is not cured within such thirty (30) business day period.

4. **Effect of Termination.**

    a. Upon termination of this Agreement for any reason:

        i. Contractor will cease performance of the Services as of the effective date of termination, except as Client may request in writing for an orderly wind-down;

        ii. Contractor will deliver to Client all completed and partially completed Work Product for which Client has paid or will pay under this Section 12; and

        iii. Client will pay Contractor for:

            1. all Services performed and approved by Client through the effective date of termination; and

            2. any authorized, non-cancellable third-party costs reasonably incurred by Contractor in reliance on this Agreement.

    b. In the event of termination by Client for convenience, Client will also pay Contractor reasonable, documented demobilization costs and, if the compensation structure is lump-sum, an equitable portion of the Lump-Sum Fee reflecting the percentage of completion of the Services as of the effective date of termination.

5. **Suspension by Client.** Client may, upon written notice to Contractor, suspend all or a portion of the Services. In the event of a suspension:

    a. Contractor will promptly cease the suspended Services; and

    b. the Project Schedule will be equitably adjusted to reflect the period of suspension.

6. **Survival.** Sections 4.5, 4.6, 6, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19, and any other provisions that by their nature should reasonably survive expiration or termination will so survive.

XIII. Assignment and Subcontracting

1. **Assignment.** Neither Party may assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed; provided, however, that:

a. Contractor may assign this Agreement without Client's consent to:

    i. any affiliate of Contractor; or

    ii. any successor entity in connection with a merger, consolidation, or sale of all or substantially all of Contractor's assets or equity, provided that such assignee assumes in writing all of Contractor's obligations under this Agreement; and

b. nothing in this Section will prohibit Client from assigning its rights and obligations under this Agreement to another governmental entity that is a successor to Client by operation of law.

2. **Subcontractors.** Contractor may engage subcontractors or independent consultants to perform portions of the Services, provided that:

    a. Contractor remains fully responsible for the acts and omissions of its subcontractors and consultants; and

    b. any subcontractors or consultants engaged by Contractor are bound by contractual obligations consistent with this Agreement, including obligations relating to confidentiality and intellectual property.

3. **No Third-Party Beneficiaries.** Except as expressly provided with respect to indemnitees, nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties and their respective permitted successors and assigns any rights or remedies.

XIV. Notices

1. **Method and Addresses.** All notices, demands, consents, approvals, and other communications required or permitted under this Agreement (each, a **"Notice"**) will be in writing and will be deemed given and received:

    a. when delivered personally with a signed receipt;

    b. on the next business day after deposit with a nationally recognized overnight courier service, charges prepaid, with delivery confirmation; or

    c. on the third business day after being deposited in the United States mail, postage prepaid, certified or registered, return receipt requested,
    in each case addressed as follows (or to such other address as a Party may designate by Notice to the other Party):

To Client:
City of Beatrice, Nebraska
Attn: Tobias J. Tempelmeyer, City Administrator
City of Beatrice
400 Ella Street
Beatrice, NE 68310

With a copy (which will not constitute Notice) to:

City Attorney
City of Beatrice, Nebraska
400 Ella Street
Beatrice, NE 68310

To Contractor:
J.A. Analysis Group, LLC
Attn: Mr. Jahangir Akbar, President and Principal
18208 Preston Road, Suite D9-159
Dallas, Texas 75252
Tel: 617.959.5986
Email: jakbar@jaanalysisgroup.com

2. **Change of Address.** Either Party may change its address for Notice by providing Notice to the other Party in accordance with this Section 14.

XV. Compliance with Laws and Regulations

1. **General Compliance.** Contractor will comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and orders in connection with the performance of the Services, including, without limitation:

    a. equal employment opportunity and non-discrimination laws;

    b. occupational safety and health regulations;

    c. applicable professional licensing and registration requirements; and

    d. applicable data privacy and security requirements with respect to any personal or sensitive information received from Client.

2. **Permits and Licenses.** Contractor will obtain and maintain, at its own expense, all permits, licenses, registrations, and approvals required by applicable law for the performance of the Services.

3. **Export and Trade Compliance.** To the extent applicable, Contractor will comply with U.S. export control and trade sanctions laws and regulations in connection with the performance of the Services and any transfer of data, technology, or software.

XVI. Limitation of Liability

1. **Limitation of Aggregate Liability.** To the fullest extent permitted by law, and except for:

    a. each Party's indemnification obligations under Section 11; and

    b. Contractor's liability for its willful misconduct or gross negligence, the total aggregate liability of Contractor to Client arising out of or in connection with this Agreement, the Services, or the Work Product, whether in contract, tort (including negligence), strict liability, or otherwise, will not exceed an amount equal to the total fees actually paid by Client to Contractor under this Agreement.

2. **Exclusion of Certain Damages.** To the fullest extent permitted by law, neither Party will be liable to the other Party for any:

    a. consequential, incidental, indirect, special, exemplary, or punitive damages; or

    b. lost profits, loss of business opportunity, or loss of goodwill, arising out of or in connection with this Agreement or the Services, even if such Party has been advised of the possibility of such damages.

3. **Application.** The limitations and exclusions in this Section 16 will apply regardless of the form of action and will apply even if any limited remedy under this Agreement fails of its essential purpose.

XVII. Governing Law; Venue

1. **Governing Law.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Nebraska, without giving effect to any choice-of-law or conflict-of-law provision or rule that would cause the laws of any other jurisdiction to apply.

2. **Venue.** The Parties agree that any legal action or proceeding arising out of or relating to this Agreement will be brought exclusively in a state court of competent jurisdiction located in Gage County, Nebraska, and each Party hereby irrevocably submits to the personal jurisdiction and venue of such courts.

XVIII. Dispute Resolution; Attorneys' Fees

1. **Good Faith Negotiation.** In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the breach thereof (a **"Dispute"**), the Parties will first attempt in good faith to resolve the Dispute through informal negotiations between senior representatives of the Parties.

2. **Mediation (Optional).** If the Parties are unable to resolve the Dispute through negotiation within thirty (30) business days after written notice of the Dispute, either Party may request that the Parties participate in non-binding mediation conducted by a mutually agreed mediator in Nebraska. The costs of mediation will be shared equally by the Parties, except that each Party will bear its own attorneys' fees.

3. **Litigation.** If the Dispute is not resolved through negotiation or mediation, either Party may pursue any remedies available at law or in equity, subject to the terms and limitations of this Agreement.

4. **Attorneys' Fees.** In any action or proceeding to enforce or interpret this Agreement, the substantially prevailing Party will be entitled to recover its reasonable attorneys' fees, court costs, and expert witness fees from the other Party, in addition to any other relief to which such Party may be entitled.

XIX. Force Majeure

1. **Definition.** Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment obligations) to the extent caused by events beyond its reasonable control, including, without limitation: acts of God; pandemics, natural disasters; acts of war, terrorism, or civil disturbance; strikes or labor disputes (excluding those involving the affected Party's own workforce to the extent reasonably within its control); governmental actions or orders; or failures or interruptions of utilities, telecommunications, or networks not caused by the affected Party (each, a **"Force Majeure Event"**).

2. **Notice and Mitigation.** The Party claiming relief due to a Force Majeure Event will:

    a. promptly notify the other Party in writing of the occurrence of the Force Majeure Event and its expected duration; and

    b. use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as reasonably practicable.

3. **Extension of Time.** The time for performance of the affected obligations will be extended by a period equal to the duration of the Force Majeure Event, plus a reasonable period for resumption of performance.

XX. Non-Discrimination

1. **Equal Opportunity.** Contractor will not discriminate against any individual in the performance of the Services on the basis of race, color, religion, sex, national origin, age, disability, veteran status, or any other protected characteristic under applicable federal, state, or local law.

2. **Compliance.** Contractor will comply with all applicable equal opportunity and non-discrimination laws and regulations.

XXI. Miscellaneous

1. **Entire Agreement.** This Agreement, together with all Attachments and any executed Change Orders, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and representations, whether oral or written, relating thereto.

2. **Amendments.** This Agreement may be amended, modified, or supplemented only by a written instrument executed by duly authorized representatives of both Parties and, where required, approved by the governing body of Client.

3. **Waiver.** No waiver by either Party of any breach or default under this Agreement will be effective unless in writing, and no such waiver will be deemed a waiver of any subsequent breach or default. The failure or delay of either Party to exercise any right or remedy will not constitute a waiver of such right or remedy.

4. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the remaining provisions will remain in full force and effect, and the Parties will negotiate in good faith to replace such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that most closely reflects the Parties' original intent.

5. **Further Assurances.** Each Party agrees to execute and deliver such additional documents and take such further actions as may be reasonably necessary or desirable to carry out the purposes and intent of this Agreement.

6. **Headings.** The headings and section titles in this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

7. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Signatures delivered by electronic means (including PDF or other electronic image) will be deemed original signatures for all purposes.

8. **No Construction Against Drafter.** This Agreement will be construed as if drafted jointly by the Parties and will not be construed against any Party by reason of its role in drafting or revising this Agreement.

XXII. Definitions

1. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined herein will have the meanings assigned to them in the Recitals or in the body of the Agreement.

[***Remainder of Page Intentionally Blank – Signature Page Follows***]

Signature Page

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

Client:

City of Beatrice, Nebraska

By: ______________________________
Name: Bob Morgan
Title: Mayor

Date: 9-21-26

Contractor:

J.A. Analysis Group, LLC

By: ______________________________
Name: Jahangir Akbar
Title: President and Principal

Date: _____9/17/26______________________

Attachment A - Scope of Services and Project Deliverables

1. **Overview.** Contractor will perform professional consulting services to prepare a comprehensive Downtown Business Recruitment Feasibility Study and Strategic Plan for the City of Beatrice, Nebraska, substantially as set forth in this Attachment A.

2. **Tasks.** Without limiting the generality of Section 1 of the Agreement, the Services will include the following tasks, which may be further detailed by mutual written agreement of the Parties:

Proposed Scope of Work
J.A. Analysis Group will implement a focused, six-phase approach that transforms data into action. By combining economic analysis, stakeholder engagement, Downtown economy evaluation, and business attraction planning, J.A. Analysis Group will identify realistic opportunities to diversify Beatrice's economy, strengthen employment, and increase economic resilience. The result will be a market-driven strategy that identifies target industries, addresses barriers to growth, and provides a clear roadmap for attracting investment and supporting local businesses.

Schedule Considerations
Project schedule assumes timely participation by City staff. Delays in Notice to Proceed, data provision, review comments, stakeholder identification, scheduling, or other City responsibilities may require adjustment of the project schedule.

Additional Services
Services not expressly identified in this scope, including additional meetings, presentations, survey efforts, stakeholder interviews, analyses, revisions, data collection efforts, or other requested work products, may be provided upon mutual agreement and may require an amendment to the scope, schedule, and fee. Additionally, working files, GIS databases, survey datasets, financial models, and proprietary analytical methodologies are not project deliverables unless specifically identified in this Scope of Work.

PROJECT KICKOFF AND FOUNDATIONAL ALIGNMENT

Task 1.1: Project Initiation, Discovery, and Stakeholder Engagement

J.A. Analysis Group will require a wide range of data and information from the City to adequately complete this plan. Prior to the kickoff meeting, J.A. Analysis Group will develop a list of public information to be conveyed by the City to the Consultant at the kickoff meeting. The City will provide available data and information necessary to complete the study.

J.A. Analysis Group will schedule a kickoff meeting involving City staff to confirm project objectives, communication protocols, schedule, key milestones, and data needs. We will establish biweekly meetings, up to twelve (12), with City staff throughout the project to ensure efficient communication and timely decision-making. If desired, we will assist the City in identifying and structuring a Working Group, of between 8 to 10 individuals, to support coordination and guidance throughout the study, as we recommend having a diverse group of stakeholders to ensure there is political buy-in for the overall strategy.

We will conduct a site visit of Downtown Beatrice (with city staff) and key commercial corridors to assess existing business conditions, redevelopment opportunities, downtown assets, and the areas most affected by the CAST Initiative and Highway 136 reroute, providing firsthand insight that will inform the market analysis, feasibility assessment, and strategic recommendations.

J.A. Analysis Group will also conduct targeted interviews (15) with key stakeholders (City will identify), including City leadership, Working Group members, downtown business and property owners, economic development partners, major employers, tourism organizations, developers, educational institutions, community organizations, and housing stakeholders.

Task 1.2: Existing Plans, Market Conditions, and Situation Assessment Review

J.A. Analysis Group will review relevant plans, studies, and initiatives, including the CAST Initiative, Downtown Revitalization Plan, Court Street Corridor Master Plan, housing and redevelopment efforts, tourism initiatives, and other economic development studies and investments that influence downtown growth. The City will provide all available data, reports, and documents. This assessment will ensure that future recommendations reflect both market realities and community priorities. The result will be a strong analytical foundation for identifying viable business recruitment opportunities and developing an actionable strategy for leveraging the CAST investment to support long-term downtown economic growth.

Phase 01 Deliverables

J.A. Analysis Group will provide a Project Initiation and Existing Conditions Memorandum summarizing stakeholder interview findings, key themes and priorities, existing plans and studies reviewed, baseline economic and market conditions, downtown opportunities and constraints, and the stakeholder and community engagement strategy. Document will be provided electronically, and one consolidated round of client comments is included for each draft deliverable.

TASK BUDGET AMOUNT: $5,700

PHASE 02 — UNDERSTANDING BEATRICE'S ECONOMIC LANDSCAPE AND IDENTIFYING NEEDS AND GAPS

Task 2.1: Economic and Existing Conditions Analysis

J.A. Analysis Group will develop a comprehensive profile of Beatrice's economic conditions and market potential using ESRI Business Analyst, ACS Census data, labor market information, real estate trends, and local economic indicators. Our analysis will evaluate population and employment trends, industry composition, wage growth, business trends, household incomes, housing market, and development activity. We will compare against Gage County and the State of Nebraska where appropriate.

We will also utilize GIS mapping and spatial analysis to identify downtown assets, redevelopment opportunities, business clusters, development constraints, and locations capable of supporting future investment. This effort will establish the baseline conditions that shape business attraction, redevelopment, and long-term economic growth. As part of the mapping process, we will create a site-based inventory map of the downtown area covering, priority vacant spots, vacant spots, infill locations, underutilized properties, and redevelopment opportunities. The identification of priority areas and redevelopment opportunities will be based on feedback from the City and stakeholders during the duration of the project.

Task 2.2: Economic Competitiveness and Business Opportunity Analysis

J.A. Analysis Group will evaluate Beatrice's economic competitiveness and long-term growth potential. Using labor market analytics, location quotient analysis, industry cluster analysis, employment and wage trends, and stakeholder input, we will identify the sectors driving the local economy and evaluate opportunities for future business growth.

Additionally, J.A. Analysis Group will assess Downtown Beatrice's competitive position within the regional marketplace through market research, peer community (3 municipalities) benchmarking, consumer demand analysis, and stakeholder engagement. This analysis will identify competitive advantages, market gaps, and business opportunities that align with changing market conditions following the Highway 136 reroute and support long-term downtown vitality.

Task 2.3: Retail Gap and Trade Area Analysis

J.A. Analysis Group will conduct a comprehensive retail gap and trade area analysis to identify opportunities for business recruitment and downtown investment. Using ESRI Business Analyst, interviews, and other market intelligence tools, we will define trade areas based on customer draw patterns, drive times, competing commercial districts, transportation networks, and market conditions. We will evaluate consumer spending patterns, retail supply and demand, and retail leakage by NAICS category to identify underserved markets, unmet consumer demand, and opportunities for new retail, restaurant, and service entertainment businesses. The analysis will also develop customer profiles and spending characteristics to better understand who shops in Beatrice, where customers originate, and which business types are most likely to have the greatest consumer demand.

Task 2.4: Commercial Real Estate and Business Climate Assessment

J.A. Analysis Group will evaluate commercial (retail, office, and industrial) real estate metrics including rents, vacancies, and redevelopment opportunities. Additionally, we will research the housing market (both owner and rental) to understand pricing and the effect on workers.

We will also analyze workforce characteristics, infrastructure assets, broadband access, and other factors that influence Downtown Beatrice's competitiveness and investment readiness. The analysis will help us identify business climate strengths, potential investment barriers, redevelopment challenges, and opportunities to strengthen downtown's attractiveness to entrepreneurs, developers, and employers.

While the CAST Initiative creates opportunities to transform Court Street, reduced pass-through traffic may affect or displace businesses that currently benefit from highway-related activity and convenience spending. We will assess the potential magnitude of these impacts in the local economy.

Phase 02 Deliverables

J.A. Analysis Group will prepare a Downtown Existing Conditions and Opportunity Assessment Memorandum summarizing observations from the site visit, including key business districts, redevelopment and infill opportunities, downtown assets, gateway corridors, and areas affected by the CAST Initiative and Highway 136 reroute. Document will be provided electronically, and one consolidated round of client comments is included for each draft deliverable.

TASK BUDGET AMOUNT: $9,000

PHASE 03 — CONNECTING COMMUNITY VOICES WITH MARKET REALITIES

Task 3.1: Ongoing Coordination with City Staff and Working Group

J.A. Analysis Group will maintain regular biweekly coordination with City staff through scheduled project meetings to review findings, discuss emerging issues, and ensure alignment with City priorities.

J.A. Analysis Group will facilitate up to three (3) Working Group meetings at three key milestones: presentation of preliminary findings, discussion of development barriers, and review of draft strategies. This will help to guide the study's direction, validate results, and refine implementation approaches.

Task 3.2: Community Survey

To broaden participation and ensure residents and stakeholders have an opportunity to provide input, J.A. Analysis Group will administer an online community survey through Survey Monkey. The City shall be responsible for distributing the survey through its communication channels and the survey will be active for four weeks. J.A. Analysis Group will monitor responses and provide an analysis and summary of the results. The information will be used to gather feedback regarding downtown strengths and challenges, desired businesses and amenities, and redevelopment opportunities.

Task 3.3: Working Group Presentation of Market Findings and Barriers

Following completion of the market, retail gap, and business climate analysis, J.A. Analysis Group will virtually present findings to the Working Group. This session will focus on validating market opportunities, business recruitment targets, redevelopment potential, and the potential impacts of the Highway 136 reroute. The working group will also help identify key development barriers, investment constraints, and strategic priorities that should be addressed through the Downtown Business Recruitment Feasibility Study and Strategic Plan.

Task 3.4: Community Open House and Opportunity Assessment

Following review by the working group, J.A. Analysis Group will facilitate one (1) public open house of up to two hours to share market findings, business opportunities, redevelopment potential, and identified barriers with the broader public. City will provide venue, advertising, and meeting logistics. J.A. Analysis Group is responsible for facilitation only and cannot guarantee attendance levels or participation. Feedback will be documented and incorporated into the development of strategic recommendations.

Task 3.5: Working Group Review and Public Presentation of Draft Strategies

Building on the completed analysis and community engagement process, J.A. Analysis Group will develop draft business recruitment, redevelopment, and implementation strategies. These recommendations will first be presented virtually to the Working Group for review and refinement to ensure they are practical, market-supported, and aligned with community priorities.

Following Working Group review, J.A. Analysis Group will conduct one (1) in-person public presentation of the draft recommendations and gather additional feedback to refine and finalize the Downtown Business Recruitment Feasibility Study and Strategic Plan. City will provide venue, advertising, and meeting logistics. J.A. Analysis Group is responsible for facilitation only and cannot guarantee attendance levels or participation. Feedback will be documented and incorporated into the development of strategic recommendations.

Phase 03 Deliverable

J.A. Analysis Group will compose a Community Engagement and Opportunity Assessment Memorandum summarizing stakeholder engagement findings including interviews, survey results, public meeting outcomes, redevelopment opportunities, business recruitment priorities, and key themes that will inform the final Downtown Business Recruitment Feasibility Study and Strategic Plan. Document will be provided electronically, and one consolidated round of client comments is included for each draft deliverable.

TASK BUDGET AMOUNT: $12,900

PHASE 04 — DEVELOPMENT FEASIBLITY, FISCAL AND ECONOMIC IMPACT, AND BARRIERS ASSESSMENT

Task 4.1: Development Feasibility and Investment Analysis

J.A. Analysis Group will conduct a development feasibility analysis to evaluate the market and financial viability of three development scenarios (retail, commercial/industrial, residential, or mixed-use) identified through the market analysis. Using market data, industry benchmarks, stakeholder input, and pro forma-level financial modeling, we will assess the potential demand, market penetration, development costs, revenue potential, and investment performance associated with the targeted business and development opportunities. Analysis will be conducted at a planning-level and is not intended to replace site-specific due diligence, appraisal, engineering, or architectural analysis.

The analysis will evaluate capital investment requirements, operating assumptions, financing constraints, and anticipated returns necessary to attract private investment. We will identify market conditions, development barriers, and funding gaps that may affect project feasibility.

Task 4.2: Economic and Fiscal Impact Analysis

J.A. Analysis Group will evaluate the economic and fiscal impacts associated with the three development scenarios (retail, commercial/industrial, residential, or mixed-use). The fiscal and economic impact estimates are planning-level forecasts based on available data and assumptions and should not be interpreted as guarantees of future performance.

Using industry-standard modeling techniques, we will estimate potential private investment, job creation, potential employee earnings, and overall economic activity generated by targeted business recruitment and redevelopment initiatives. In addition, we will conduct a fiscal impact analysis to estimate potential net new tax revenues resulting from the three development scenarios, as well as associated costs. The analysis will help the City understand the return on investment associated with downtown revitalization efforts and identify the business sectors and development opportunities most likely to generate long-term economic growth, employment, and fiscal benefits for Downtown Beatrice.

Task 4.3: Business Attraction Barriers, Competitive Positioning, and Best Practices Analysis

J.A. Analysis Group will conduct a comprehensive assessment of the factors that influence Downtown Beatrice's ability to attract and retain businesses, investment, and redevelopment activity. J.A. Analysis Group will identify key barriers to investment, including workforce and housing constraints, site availability, redevelopment challenges, financing gaps, infrastructure needs, and market perceptions.

J.A. Analysis Group will investigate three case study communities that have successfully leveraged downtown revitalization, business recruitment, corridor transformations, or major public investments to stimulate private-sector growth. J.A. Analysis Group will work closely with the Client to identify these case study communities to ensure they are applicable to Beatrice. This analysis and best-practice research will help identify successful business attraction strategies, redevelopment initiatives, catalytic projects, incentive programs, and implementation approaches that can be adapted to Beatrice's unique market conditions.

Phase 04 Deliverable

J.A. Analysis Group will prepare a Development Feasibility and Economic Impact Memorandum summarizing priority development opportunities, feasibility findings, economic and fiscal impacts, investment barriers, and strategic actions needed to support business recruitment, private investment, and downtown revitalization. Document will be provided electronically, and one consolidated round of client comments is included for each draft deliverable.

TASK BUDGET AMOUNT: $13,500

PHASE 05 —STRATEGY AND IMPLEMENTATION ROADMAP

Task 5.1: Business Recruitment and Downtown Development Strategy

J.A. Analysis Group will develop a Business Recruitment and Downtown Development Strategy for Downtown Beatrice. The strategy will identify target business sectors, priority redevelopment opportunities, and market-supported investment opportunities that capitalize on the opportunities created by the CAST Initiative.

The strategy will include business attraction and retention initiatives, redevelopment and infill opportunities, housing and mixed-use development recommendations, placemaking and destination development strategies, and tools to strengthen Downtown Beatrice's competitiveness. Recommendations will also identify potential financing tools, incentive programs, partnership opportunities, and actions needed to attract private investment, support local businesses, offset potential impacts associated with reduced pass-through traffic, and position Downtown Beatrice as a vibrant destination for residents, workers, businesses, and visitors.

Task 5.2: Implementation Framework and Action Plan

J.A. Analysis Group will translate all recommendations into a practical implementation framework that provides the City with a clear roadmap for advancing downtown revitalization and business recruitment objectives. The implementation plan will organize recommendations into short-, medium-, and long-term actions and identify priority initiatives, responsible partners, implementation timelines, potential funding sources, incentive opportunities, and key milestones necessary for successful execution.

To support accountability and long-term success, the implementation framework will include performance measures related to business attraction, redevelopment activity, private investment, job creation, housing development, tax base growth, and downtown occupancy. The final action matrix will provide City leadership and community partners with a user-friendly tool for tracking progress, coordinating efforts, and adapting priorities over time, resulting in a realistic and implementation-focused roadmap.

Phase 05 Deliverable

J.A. Analysis Group will prepare a Downtown Business Recruitment and Strategic Action Plan identifying target business sectors, redevelopment opportunities, priority investments, and implementation actions. Document will be provided electronically, and one consolidated round of client comments is included for each draft deliverable.

TASK BUDGET AMOUNT: $8,100

PHASE 06 — FINAL REPORT AND PRESENTATIONS

Task 6.1: Final Report Preparation

J.A. Analysis Group will prepare a Draft Downtown Business Recruitment Feasibility Study and Strategic Plan that integrates the market analysis, retail gap assessment, business climate evaluation, feasibility analysis, economic and fiscal impact findings, stakeholder input, and strategic recommendations into a single, user-friendly document. Format of the document will be discussed at the kickoff meeting. Following the City's consolidated review comments, J.A. Analysis Group will prepare the Final Plan.

Task 6.2: Final Presentation and Plan Adoption

J.A. Analysis Group will provide one (1) final presentation to the City Council. Any feedback received during the presentation will be considered and incorporated, as appropriate and consistent with the approved scope of work.

Phase 06 Deliverables

We will provide the City with a Final Downtown Business Recruitment Feasibility Study and Strategic Plan, accompanied by an Executive Summary, that synthesizes market findings, opportunity and barriers analysis, stakeholder input, and implementation recommendations that offer a practical roadmap for Downtown development and business attraction. Document will be provided electronically, and one consolidated round of client comments is included for each draft deliverable.

TASK BUDGET AMOUNT: $8,700

TOTAL PROJECT BUDGET FOR PHASES 1-6: $57,900

1. **Deliverables.** Contractor will provide the following deliverables, in such format as may be mutually agreed (electronic PDF and editable formats where appropriate):

    a. Phase 01 Deliverables - J.A. Analysis Group will provide a Project Initiation and Existing Conditions Memorandum summarizing stakeholder interview findings, key themes and priorities, existing plans and studies reviewed, baseline economic and market conditions, downtown opportunities and constraints, and the stakeholder and community engagement strategy. Document will be provided electronically, and one consolidated round of client comments is included for each draft deliverable.

    b. Phase 02 Deliverables - J.A. Analysis Group will prepare a Downtown Existing Conditions and Opportunity Assessment Memorandum summarizing observations from the site visit, including key business districts, redevelopment and infill opportunities, downtown assets, gateway corridors, and areas affected by the CAST Initiative and Highway 136 reroute. Document will be provided electronically, and one consolidated round of client comments is included for each draft deliverable.

    c. Phase 03 Deliverable - J.A. Analysis Group will compose a Community Engagement and Opportunity Assessment Memorandum summarizing stakeholder engagement findings including interviews, survey results, public meeting outcomes, redevelopment opportunities, business recruitment priorities, and key themes that will inform the final Downtown Business Recruitment Feasibility Study and Strategic Plan. Document will be provided electronically, and one consolidated round of client comments is included for each draft deliverable.

    d. Phase 04 Deliverable - J.A. Analysis Group will prepare a Development Feasibility and Economic Impact Memorandum summarizing priority development opportunities, feasibility findings, economic and fiscal impacts, investment barriers, and strategic actions needed to support business recruitment, private investment, and downtown revitalization. Document will be provided electronically, and one consolidated round of client comments is included for each draft deliverable.

    e. Phase 05 Deliverable - J.A. Analysis Group will prepare a Downtown Business Recruitment and Strategic Action Plan identifying target business sectors, redevelopment opportunities, priority investments, and implementation actions. Document will be provided electronically, and one consolidated round of client comments is included for each draft deliverable.

    f. Phase 06 Deliverables - J.A. Analysis Group will provide the City with a Final Downtown Business Recruitment Feasibility Study and Strategic Plan, accompanied by an Executive Summary, that synthesizes market findings, opportunity and barriers analysis, stakeholder input, and implementation recommendations that offer a practical roadmap for Downtown development and business attraction. Document will be provided electronically, and one consolidated round of client comments is included for each draft deliverable.

g. Presentation materials (e.g., slide deck) for internal and public presentations.

2. **Schedule.** Unless otherwise agreed in writing:

   a. Task 1–2 will be substantially completed within approximately twelve (12) weeks after the Effective Date.

   b. Task 3–4 will be substantially completed within approximately eight (8) weeks thereafter.

   c. Task 5-6 and delivery of the final report will be completed within six (6) months of the Effective Date, subject to timely receipt of information and approvals from Client.

3. **Client Responsibilities.** Client will:

   a. designate the Client Representative with authority to make decisions and provide approvals on behalf of Client;

   b. timely provide access to relevant data, documents, and personnel reasonably requested by Contractor; and

   c. review draft deliverables and provide consolidated comments within the time periods specified in the Agreement.

Attachment B - Compensation and Payment Terms

1. **Compensation.**

    a. **Base Services (<u>Attachment A</u> Tasks 1–6).** Client will pay Contractor a Time-and-Expense fee on a percentage completion basis of not to exceed __fifty-seven thousand nine hundred__________ dollars (US $_57,900________) for completion of the Services described in **<u>Attachment A</u>**, subject to the terms of the Agreement.

    b. **Additional Services.** Services requested by Client that are outside the Scope of Services in Attachment A will be performed only if authorized in a written Change Order and will be compensated on a time-and-materials basis at Contractor's then-current standard hourly rates, which as of the Effective Date include:

        i. Principal: $_150____ per hour; and,

        ii. such additional classifications and rates as may be set forth in this **<u>Attachment B</u>**.

2. **Payment Schedule.** Unless otherwise agreed in writing:

    a. Payment will be based on monthly time-and-expense rates and calculated on a percentage completion basis and billed monthly.

3. **Invoicing and Payment.**

    a. Contractor will submit invoices in accordance with Section 4 of the Agreement and this Attachment B.

    b. Each invoice will identify:

        i. the portion of the Time-and-Expense Fee, as a percentage completion of the overall project, associated with the completed milestone(s);

        ii. any authorized time-and-materials services; and

        iii. any authorized reimbursable expenses (if applicable).

    c. Payment due dates, interest on late payments, and procedures for disputed amounts will be as set forth in <u>Section 4</u> of the Agreement.

STAKE YOUR CLAIM
BEATRICE
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MEMORANDUM

TO:	Mayor & City Council	**DATE SUBMITTED:**	September 17, 2026
FROM:	Tobias J. Tempelmeyer City Administrator and General Manager	**FOR AGENDA OF:**	September 21, 2026
SUBJECT:	Downtown Feasibility Study and Strategic Plan	**EXHIBIT(S):**	

The City of Beatrice was awarded a $48,000 USDA RBDG grant to conduct a Business Recruitment Feasibility Study and a Downtown Strategic Plan.

The City issued an RFP and received one (1) response. The Downtown Committee reviewed the proposal from JA Analysis Group, LLC and recommends accepting their proposal. JA Analysis' fee is $57,900.

Our match is $24,000 with $12,000 in cash and $12,000 in-kind.