

CONTRACT FOR SERVICES



Thomas County, Nebraska

Comprehensive Plan and Zoning Updates

This agreement between Thomas County, Nebraska (County) and Marvin Planning Consultants (MPC) is hereby entered into this ____ day of _____, 2026. This agreement shall consist of this document and other drawings, conditions, and stipulations as shall be mutually agreed to and attached hereto.

The purpose of this agreement is for the project entitled Thomas County, Nebraska, Comprehensive Plan. The scope of services to be performed under this agreement is contained in Section 1. Such work shall begin upon signing this document and is estimated to be substantially completed by August 2027. Modifications or additions to this schedule may be authorized by mutual consent of the County and MPC.

SECTION 1 - Scope of Services

A. MPC shall provide the following services to the County:

See Attachment #1

MPC may combine the reports listed above to facilitate review and comment. MPC may perform additional services in the direction of the County and with modification to the contract amount in Section 2. Such services shall be mutually agreed to and attached to this document.

The standard of care for all professional services performed or furnished by MPC under this Agreement will be the care and skill ordinarily used by members of the MPC's profession practicing under similar conditions at the same time and in the same locality. MPC makes no warranties, expressed or implied, under this Agreement or otherwise in connection with services provided.

The Scope of Services covered by this Section and Attachment 1 do not include sections or specific language taken from other political subdivisions' comprehensive plans, zoning ordinances/ regulations, or subdivision regulations as requested by the County, which MPC has not authored. This inclusion of any such plans, ordinances, regulations, or language shall be at the County's own risk, and the County agrees to indemnify and hold MPC harmless from all claims, damages, and expenses, including attorney's fees, arising out of the inclusion of such plans, ordinances, regulations or language requested by the County.

B. COUNTY shall provide the following:

1. A project manager will be a direct liaison with MPC, providing instruction and direction on behalf of the County.
2. GIS parcel data at no cost

3. Provide all printed materials for meetings prior to the final documents being printed.
4. As needed, copies of all existing base maps owned by or in the possession of the County.
5. Copies of all studies and data in its possession or that it may obtain that are relevant to the performance of this contract.
6. Reasonable assistance in contacting residents and agencies, scheduling activities, and distributing information about the project.
7. Arrange for safe access to and make all provisions for MPC and MPC's Consultants to enter upon public and private property as required for MPC to perform services under this Agreement.
8. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by MPC (including obtaining the advice of an attorney and other consultants as the County deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
9. Give prompt written notice to MPC whenever the County observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of MPC services or any defect or nonconformance in MPC's services or in the work of any Subconsultant.
10. The County Attorney reviews documents and regulations for conformity with existing local, state, and federal laws and regulations.
11. MPC shall be entitled to use and rely upon all such information and services provided by the County or others in performing services under this Agreement.

C. MEETINGS shall completed as outline on the last page of the agreement.

SECTION 2 - Contract Sum and Payment

The County shall pay MPC a fixed fee of \$35,000.00 for performing the scope of services in Section 1. MPC shall bill the County monthly on a percent complete per phase (attached). Payments are due within 30 days.

The \$2,000.00 payment recently received for the 2026 – 2027 Fiscal Year Zoning Assistance shall be applied to the overall contract amount above.

In addition, MPC may suspend services under this Agreement after giving seven days' written notice to the County until MPC has paid all amounts due for services, expenses, and other related charges in full.

Additional services may be agreed to and added to Section 1. The above shall be billed per the agreement or addendum authorizing such service.

SECTION 3 - General Considerations

A. Controlling Law

This Agreement is to be governed by the law of the State of Nebraska.

B. Successors and Assigns

Neither party shall assign, sublet, or transfer its rights, interests, or obligations under this Agreement without the express written consent of the other party.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by MPC to any Contractor, Subcontractor, Supplier, other person or entity, or any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than County and MPC.
2. All duties and responsibilities undertaken according to this Agreement will be for the sole and exclusive benefit of the County and MPC and not for the benefit of any other party.

D. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement, and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notice shall be effective upon the date of receipt.

E. Severability and Waiver

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and MPC, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect its enforceability or the remainder of this Agreement.

F. Termination of Contract

Either party may at any time, upon seven (7) days prior written notice to the other party, terminate this Agreement. Upon such termination, the County shall pay MPC all amounts owed to MPC under this Agreement for all work performed up to the effective termination date.

Signed this _____ day of _____, 2026.

Thomas County, Nebraska

Marvin Planning Consultants, Inc.

Board Chair

Keith A. Marvin AICP, President

Attest:

Proposed Scope of Services

Thomas County Comprehensive Plan & Countywide Zoning Regulations

Marvin Planning Consultants (MPC) proposes to provide professional planning, public engagement, regulatory drafting, and implementation services in direct response to Thomas County's Request for Proposals. The Scope of Services is organized to correspond with the County's outlined project phases, objectives, and deliverables.

Phase 1 – Comprehensive Plan Development

Task 1.1: Project Initiation and Coordination Process

- Conduct a project kick-off meeting with County staff to confirm goals, schedule, communication protocols, and expectations.
- Review relevant County documents, including existing zoning regulations, land use plans, hazard mitigation plans, infrastructure plans, and prior engagement materials.
- Establish a detailed project schedule tied to Planning Commission and Board of County Commissioners meeting calendars.
- Coordinate roles and responsibilities between MPC, County staff, Planning Commission, and elected officials.

Deliverables

- Finalized project schedule and milestones
- Meeting agendas and summaries
- Coordination memos as needed

Task 1.2: Existing Conditions Analysis Process

MPC will prepare a comprehensive analysis of current conditions affecting Thomas County's unincorporated areas, including:

- Population and demographic trends
- Housing conditions, supply, affordability, and demand
- Economic conditions and development patterns

- Agricultural land use and preservation considerations
- Transportation network and access
- Infrastructure and utilities
- Public facilities and services
- Environmental features and constraints
- Hazard mitigation considerations
- Existing land use patterns

Data will be presented in a clear, GIS-supported format suitable for decision-making and public review.

Deliverables

- Existing Conditions Technical Memorandum
- Base maps and GIS-compatible data layers

Task 1.3: Public Engagement and Stakeholder Involvement

Process

Public engagement will be conducted and tailored to countywide participation. Engagement tools may include:

- Public workshops
- Stakeholder meetings with agricultural interests, businesses, school districts, service providers, and other key groups
- Planning Commission workshops
- Online engagement tools and surveys
- Town Hall Meetings
 - Post Cards for distribution county-wide
 - announcing survey and project website

Public input will be documented and integrated throughout the Comprehensive Plan rather than isolated in a standalone chapter. For more details see the Public Participation Plan immediately following this section.

Deliverables

- Public engagement summary
- Stakeholder input documentation
- Summary of themes, priorities, and concerns

Task 1.4: Vision, Goals, and Policy Framework

Process

Using data analysis and public input, MPC will develop:

- A long-range vision statement with a minimum 20-year planning horizon

- Goal, objective, and policy framework addressing:
 - Land use and growth management
 - Agricultural protection
 - Housing
 - Economic development
 - Infrastructure and transportation
 - Environmental stewardship
 - Public facilities and services

Deliverables

- Draft vision and policy framework for review

Task 1.5: Future Land Use Plan Process

- Prepare a countywide Future Land Use Map for unincorporated areas using GIS
- Identify appropriate development, preservation, and transition areas
- Address growth management, agricultural compatibility, and emerging land uses
- Coordinate land use recommendations with zoning implementation strategies

Deliverables

- Draft Future Land Use Map (GIS compatible)
- Land use policy narrative

Task 1.6: Implementation Strategy Process

- Develop a realistic implementation program that ties policies to actions, timelines, and responsible parties
- Coordinate recommendations with potential capital improvement planning and regulatory updates

Deliverables

- Implementation Strategy and Action Matrix

Task 1.7: Draft and Final Comprehensive Plan Deliverables

- Draft Comprehensive Plan
- Final Comprehensive Plan
- Editable digital files and GIS products

Proposed Scope of Services

Phase 2 – Countywide Zoning Regulations

Task 2.1: Zoning Framework and District Structure

Process

- Review existing zoning districts and land use grid
- Update zoning district structure including Agricultural, Residential, Commercial, Industrial, Public/Institutional, and any necessary overlays
- Align zoning districts with the Future Land Use Plan

Deliverables

- Draft zoning district framework and use tables

Task 2.2: Permitted, Conditional, and Accessory Uses

Process

- Clearly define permitted, conditional, and accessory uses for each zoning district
- Ensure consistency with Nebraska statutes and County objectives

Task 2.3: Administrative and Variance Procedures

Process

- Draft updated procedures for:
 - Variances
 - Board of Adjustment
 - Enforcement
 - Nonconforming uses

Task 2.4: Regulations

MPC will prepare detailed, defensible standards for the following:

- Telecommunications facilities
- Solar energy systems (utility-scale, community, and accessory)
- Wind energy systems
- Battery Energy Storage Systems (BESS)
- Each section will address siting, setbacks, safety, decommissioning, bonding, and conditional use procedures.
- Data Centers
- Development of more user-friendly regulations

Task 2.5: Zoning Map Development

Process

- Prepare a countywide zoning map consistent with the adopted Comprehensive Plan
- Deliver GIS-compatible zoning datasets

Deliverables

- Draft and final zoning maps

Task 2.6: Public Review and Adoption Support

Process

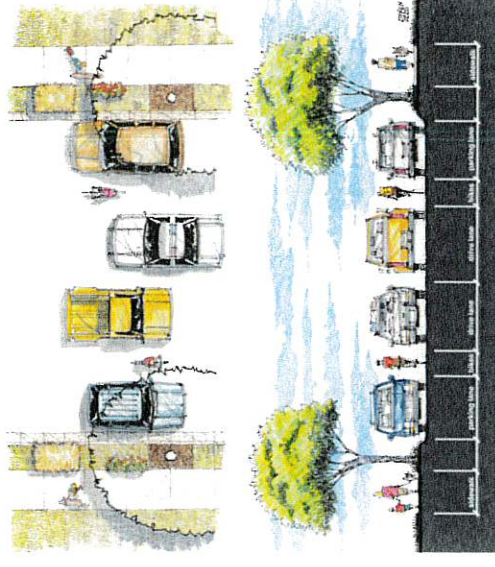
- Planning Commission workshops and public hearings
- Board of County Commissioners presentations
- Incorporate revisions based on input and legal review

Deliverables

- Draft zoning regulations
- Final zoning regulations ready for adoption

Phase 3 – Final Deliverables and Project Close-Out

- Final Comprehensive Plan
- Final Zoning Regulations
- Zoning Map (GIS compatible)
- Public Engagement Summary
- Implementable digital files



Proposed Fee Breakdown

Comprehensive Plan

Project Kick-off and Organization

Total Fee: \$ 2,200.00

(Combined with Envision Trip)

Trip 1: Meeting 1 (Night 1): Project Kick-off Meeting 2 (Night 2): Town Hall Meeting

Community Profile

Total Fee: \$ 5,200.00

One Meeting in Person

One to Two Meeting via Teams

Envision

Total Fee: \$ 6,200.00

Draft Comprehensive Plan

Total Fee: \$ 6,400.00

One Meeting in Person

One to Two Meeting via Teams

Implementation

Total Fee: \$ 2,000.00

Comprehensive Plan

Total Fee: \$ 20,000.00

Total Time Frame: 6 to 8 months

Zoning Regulations

Total Fee: \$15,000.00

Total Time Frame: 6 to 9 months

Three Meetings in Person

Three Meeting via Teams

Total with Zoning:

\$ 35,000.00

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.

The \$2,000 Invoice for the annual assistance shall be applied to the fees above.



MARVPLA-01

TWILLIAMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jones Group PO Box 229 David City, NE 68632	CONTACT NAME:	PHONE (A/C, No, Ext): (402) 367-3674	FAX (A/C, No): (402) 367-3167
	E-MAIL ADDRESS:		
INSURED Marvin Planning Consultants, Inc. Keith Marvin 382 N 4th St David City, NE 68632	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Columbia Insurance Company		
	INSURER B : SFM Mutual Insurance Co		11347
	INSURER C : CSU Producer Resources Inc.		13037
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BPPNE2000006180	2/15/2026	2/15/2027	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CAPNE2000036086	2/15/2026	2/15/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	128852.206	8/10/2025	8/10/2026	PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional			CSU 0139240	9/11/2025	9/11/2026	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Thomas County
503 Main St
Thedford, NE 69166

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Katerina Williams

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to return both pages of the original document by the filing deadline (October 31, 2026) may result in the
suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE COUNTY ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2026

Resolution No. 2026-12

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2510(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each county shall be signed by the County Board Chairperson and shall include the resolution of the governing body of the county authorizing the signing of the certification.

Be it resolved that the County Board Chairperson of Thomas County is hereby
(Print name of county)
authorized to sign the County Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

County Board Members

_____	_____
_____	_____
_____	_____
_____	_____

County Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: ____ Yes ____ No ____ Abstained ____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2026) may result in the suspension of Highway Allocation funds until the documents are filed.

**COUNTY
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2026**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2510(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the County of Thomas hereby certifies that it:
(Print name of county)

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2510; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the County Board Chairperson.**

Signature of County Board Chairperson (Required)

(Date)

Signature of County Highway Superintendent (Optional)

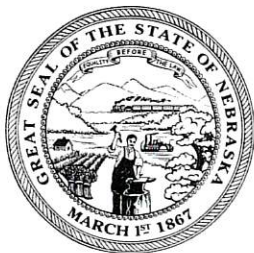
(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2026 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759

Lincoln NE 68509

or email to ndot.blshelp@nebraska.gov



RESOLUTION 2026- 13

AUTHORIZATION/REAUTHORIZATION OF PETTY CASH FUNDS

WHEREAS, Neb. Rev. Stat. §23-106(2)(Reissue 2007) authorizes the Thomas County Board of Commissioners to establish Petty Cash Funds, and

WHEREAS, The statute requires that the Thomas County Board of Commissioners set the amount of money to be carried in such petty cash funds, and

WHEREAS, The statute also requires that the Thomas County Board of Commissioners also set the dollar limit of an expenditure from petty cash funds.

NOW THEREFORE BE IT RESOLVED, THAT

1. The Thomas County Board of Commissioners authorizes/reauthorizes the following Petty Cash Funds and lists the amount to be carried in each fund and the dollar limit of an expenditure from each fund as follows:

Petty Cash Fund	Amount to carry in Fund	Dollar Limit of Expenditure from Fund
County Clerk	\$50	\$50
County Court	\$55	\$55

Dated this 4th day of August, 2026.

THOMAS COUNTY, NEBRASKA BOARD OF COMMISSIONERS

Pamela S. Moody, Chair

Charles Daly, Member

Lewis Herbaugh, Member

Attest:

Lorissa Hartman, Thomas County Clerk