

AGREEMENT
BETWEEN
HANNA:KEELAN ASSOCIATES, P.C.
&
CITY OF WAVERLY, NEBRASKA

This **AGREEMENT** is made by and between the **City of Waverly, Nebraska** (hereinafter referred to as the **CITY**) and the consulting firm of **Hanna:Keelan Associates**, of Lincoln, Nebraska (hereinafter referred to as the **Consultant**). The **CITY** hereby engages the services of the **Consultant** to conduct a **Community Planning Program 2027** consisting of a review and update of the **City's Comprehensive Plan and Zoning/Subdivision Regulations**.

I. Scope of Work

1.1 **Consultant's Responsibilities**: The **Consultant** agrees to provide the following services:

- A. Conduct a **Community Planning Program 2027**, consisting of the review and update of the **City's Comprehensive Plan and Zoning/Subdivision Regulations**. The **Scope of Work** for conducting the **Planning Program** is identified in **Attachment A**, included as a part of this **AGREEMENT**.

1.2 **CITY'S Responsibilities**: To facilitate the **Consultant's** accomplishment of the services set forth in paragraph 1.1, above, the **CITY** agrees to provide the following supportive services:

- A. Provide general information required to complete the **Community Planning Program 2027**, including planning and zoning information and input from staff.
- B. Assist **Consultant** in designing and implementing a Community Opinion Survey and scheduling and facilitating meetings in Waverly for the implementation of the proposed Citizen Participation activities, as identified in **Attachment A**.
- C. Upon request by the **Consultant**, the **CITY** will inform the **Consultant** as to the whereabouts of various data/information, necessary to complete the **Community Planning Program 2027**. The collection of other various data/information needs will be the sole responsibility of the **Consultant**.

II. Compensation/Performance

2.1 **Payment for Services**: The **CITY** agrees to pay the **Consultant** a fee of Twenty-Five Thousand Dollars (\$25,000) for services rendered and expenses incurred in performing the responsibilities under this **AGREEMENT**. Payments for services rendered will be made at 25, 50, 75 and 100 percent of completion.

2.2 **Assignment**: This **AGREEMENT** shall not be assigned by the **Consultant** without prior written approval of the **CITY**. In the absences of such written approval, any attempt at assignment shall render this **AGREEMENT** void.

2.3 Indemnity: The **Consultant** agrees to indemnify and hold the **CITY** harmless from all liabilities to third parties proximately caused by the negligent acts or omissions of the **Consultant**, its employees, agents or representatives.

2.4 Time of Performance: The **Consultant** agrees to complete the specified services as described in **Attachment A** of this **AGREEMENT**, within an eight month period. The **CITY** may, at its discretion, extend the time period of this **AGREEMENT** upon good cause shown by the **Consultant**. **Consultant** will provide the **CITY** with an electronic PDF and a hard copy of the completed review and update of the **Comprehensive Plan and Zoning/Subdivision Regulations**.

2.5 Termination: The **CITY** reserves the right to terminate this **AGREEMENT**, with or without cause, upon 10 days written notice to the **Consultant**. In the event of such termination, the **CITY** agrees to compensate the **Consultant** for those items enumerated in Article II above, in an amount equivalent to the reasonable value of services rendered to the date of termination plus the actual expenses incurred.

2.6 Integration: This **AGREEMENT** represents the parties' entire agreement, and the same shall not be modified except in writing, signed by both parties.

2.7 Modification: This **AGREEMENT** may be modified at any time by agreement of both parties in writing.

Signed by authorized representatives of the parties on the dates indicated.

Date

HANNA:KEELAN ASSOCIATES

Date

CITY OF WAVERLY, NEBRASKA

ATTACHMENT A

City of Waverly, Nebraska Community Planning Program 2026

Review and Update the City's Comprehensive Plan & Zoning/Subdivision Regulations.

Scope of Work. Meetings and Discussion Topics.

July 30, 2026, Planning Commission Meeting #1.

- a. Purpose of the Community Planning Program.
- b. Discussion and approval of a Community Survey.
- c. Discussion of "draft" Resolution for a Moratorium on the development of selected land uses during the review and update period.

Date, 2026, Planning Commission Meeting #2.

- a. Review of Community Survey Results.
- b. Recommended Resolution for a Moratorium to the City Council.
- c. Discuss current Demographics in Waverly and Planning Jurisdiction.
- d. Review of Section 3, Community & Economic Preservation & Growth/Development Initiatives.
- e. Review of Section 4, Existing & Future Land Use Planning.

Date, 2026, Planning Commission Meeting #3.

- a. Finalize Recommendations for Items d and e above.
- b. Review current Zoning/Subdivision Regulations.

Date, 2027, Planning Commission Meeting #4.

- a. Recommended Zoning/Subdivision Regulations Revisions.
- b. Discuss Future Housing, Community/Economic Development, Public Facilities, Utilities and Transportation Needs/Demands of Waverly.

Date, 2027, Planning Commission Meeting #5.

- a. Discuss and approve updated Comprehensive Plan and Zoning/Subdivision Regulations and set Public Hearing date.