

City Council Special Meeting  
Wednesday, July 8, 2026 6:00 PM  
City Hall  
1029 Court Street  
Gibbon, NE 68840

1. Opening Procedures

1.1. Call to Order

1.2. Pledge of Allegiance

1.3. Announcement of Open Meetings Act

This is an open meeting of the Gibbon City Council. The City of Gibbon abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed on the south wall of the Council Chambers as required by state law.

The City Council may vote to go into closed session on any agenda item as allowed by state law.

1.4. Roll Call

2. Reserve Time to Speak on Agenda Items

There will be time to speak on agenda action items at the time of discussion prior to any vote of the Council. .

3. Discussion of the Proposed Contract with Marvin Planning Consultants, Inc., to Provide Planning Services for the Planning Grant. (CDBG #25-PP-005).

4. Resolution and Motions

4.1. Consider a Motion to Approve Contract with Marvin Planning Consultants, Inc., to Provide Planning Services for the Planning Grant. (CDBG #25-PP-005).

4.2. Consider a Motion to Authorize Mayor to Execute the Contract with Marvin Planning Consultants for Planning Grant Services in an Amount not to Exceed \$60,000.00 for the 2025 Planning Grant. (CDBG #25-PP-005).

5. Other Items

5.1. Next Regular Council Meeting will be on Monday, July 20th, 2026 at 7:00 p.m.

6. Adjourn



**CDBG AGENDA ITEMS**  
**City of Gibbon**  
**June 15, 2026**  
**CDBG # 25-PP-005**  
**CDBG Planning Grant**

**The City of Gibbon has been awarded \$53,000 from the Nebraska Department of Economic Development to undertake a planning study for a comprehensive plan update and updates to other city planning documents.**

**Agenda Item #\_\_\_: Discussion of the Procurement Process and Negotiation with highest scoring firm. Approve contract with Marvin Planning Consultants, Inc., to provide planning services for the Planning grant. (CDBG #25-PP-005).**

- Scoring of the four submissions took place on May 18<sup>th</sup>.
- Based on the councilmember's scoring, Marvin Planning Consultants received the highest score.
- A motion was made authorizing the Mayor and Administrator to negotiate with the highest scoring firm.

**Agenda Item #\_\_\_: Authorize Mayor to execute the contract with Marvin Planning Consultants for Planning grant services in an amount not to exceed \$60,000.00 for the 2025 planning grant. (CDBG #25-PP-005).**

## **CDBG PROFESSIONAL SERVICE/CONSULTANT AGREEMENT**

---

**Project Title: 2026 Gibbon, Nebraska Comprehensive Planning Project**

**THIS AGREEMENT** made and entered into by and between the City of Gibbon, Nebraska (hereinafter referred to as the City) and Marvin Planning Consultants, Inc. (hereinafter referred to as the Consultant).

**WITNESSES THAT:**

**WHEREAS**, the City [1029 Court Street, Gibbon, NE 68840] and the Consultant [382 N 4th St, David City, NE 68632] are desirous of entering into a contract to formalize their relationship, and

**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 25-PP-005, has been awarded CDBG funds for the purposes set forth herein, and

**WHEREAS**, the Scope of Work included in this contract is authorized as part of the City 's approved CDBG program, and

**WHEREAS**, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**1. Services to be Provided by the Parties**

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (Exhibit A).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

**2. Time of Performance**

The start of the contract shall be June 15, 2026, 2026. The termination date of the contract shall be December 1, 2027 or a later date as determined by approved extensions. The effective date of this contract shall be the date the parties sign and complete execution of the contract.

**3. Compensation**

The City shall reimburse the Consultant in accordance with the Payment Schedule described in Exhibit B for all allowable expenses agreed upon by the parties to complete the Scope of Work. Contract will not use cost-plus or percentage of cost basis. In no event shall the total amount reimbursed by the City exceed the sum of \$60,000 (Sixty thousand dollars). Reimbursement under this Agreement shall be based on invoices that are supported by appropriate documentation of costs incurred.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs.

**4. Record Maintenance, Record Retention, and Access to Records**

The Consultant 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 City or the Department 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 Consultant for a period of ten years after the final audit of the City's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, 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 Consultant involving transactions to this local program and contract.

**5. Relationship**

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

## **6. Suspension, Termination and Close Out**

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective action or investigation, effective not less than seven days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
  - i. Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
  - ii. If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - iii. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.
  
- b. Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.
  - i. The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
  - ii. The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
  - iii. The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

**c. Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv. The City may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

**7. Changes, Amendments, Modifications**

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

**8. Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

**9. Assignability**

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

**10. Reports and Information**

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

**11. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

**12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

**13. Compliance With Local Laws**

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

**14. 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.

**15. 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.

**16. Build America, Buy America Act (BABA)**

The City must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the City's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

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

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. Audits and Inspections**

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

**23. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

**24. Governing Law**

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement, shall be instituted in any court of general jurisdiction in the State of Nebraska. This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this Agreement are identified as follows:

**EXHIBIT A**

SCOPE OF WORK and FEES for GIBBON, NEBRASKA for the 2026 Gibbon, Nebraska Comprehensive Planning Project for the City of Gibbon, Nebraska, consisting of 2 pages.

**EXHIBIT B**


PAYMENT SCHEDULE for GIBBON, NEBRASKA for the 2026 Gibbon, Nebraska Comprehensive Planning Project for the City of Gibbon, Nebraska, consisting of one (1) page.

IN WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

CITY (City of Gibbon, NE)

CONSULTANT (Marvin Planning Consultants, Inc.)

By: \_\_\_\_\_  
Printed Name: Derrick Clevenger  
Title: Mayor  
Address: 1029 Court Street, Gibbon, NE  
68840

  
By: \_\_\_\_\_  
Printed Name: Keith Marvin  
Title: \_\_\_\_\_  
Address: 382 N 4th St, David City, NE 68632

APPROVED as to legal form:  
City Attorney

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

# Proposed Scope of Services

## Exhibit A

### Task 1: Plan Kick-off

#### Process:

- Develop a public participation plan with City staff, designate a steering committee members
- Conduct Planning 101 meeting
- Development of Issues Map and participation.
- Develop proposed meeting schedule
- Develop project website
- Develop the base maps
- Conduct kick-off meeting to discuss project.

#### Outcome:

1. Proposed meeting schedule.
2. A total of one meeting with City staff to develop schedule.
3. Website developed
4. Social media pages established
5. Project teasers and educational material for websites
6. A total of one public workshop meeting including Planning 101.
7. Establish online public engagement strategy and tools.

### Task 2: Community Engagement

#### Process:

- **One Town Hall Meetings** to establish preliminary input for the development of goals, objectives, and policies.
- Conduct up to **4 focus group** meetings with groups/organizations determined by planning team and the City.
- Develop other necessary project surveys through Survey/Monkey or Mindmixer including a youth survey.
- Prepare a summary report of key issues and strategies for the City's acceptance and modify as directed.

#### Outcome:

1. Surveys discussion and questions completed.
2. Completed Town Hall meeting
3. Completed Focus Group Meetings
4. Completed Special Interviews
5. Completed Issues Mapping exercise.

### Task 3: Community Profile

#### Process:

- Prepare population characteristics including:
  - Up-To-Date Historic Data
  - Age Cohort Analysis
  - Migration Analysis
  - Population Trends
  - Population Projections
- Basic Housing Analysis
  - Examine age of housing units
  - Examine standard housing
  - Examine cost of housing
  - Apply housing needs assessment study
- Economic Analysis
  - Household and Per Capita Income
  - Employment by Industry
  - Economic gap analysis
  - Economic Trends
- Survey and evaluate existing and proposed City facilities, including:
  - Parks and recreation
  - Life safety (law enforcement, fire protection, emergency services, response rings/rates for fire and rescue)
  - Education facilities
  - Public facilities
  - Historic facilities
- Survey and evaluate existing communications and infrastructure, including:
  - Identify existing communications types and assets in the community
  - Identify existing water and sewer systems
  - Identify key areas in need of improvement within the water and sewer systems
  - Identify key areas where service extensions may occur in order to support future community expansion.
- Evaluate key Hazards and Hazard policies from the existing Hazard Mitigation Plan for the Gibbon.
- Survey and prepare existing land uses and physical features information for the following use types:
  - Agricultural
  - Residential
  - Commercial
  - Industrial
  - Public and Quasi-Public
  - Parks and Open Spaces

- Evaluate transportation facilities including:
  - Existing road systems and classifications
  - Projected road system needs.
  - Existing highway system
  - Existing trails system (locally and regionally)

#### Outcome:

1. Data supporting the individual chapters such as Population, Housing, Economics, Community Facilities, etc.
2. Survey of existing land uses and facilities throughout Gibbon.
3. Document conditions by location and type of base maps.
4. Strategic Analysis Report including population, economic and land use trends and projections.
5. Evaluation of existing community facilities/recommendations for future needs in Gibbon.
6. A total of two meetings with planning commission and Steering Committee via Zoom/Teams.

### Task 4: Draft Comprehensive Plan

#### Process:

- Completion of the various chapters including any recommendations, goals, objectives, and/or policies.
- Development of a future land use plan including maps (utilizing ArcGIS) addressing specific issues such as, but not limited to:
  - Growth management policies and priority growth areas
  - Commercial development cores and nodes
  - Historic Preservation
  - Community Character and Urban Design
  - Housing and Neighborhoods
  - Economic Development Chapter as discussed in outline
  - Parks, Open spaces and trails
  - Develop Hazards Chapter.
  - Develop Annexation Chapter.
  - Develop new transportation plan based upon:
    - Public input collected during Gibbon Vision Phase
    - Plans being considered by the City, County, and State
    - Observations of the planning team

#### Outcome:

1. Completed growth management plan
2. Completed future land use plan
3. Completed transportation plan.
4. A total of **two public workshop meetings** with Steering Committee

# Proposed Scope of Services

## Task 5: Plan Implementation/Zoning Regulations

### Process:

- Review draft of Gibbon Action Plan - Implementation program for Comprehensive Plan.
- Identify key persons in the community who will need to be involved in the implementation of the Gibbon Comprehensive Plan.
- Research and identify specific funding sources that can aid in the implementation of the Gibbon Comprehensive Plan.
- Zoning ordinances.
- Conduct analysis of the regulations and standards guiding development in the City of Gibbon.
- Analyze and inventory the City of Gibbon's existing development patterns to identify opportunities for revising the existing zoning regulations as well as other key sections such as sign regulations.
- Develop outline of specific issues (positive and negative) identified within the existing regulations.
- Evaluate past Zoning Board of Adjustment and Planning Commission cases to determine opportunities for revisions to the future regulations.
- Conduct analysis of all other existing development elements such as sign regulations, parking and landscaping and others.
- Meet with City staff to discuss specific findings of the research and analysis.
- Meet with Steering Committee to present and discuss outline.
- Develop report of research and findings.

### Outcome:

1. Compile existing documents, regulations and standards regarding the zoning and subdivision regulations.
2. Completed background research/analysis of existing regulations.
3. Completed outline of findings.
4. Completed report of research findings.
5. One meeting with City staff members.
6. One meeting with Steering Committee.

## Phase II: Construction of new Regulations

- Use findings from Phase I to begin development of new zoning ordinance.
- Develop a working outline for this phase of the project with input from the Steering Committee listing the pertinent sections and scope of their coverage.
- Develop drafts of specific sections of the new regulations, including graphics and illustrations, based on analysis.
- Meet with Steering Committee to review and discuss specifics of drafts.
- Develop new zoning map to reflect new districts and district layouts.
- Meet with Steering Committee to present and review draft regulations.

### Support Gibbon

- Provide technical support to City officials and staff through telephone and email consultation and brief reports during plan process.
- Review development plans submitted to the City during the planning process for consistency with the Plan
- Provide technical support after completion and adoption of the plan, by telephone.
- Attend meetings as needed at established hourly rates.

### Blight and Substandard Study

- Site visit to photograph any issues and document items not able to be seen on aerials
- Develop a base map in ArcGIS
- Map all of the conditions present
- Write up the report
- Finalize report
- Review report with City Council
- Attend referral meeting of the City Council
- Attend the Planning Commission meeting to answer questions and represent the study
- Attend City Council meeting for final approval

# Proposed Fee Breakdown

Exhibit B

## Comprehensive Plan

**Project Kick-off and Organization**  
Total Fee: \$ 4,000.00

## Community Profile

Total Fee: \$ 9,000.00

## Envision

Total Fee: \$ 10,000.00

## Draft Comprehensive Plan

Total Fee: \$ 10,000.00

## Implementation

Total Fee: \$ 4,000.00

## Comprehensive Plan

**Total Fee: \$ 37,000.00**

**Total Time Frame: 12 months**

## Zoning Regulations

Total Fee: \$ 15,500.00

## Blighted and Substandard Study

Total Fee: \$ 7,500.00

## Total:

**\$60,000.00**

The overall fee will be modified and adjusted based upon the final negotiated Scope of Services. Our Team would welcome the opportunity to discuss the Scope of Services and Proposed Fees further. The fees are inclusive of all expenses including mileage, lodging, etc.



**CDBG AGENDA ITEMS**  
**City of Gibbon**  
**June 15, 2026**  
**CDBG # 25-PP-005**  
**CDBG Planning Grant**

**The City of Gibbon has been awarded \$53,000 from the Nebraska Department of Economic Development to undertake a planning study for a comprehensive plan update and updates to other city planning documents.**

**Agenda Item #\_\_\_: Discussion of the Procurement Process and Negotiation with highest scoring firm. Approve contract with Marvin Planning Consultants, Inc., to provide planning services for the Planning grant. (CDBG #25-PP-005).**

- Scoring of the four submissions took place on May 18<sup>th</sup>.
- Based on the councilmember's scoring, Marvin Planning Consultants received the highest score.
- A motion was made authorizing the Mayor and Administrator to negotiate with the highest scoring firm.

**Agenda Item #\_\_\_: Authorize Mayor to execute the contract with Marvin Planning Consultants for Planning grant services in an amount not to exceed \$60,000.00 for the 2025 planning grant. (CDBG #25-PP-005).**

## **CDBG PROFESSIONAL SERVICE/CONSULTANT AGREEMENT**

---

**Project Title: 2026 Gibbon, Nebraska Comprehensive Planning Project**

**THIS AGREEMENT** made and entered into by and between the City of Gibbon, Nebraska (hereinafter referred to as the City) and Marvin Planning Consultants, Inc. (hereinafter referred to as the Consultant).

**WITNESSES THAT:**

**WHEREAS**, the City [1029 Court Street, Gibbon, NE 68840] and the Consultant [382 N 4th St, David City, NE 68632] are desirous of entering into a contract to formalize their relationship, and

**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 25-PP-005, has been awarded CDBG funds for the purposes set forth herein, and

**WHEREAS**, the Scope of Work included in this contract is authorized as part of the City 's approved CDBG program, and

**WHEREAS**, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**1. Services to be Provided by the Parties**

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (Exhibit A).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

**2. Time of Performance**

The start of the contract shall be June 15, 2026, 2026. The termination date of the contract shall be December 1, 2027 or a later date as determined by approved extensions. The effective date of this contract shall be the date the parties sign and complete execution of the contract.

**3. Compensation**

The City shall reimburse the Consultant in accordance with the Payment Schedule described in Exhibit B for all allowable expenses agreed upon by the parties to complete the Scope of Work. Contract will not use cost-plus or percentage of cost basis. In no event shall the total amount reimbursed by the City exceed the sum of \$60,000 (Sixty thousand dollars). Reimbursement under this Agreement shall be based on invoices that are supported by appropriate documentation of costs incurred.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs.

**4. Record Maintenance, Record Retention, and Access to Records**

The Consultant 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 City or the Department 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 Consultant for a period of ten years after the final audit of the City's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, 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 Consultant involving transactions to this local program and contract.

**5. Relationship**

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

## **6. Suspension, Termination and Close Out**

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective action or investigation, effective not less than seven days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
  - i. Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
  - ii. If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - iii. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.
  
- b. Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.
  - i. The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
  - ii. The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
  - iii. The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

**c. Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv. The City may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

**7. Changes, Amendments, Modifications**

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

**8. Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

**9. Assignability**

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

**10. Reports and Information**

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

**11. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

**12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

**13. Compliance With Local Laws**

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

**14. 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.

**15. 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.

**16. Build America, Buy America Act (BABA)**

The City must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the City's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

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

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. Audits and Inspections**

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

**23. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

**24. Governing Law**

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement, shall be instituted in any court of general jurisdiction in the State of Nebraska. This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this Agreement are identified as follows:

**EXHIBIT A**

SCOPE OF WORK and FEES for GIBBON, NEBRASKA for the 2026 Gibbon, Nebraska Comprehensive Planning Project for the City of Gibbon, Nebraska, consisting of 2 pages.

**EXHIBIT B**


PAYMENT SCHEDULE for GIBBON, NEBRASKA for the 2026 Gibbon, Nebraska Comprehensive Planning Project for the City of Gibbon, Nebraska, consisting of one (1) page.

IN WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

CITY (City of Gibbon, NE)

CONSULTANT (Marvin Planning Consultants, Inc.)

By: \_\_\_\_\_  
Printed Name: Derrick Clevenger  
Title: Mayor  
Address: 1029 Court Street, Gibbon, NE  
68840

  
By: \_\_\_\_\_  
Printed Name: Keith Marvin  
Title: \_\_\_\_\_  
Address: 382 N 4th St, David City, NE 68632

APPROVED as to legal form:  
City Attorney

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

# Proposed Scope of Services

## Exhibit A

### Task 1: Plan Kick-off

#### Process:

- Develop a public participation plan with City staff, designate a steering committee members
- Conduct Planning 101 meeting
- Development of Issues Map and participation.
- Develop proposed meeting schedule
- Develop project website
- Develop the base maps
- Conduct kick-off meeting to discuss project.

#### Outcome:

1. Proposed meeting schedule.
2. A total of one meeting with City staff to develop schedule.
3. Website developed
4. Social media pages established
5. Project teasers and educational material for websites
6. A total of one public workshop meeting including Planning 101.
7. Establish online public engagement strategy and tools.

### Task 2: Community Engagement

#### Process:

- **One Town Hall Meetings** to establish preliminary input for the development of goals, objectives, and policies.
- Conduct up to **4 focus group** meetings with groups/organizations determined by planning team and the City.
- Develop other necessary project surveys through Survey/Monkey or Mindmixer including a youth survey.
- Prepare a summary report of key issues and strategies for the City's acceptance and modify as directed.

#### Outcome:

1. Surveys discussion and questions completed.
2. Completed Town Hall meeting
3. Completed Focus Group Meetings
4. Completed Special Interviews
5. Completed Issues Mapping exercise.

### Task 3: Community Profile

#### Process:

- Prepare population characteristics including:
  - Up-To-Date Historic Data
  - Age Cohort Analysis
  - Migration Analysis
  - Population Trends
  - Population Projections
- Basic Housing Analysis
  - Examine age of housing units
  - Examine standard housing
  - Examine cost of housing
  - Apply housing needs assessment study
- Economic Analysis
  - Household and Per Capita Income
  - Employment by Industry
  - Economic gap analysis
  - Economic Trends
- Survey and evaluate existing and proposed City facilities, including:
  - Parks and recreation
  - Life safety (law enforcement, fire protection, emergency services, response rings/rates for fire and rescue)
  - Education facilities
  - Public facilities
  - Historic facilities
- Survey and evaluate existing communications and infrastructure, including:
  - Identify existing communications types and assets in the community
  - Identify existing water and sewer systems
  - Identify key areas in need of improvement within the water and sewer systems
  - Identify key areas where service extensions may occur in order to support future community expansion.
- Evaluate key Hazards and Hazard policies from the existing Hazard Mitigation Plan for the Gibbon.
- Survey and prepare existing land uses and physical features information for the following use types:
  - Agricultural
  - Residential
  - Commercial
  - Industrial
  - Public and Quasi-Public
  - Parks and Open Spaces

- Evaluate transportation facilities including:
  - Existing road systems and classifications
  - Projected road system needs.
  - Existing highway system
  - Existing trails system (locally and regionally)

#### Outcome:

1. Data supporting the individual chapters such as Population, Housing, Economics, Community Facilities, etc.
2. Survey of existing land uses and facilities throughout Gibbon.
3. Document conditions by location and type of base maps.
4. Strategic Analysis Report including population, economic and land use trends and projections.
5. Evaluation of existing community facilities/recommendations for future needs in Gibbon.
6. A total of two meetings with planning commission and Steering Committee via Zoom/Teams.

### Task 4: Draft Comprehensive Plan

#### Process:

- Completion of the various chapters including any recommendations, goals, objectives, and/or policies.
- Development of a future land use plan including maps (utilizing ArcGIS) addressing specific issues such as, but not limited to:
  - Growth management policies and priority growth areas
  - Commercial development cores and nodes
  - Historic Preservation
  - Community Character and Urban Design
  - Housing and Neighborhoods
  - Economic Development Chapter as discussed in outline
  - Parks, Open spaces and trails
  - Develop Hazards Chapter.
  - Develop Annexation Chapter.
  - Develop new transportation plan based upon:
    - Public input collected during Gibbon Vision Phase
    - Plans being considered by the City, County, and State
    - Observations of the planning team

#### Outcome:

1. Completed growth management plan
2. Completed future land use plan
3. Completed transportation plan.
4. A total of **two public workshop meetings** with Steering Committee

# Proposed Scope of Services

## Task 5: Plan Implementation/Zoning Regulations

### Process:

- Review draft of Gibbon Action Plan - Implementation program for Comprehensive Plan.
- Identify key persons in the community who will need to be involved in the implementation of the Gibbon Comprehensive Plan.
- Research and identify specific funding sources that can aid in the implementation of the Gibbon Comprehensive Plan.
- Zoning ordinances.
- Conduct analysis of the regulations and standards guiding development in the City of Gibbon.
- Analyze and inventory the City of Gibbon's existing development patterns to identify opportunities for revising the existing zoning regulations as well as other key sections such as sign regulations.
- Develop outline of specific issues (positive and negative) identified within the existing regulations.
- Evaluate past Zoning Board of Adjustment and Planning Commission cases to determine opportunities for revisions to the future regulations.
- Conduct analysis of all other existing development elements such as sign regulations, parking and landscaping and others.
- Meet with City staff to discuss specific findings of the research and analysis.
- Meet with Steering Committee to present and discuss outline.
- Develop report of research and findings.

### Outcome:

1. Compile existing documents, regulations and standards regarding the zoning and subdivision regulations.
2. Completed background research/analysis of existing regulations.
3. Completed outline of findings.
4. Completed report of research findings.
5. One meeting with City staff members.
6. One meeting with Steering Committee.

## Phase II: Construction of new Regulations

- Use findings from Phase I to begin development of new zoning ordinance.
- Develop a working outline for this phase of the project with input from the Steering Committee listing the pertinent sections and scope of their coverage.
- Develop drafts of specific sections of the new regulations, including graphics and illustrations, based on analysis.
- Meet with Steering Committee to review and discuss specifics of drafts.
- Develop new zoning map to reflect new districts and district layouts.
- Meet with Steering Committee to present and review draft regulations.

### Support Gibbon

- Provide technical support to City officials and staff through telephone and email consultation and brief reports during plan process.
- Review development plans submitted to the City during the planning process for consistency with the Plan
- Provide technical support after completion and adoption of the plan, by telephone.
- Attend meetings as needed at established hourly rates.

### Blight and Substandard Study

- Site visit to photograph any issues and document items not able to be seen on aerials
- Develop a base map in ArcGIS
- Map all of the conditions present
- Write up the report
- Finalize report
- Review report with City Council
- Attend referral meeting of the City Council
- Attend the Planning Commission meeting to answer questions and represent the study
- Attend City Council meeting for final approval

# Proposed Fee Breakdown

Exhibit B

## Comprehensive Plan

**Project Kick-off and Organization**  
Total Fee: \$ 4,000.00

## Community Profile

Total Fee: \$ 9,000.00

## Envision

Total Fee: \$ 10,000.00

## Draft Comprehensive Plan

Total Fee: \$ 10,000.00

## Implementation

Total Fee: \$ 4,000.00

## Comprehensive Plan

**Total Fee: \$ 37,000.00**

**Total Time Frame: 12 months**

## Zoning Regulations

Total Fee: \$ 15,500.00

## Blighted and Substandard Study

Total Fee: \$ 7,500.00

## Total:

**\$60,000.00**

The overall fee will be modified and adjusted based upon the final negotiated Scope of Services. Our Team would welcome the opportunity to discuss the Scope of Services and Proposed Fees further. The fees are inclusive of all expenses including mileage, lodging, etc.

## Negotiation Meeting Notes – Marvin Planning Consultants

**Date:** June 3, 2026

**Time:** 2:00 PM

**Location:** Gibbon City Hall

**Attendees:** Keith Marvin (Marvin Planning Consultants), Mayor Derrick Clevenger, Matt Smallcomb (City Administrator)

The meeting began with a discussion regarding Mr. Marvin's interest in working with the City of Gibbon, his professional background, and his previous planning and community development experience.

The City expressed a desire to reduce the proposed contract amount from \$65,000 to approximately \$60,000 if possible. Discussion focused on potential adjustments to the project scope and delivery methods that could reduce costs while maintaining the overall quality and effectiveness of the planning process.

Mr. Marvin suggested that some of the initial meetings could be conducted through video conferencing rather than in-person attendance, which would reduce travel-related expenses. The City stated that it did not want to reduce any public engagement activities, town hall meetings, or opportunities for community input. The City emphasized that public participation is one of the most important components of the planning process and that community buy-in is critical to the success of the project.

Mr. Marvin agreed that public engagement should remain a priority and indicated that he would not remove any public meetings or town hall activities from the scope of work. He stated that he would review the scope and fee structure and make adjustments necessary to bring the total project cost closer to \$60,000.

During the meeting, Mr. Marvin mentioned that several staff members identified in the proposal were no longer with the firm. Following the meeting, Mayor Clevenger and City Administrator Smallcomb discussed this information and noted it as a consideration moving forward. Both expressed a desire to ensure Marvin Planning has adequate staffing capacity to successfully complete the Gibbon project while continuing to meet the needs of its other ongoing projects. No conclusions were reached regarding the potential impact of these staffing changes.

**Outcome:** Mr. Marvin agreed to revise the scope and fee proposal with the goal of reducing the contract amount from \$65,000 to approximately \$60,000 while maintaining the planned public engagement process.



**CDBG AGENDA ITEMS**  
**City of Gibbon**  
**June 15, 2026**  
**CDBG # 25-PP-005**  
**CDBG Planning Grant**

**The City of Gibbon has been awarded \$53,000 from the Nebraska Department of Economic Development to undertake a planning study for a comprehensive plan update and updates to other city planning documents.**

**Agenda Item #\_\_\_: Discussion of the Procurement Process and Negotiation with highest scoring firm. Approve contract with Marvin Planning Consultants, Inc., to provide planning services for the Planning grant. (CDBG #25-PP-005).**

- Scoring of the four submissions took place on May 18<sup>th</sup>.
- Based on the councilmember's scoring, Marvin Planning Consultants received the highest score.
- A motion was made authorizing the Mayor and Administrator to negotiate with the highest scoring firm.

**Agenda Item #\_\_\_: Authorize Mayor to execute the contract with Marvin Planning Consultants for Planning grant services in an amount not to exceed \$60,000.00 for the 2025 planning grant. (CDBG #25-PP-005).**

## **CDBG PROFESSIONAL SERVICE/CONSULTANT AGREEMENT**

---

**Project Title: 2026 Gibbon, Nebraska Comprehensive Planning Project**

**THIS AGREEMENT** made and entered into by and between the City of Gibbon, Nebraska (hereinafter referred to as the City) and Marvin Planning Consultants, Inc. (hereinafter referred to as the Consultant).

**WITNESSES THAT:**

**WHEREAS**, the City [1029 Court Street, Gibbon, NE 68840] and the Consultant [382 N 4th St, David City, NE 68632] are desirous of entering into a contract to formalize their relationship, and

**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 25-PP-005, has been awarded CDBG funds for the purposes set forth herein, and

**WHEREAS**, the Scope of Work included in this contract is authorized as part of the City 's approved CDBG program, and

**WHEREAS**, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**1. Services to be Provided by the Parties**

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (Exhibit A).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

**2. Time of Performance**

The start of the contract shall be June 15, 2026, 2026. The termination date of the contract shall be December 1, 2027 or a later date as determined by approved extensions. The effective date of this contract shall be the date the parties sign and complete execution of the contract.

**3. Compensation**

The City shall reimburse the Consultant in accordance with the Payment Schedule described in Exhibit B for all allowable expenses agreed upon by the parties to complete the Scope of Work. Contract will not use cost-plus or percentage of cost basis. In no event shall the total amount reimbursed by the City exceed the sum of \$60,000 (Sixty thousand dollars). Reimbursement under this Agreement shall be based on invoices that are supported by appropriate documentation of costs incurred.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs.

**4. Record Maintenance, Record Retention, and Access to Records**

The Consultant 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 City or the Department 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 Consultant for a period of ten years after the final audit of the City's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, 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 Consultant involving transactions to this local program and contract.

**5. Relationship**

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

## **6. Suspension, Termination and Close Out**

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective action or investigation, effective not less than seven days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
  - i. Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
  - ii. If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - iii. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.
  
- b. Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.
  - i. The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
  - ii. The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
  - iii. The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

**c. Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv. The City may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

**7. Changes, Amendments, Modifications**

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

**8. Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

**9. Assignability**

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

**10. Reports and Information**

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

**11. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

**12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

**13. Compliance With Local Laws**

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

**14. 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.

**15. 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.

**16. Build America, Buy America Act (BABA)**

The City must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the City's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

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

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. Audits and Inspections**

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

**23. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

**24. Governing Law**

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement, shall be instituted in any court of general jurisdiction in the State of Nebraska. This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this Agreement are identified as follows:

**EXHIBIT A**

SCOPE OF WORK and FEES for GIBBON, NEBRASKA for the 2026 Gibbon, Nebraska Comprehensive Planning Project for the City of Gibbon, Nebraska, consisting of 2 pages.

**EXHIBIT B**


PAYMENT SCHEDULE for GIBBON, NEBRASKA for the 2026 Gibbon, Nebraska Comprehensive Planning Project for the City of Gibbon, Nebraska, consisting of one (1) page.

IN WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

CITY (City of Gibbon, NE)

CONSULTANT (Marvin Planning Consultants, Inc.)

By: \_\_\_\_\_  
Printed Name: Derrick Clevenger  
Title: Mayor  
Address: 1029 Court Street, Gibbon, NE  
68840

  
By: \_\_\_\_\_  
Printed Name: Keith Marvin  
Title: \_\_\_\_\_  
Address: 382 N 4th St, David City, NE 68632

APPROVED as to legal form:  
City Attorney

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

# Proposed Scope of Services

## Exhibit A

### Task 1: Plan Kick-off

#### Process:

- Develop a public participation plan with City staff, designate a steering committee members
- Conduct Planning 101 meeting
- Development of Issues Map and participation.
- Develop proposed meeting schedule
- Develop project website
- Develop the base maps
- Conduct kick-off meeting to discuss project.

#### Outcome:

1. Proposed meeting schedule.
2. A total of one meeting with City staff to develop schedule.
3. Website developed
4. Social media pages established
5. Project teasers and educational material for websites
6. A total of one public workshop meeting including Planning 101.
7. Establish online public engagement strategy and tools.

### Task 2: Community Engagement

#### Process:

- **One Town Hall Meetings** to establish preliminary input for the development of goals, objectives, and policies.
- Conduct up to **4 focus group** meetings with groups/organizations determined by planning team and the City.
- Develop other necessary project surveys through Survey/Monkey or Mindmixer including a youth survey.
- Prepare a summary report of key issues and strategies for the City's acceptance and modify as directed.

#### Outcome:

1. Surveys discussion and questions completed.
2. Completed Town Hall meeting
3. Completed Focus Group Meetings
4. Completed Special Interviews
5. Completed Issues Mapping exercise.

### Task 3: Community Profile

#### Process:

- Prepare population characteristics including:
  - Up-To-Date Historic Data
  - Age Cohort Analysis
  - Migration Analysis
  - Population Trends
  - Population Projections
- Basic Housing Analysis
  - Examine age of housing units
  - Examine standard housing
  - Examine cost of housing
  - Apply housing needs assessment study
- Economic Analysis
  - Household and Per Capita Income
  - Employment by Industry
  - Economic gap analysis
  - Economic Trends
- Survey and evaluate existing and proposed City facilities, including:
  - Parks and recreation
  - Life safety (law enforcement, fire protection, emergency services, response rings/rates for fire and rescue)
  - Education facilities
  - Public facilities
  - Historic facilities
- Survey and evaluate existing communications and infrastructure, including:
  - Identify existing communications types and assets in the community
  - Identify existing water and sewer systems
  - Identify key areas in need of improvement within the water and sewer systems
  - Identify key areas where service extensions may occur in order to support future community expansion.
- Evaluate key Hazards and Hazard policies from the existing Hazard Mitigation Plan for the Gibbon.
- Survey and prepare existing land uses and physical features information for the following use types:
  - Agricultural
  - Residential
  - Commercial
  - Industrial
  - Public and Quasi-Public
  - Parks and Open Spaces

- Evaluate transportation facilities including:
  - Existing road systems and classifications
  - Projected road system needs.
  - Existing highway system
  - Existing trails system (locally and regionally)

#### Outcome:

1. Data supporting the individual chapters such as Population, Housing, Economics, Community Facilities, etc.
2. Survey of existing land uses and facilities throughout Gibbon.
3. Document conditions by location and type of base maps.
4. Strategic Analysis Report including population, economic and land use trends and projections.
5. Evaluation of existing community facilities/recommendations for future needs in Gibbon.
6. A total of two meetings with planning commission and Steering Committee via Zoom/Teams.

### Task 4: Draft Comprehensive Plan

#### Process:

- Completion of the various chapters including any recommendations, goals, objectives, and/or policies.
- Development of a future land use plan including maps (utilizing ArcGIS) addressing specific issues such as, but not limited to:
  - Growth management policies and priority growth areas
  - Commercial development cores and nodes
  - Historic Preservation
  - Community Character and Urban Design
  - Housing and Neighborhoods
  - Economic Development Chapter as discussed in outline
  - Parks, Open spaces and trails
  - Develop Hazards Chapter.
  - Develop Annexation Chapter.
  - Develop new transportation plan based upon:
    - Public input collected during Gibbon Vision Phase
    - Plans being considered by the City, County, and State
    - Observations of the planning team

#### Outcome:

1. Completed growth management plan
2. Completed future land use plan
3. Completed transportation plan.
4. A total of **two public workshop meetings** with Steering Committee

# Proposed Scope of Services

## Task 5: Plan Implementation/Zoning Regulations

### Process:

- Review draft of Gibbon Action Plan - Implementation program for Comprehensive Plan.
- Identify key persons in the community who will need to be involved in the implementation of the Gibbon Comprehensive Plan.
- Research and identify specific funding sources that can aid in the implementation of the Gibbon Comprehensive Plan.
- Zoning ordinances.
- Conduct analysis of the regulations and standards guiding development in the City of Gibbon.
- Analyze and inventory the City of Gibbon's existing development patterns to identify opportunities for revising the existing zoning regulations as well as other key sections such as sign regulations.
- Develop outline of specific issues (positive and negative) identified within the existing regulations.
- Evaluate past Zoning Board of Adjustment and Planning Commission cases to determine opportunities for revisions to the future regulations.
- Conduct analysis of all other existing development elements such as sign regulations, parking and landscaping and others.
- Meet with City staff to discuss specific findings of the research and analysis.
- Meet with Steering Committee to present and discuss outline.
- Develop report of research and findings.

### Outcome:

1. Compile existing documents, regulations and standards regarding the zoning and subdivision regulations.
2. Completed background research/analysis of existing regulations.
3. Completed outline of findings.
4. Completed report of research findings.
5. One meeting with City staff members.
6. One meeting with Steering Committee.

## Phase II: Construction of new Regulations

- Use findings from Phase I to begin development of new zoning ordinance.
- Develop a working outline for this phase of the project with input from the Steering Committee listing the pertinent sections and scope of their coverage.
- Develop drafts of specific sections of the new regulations, including graphics and illustrations, based on analysis.
- Meet with Steering Committee to review and discuss specifics of drafts.
- Develop new zoning map to reflect new districts and district layouts.
- Meet with Steering Committee to present and review draft regulations.

### Support Gibbon

- Provide technical support to City officials and staff through telephone and email consultation and brief reports during plan process.
- Review development plans submitted to the City during the planning process for consistency with the Plan
- Provide technical support after completion and adoption of the plan, by telephone.
- Attend meetings as needed at established hourly rates.

### Blight and Substandard Study

- Site visit to photograph any issues and document items not able to be seen on aerials
- Develop a base map in ArcGIS
- Map all of the conditions present
- Write up the report
- Finalize report
- Review report with City Council
- Attend referral meeting of the City Council
- Attend the Planning Commission meeting to answer questions and represent the study
- Attend City Council meeting for final approval

# Proposed Fee Breakdown

Exhibit B

## Comprehensive Plan

**Project Kick-off and Organization**  
Total Fee: \$ 4,000.00

## Community Profile

Total Fee: \$ 9,000.00

## Envision

Total Fee: \$ 10,000.00

## Draft Comprehensive Plan

Total Fee: \$ 10,000.00

## Implementation

Total Fee: \$ 4,000.00

## Comprehensive Plan

**Total Fee: \$ 37,000.00**

**Total Time Frame: 12 months**

## Zoning Regulations

Total Fee: \$ 15,500.00

## Blighted and Substandard Study

Total Fee: \$ 7,500.00

## Total:

**\$60,000.00**

The overall fee will be modified and adjusted based upon the final negotiated Scope of Services. Our Team would welcome the opportunity to discuss the Scope of Services and Proposed Fees further. The fees are inclusive of all expenses including mileage, lodging, etc.