

SNOW REMOVAL AND WEED MANAGEMENT SERVICES AGREEMENT

THIS SNOW REMOVAL AND WEED MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made effective as of November 1, 2025 (the "Commencement Date") by and between the City of Crete, Nebraska (the "City"), and the individual, business entity, or other association listed in Section 1 below ("Contractor").

RECITALS

WEHREAS, the City desires to retain the services of an independent contractor to perform snow removal and weed management services within the City's Downtown Business Improvement District #1 (the "District");

WHEREAS, Contractor desires to provide such services to the City on the terms set forth herein; and

WHEREAS, Contractor represents and warrants that it has the expertise, manpower, equipment, and materials available to successfully execute this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals set forth above, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

1. **Contractor.**

Name: Will Wenz d/b/a Lawn Kings
Address: 1925 Kingwood Avenue, Crete, NE 68333
Phone: 402-418-8275
Email: wwlawnkings@gmail.com

2. **Services.** Contractor agrees to perform for the City the services set forth in and in accordance with the terms and conditions set forth in Exhibit "A" attached hereto and incorporated by this reference (the "Services"). The expectations for performance will be set by the Main Street Business Improvement District Advisory Board and communicated to the City. All communications, directives, and notices to the Contractor regarding the Services will be made through the City.

3. **The District.** The Services shall be performed in the District. A map of the District is attached hereto as Exhibit "B" and incorporated by this reference.

4. **Price.** The pricing applicable to the Services shall be set forth in detail in Exhibit "A". Contractor shall submit monthly invoices to the City in sufficient detail to support the Services provided during the previous month. The City will make every effort to pay invoices within thirty (30) days of receipt. Payment is dependent upon whether the City determines that the work is adequately substantiated and satisfactory.

5. **Term.** The term of this Agreement (the “Term”) shall commence on the Commencement Date and terminate on September 30, 2026.

6. **Professional Expertise and Knowledge of the District.** Contractor is being engaged by the City in reliance upon Contractor's representations of professional expertise in the field of the Services. Contractor represents and warrants that the Services performed by Contractor shall be performed in a first-class workman-like manner. Contractor further represents and warrants that it is familiar with the District and the specific areas where the Services shall be performed.

7. **Equipment, Materials and Supplies.** Contractor shall provide at its expense all equipment, materials and supplies required in performing the Services. Contractor shall not store any of its personal property on the premises of the City.

8. **Independent Contractor.** This Agreement does not create an employment relationship between Contractor and the City. Contractor is an independent contractor and shall not be entitled to receive any benefits of employment generally available to the City’s employees.

9. **Employees.** All agents, employees, or other persons employed in any manner by Contractor in connection with providing the Services to the City shall appear and conduct themselves at all times while on the premises of the City in a manner which is as unobtrusive as possible and consistent with the character and reputation of the City and in such a way as not to annoy or interfere with any business or patrons in the District. Contractor, promptly after demand by the City, will cause to be removed from the premises of the City any of such persons to whom the City shall object and any such person so removed shall not thereafter be employed by Contractor in connection with provision of Services to the City.

10. **Compliance with Laws.** Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including without limitation the City’s Municipal Code, with respect to the performance of the Services and the equipment and materials to be furnished hereunder. Contractor shall, at its expense, procure and maintain all permits or licenses which may be required at any time in connection with the performance of the Services and shall furnish to the City copies of each such permit or license upon the City’s request. Contractor shall not discriminate in performing the Services or in hiring or engaging employees, or agents to perform the Services on the basis of any status protected by law.

11. **Liens.** Contractor covenants and agrees to keep the District free and clear from any and all liens for work performed or materials furnished hereunder. Contractor shall indemnify the City and the businesses in the District against any and all costs, losses and damage resulting from the filing of any such liens against the City or the businesses in the District. As a condition to payment hereunder, Contractor shall from time to time, upon request by the City, furnish waivers or releases of such liens or receipts in full for all claims for such work or materials and an affidavit that all such claims have been fully satisfied.

12. **Indemnification.** Contractor shall indemnify and hold harmless the City, the businesses in the District, and their owners, partners, subsidiaries, affiliates,

and employees, and each of them, against and from any and all losses, liabilities, damages, causes of action, judgments, costs and expenses (including reasonable attorney's fees) which result from Contractor's breach of this Agreement or from Contractor's negligent or willful acts or omissions. The City shall have the right to withhold from any payments to be made to Contractor any amounts reasonably determined by the City to be owed by Contractor to the City pursuant to this Section. The City shall not be liable to Contractor or its agents or employees for any personal injury, death, or damage to personal property in any way connected to this Agreement or the performance of the Services. Contractor shall have no right to indemnification or contribution from the City for any judgments rendered against it.

13. **Insurance.** Contractor shall purchase and maintain throughout the Term, at its own cost and expense, the following types and amounts of insurance with insurers authorized to do business in the State of Nebraska and having an A.M. Best rating of "A-" or better:

- Workers' Compensation Insurance as required by Nebraska law, covering all employees engaged by Contractor in the performance of the Services; and
- General Liability Insurance with a limit of not less than \$1,000,000.00 per occurrence.

Contractor shall furnish evidence of such insurance coverage to the City on or prior to the Commencement Date and shall provide updated evidence of insurance coverage upon the City's request.

14. **Termination.** This Agreement may terminate upon the occurrence of any of the following events:

- (a) If Contractor does not complete the Services within the time frames set forth on Exhibit "A";
- (b) If Contractor otherwise violates or breaches any of the terms, conditions or covenants hereof and shall not remedy such violation or breach within ten (10) days after written notice by the City to Contractor of such violation or breach;
- (c) The bankruptcy or any bankruptcy related event of Contractor, including without limitation an assignment for the benefit of creditors;
- (d) Upon the expiration of thirty (30) days following written notice of intention to terminate this Agreement given by the City to Contractor.

Notwithstanding any such termination of this Agreement, the rights acquired or obligations incurred by the parties thereto prior to such termination shall not be affected.

15. **Non-Waiver.** Failure by the City to insist on compliance with any term, covenant, or condition contained in this Agreement or the exhibits hereto shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or

relinquishment of any right or power contained in this Agreement or the exhibits hereto at any time be deemed a waiver or relinquishment of any right or power at any other time.

16. **No Subcontracting.** Contractor may not use any subcontractor to perform any of Contractor's obligations under this Agreement unless Contractor has obtained the prior written consent of the City to the use of the subcontractor. Contractor shall not have the right to assign its interest in this Agreement without the prior written consent of the City.

17. **Notices.** All notices to be given by the City to Contractor hereunder shall be in writing and shall be deemed to have been duly delivered (i) on the date personally delivered, (ii) on the date sent by email (in each case with confirmation of transmission) if sent prior to 5:00 p.m., and on the next day if sent after 5:00 p.m.; or (c) the first business day following the date mailed by certified or registered mail, return receipt requested, postage prepaid.

18. **Entire Agreement.** This Agreement and the exhibits attached hereto contain the full and complete understanding of the parties hereto as to the subjects contained herein and supersedes any and all prior written or oral agreements or understandings between the parties hereto.

19. **Governing Law.** This Agreement will be governed by and interpreted pursuant to the internal laws of the State of Nebraska, excluding any laws regarding the choice or conflict of laws.

20. **Modifications.** This Agreement may not be amended, altered, modified, or otherwise changed except in writing executed by all parties hereto and expressly stating that it is an amendment to this Agreement. Notwithstanding the foregoing, communications or directives from the City to Contractor regarding scheduling, timing or performance of the Services shall not require execution of a written amendment.

21. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation hereof.

22. **Counterparts.** This Agreement may be executed in one or more counterparts and so long as each of the parties has executed at least one of such counterparts, each executed counterpart shall constitute an original and this Agreement shall be binding as between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

THE CITY

The City of Crete, Nebraska

By: _____

Name: _____

Title: _____

CONTRACTOR

Will Wenz d/b/a Lawn Kings

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Description of Snow Removal and Weed Management Services and Pricing

Snow Removal Services

1. Contractor shall furnish the appropriate labor, equipment and materials to remove snow in front of participating business within the District and to treat all walk paths in the District with ice melt/sand in accordance with the following requirements.
2. Contractor shall maintain the following sidewalks in the District:
 - i. sidewalks on Main Avenue from 13th Street to 11th Street;
 - ii. sidewalks on the south side of 13th Street;
 - iii. sidewalks on the north side of 11th Street; and
 - iv. sidewalks on both the north and south sides of 12th Street, to the alleyways parallel to Main Avenue.
3. Contractor shall complete each snow removal operation within **one (1) hour** of commencing its snow removal services.
4. All snow removal services shall be completed **no later than 8:00 a.m.** on the day of any snow event. Morning snow removal does not require the City's authorization; provided, however, Contractor shall exercise its best judgment in determining whether snow removal is necessary based on the amount and condition of snowfall. For example, a "dusting" of light snow in the range of one inch (1") would not necessitate removal, whereas if it were two inches (2") of wet and heavy snow, it could necessitate removal.
5. Under extreme weather conditions, the City may direct the Contractor to perform a second snow removal operation during or after the lunch hour. The second snow removal shall require prior authorization from the City. In the event of unusually heavy or prolonged snowfall, the City may request and authorize a third snow removal, subject to Contractor's availability.
6. Passenger-type vehicles, including pickups and other full-size vehicles equipped with snow plows, shall not be operated on sidewalks. Smaller vehicles, such as utility terrain vehicles (UTVs), that can be operated safely around pedestrian traffic may be allowed after review and written approval of the City. Walk-behind snow removal equipment is allowed.
7. Contractor shall not push or deposit snow into the public right-of-way without the City's prior coordination and express consent for each event. Contractor shall coordinate with City personnel regarding the removal and final disposition of snow from the District.
8. As part of each snow removal operation, all walk paths within the District shall be treated with ice melt products, except where new or recently replaced concrete exists. If new concrete exists, only sand may be used on the immediate surface and for a distance of twenty-five (25) feet in either direction from the new concrete.

9. Each participating business owner within the District shall have the right to select a preference of ice melt or sand to be used at the entrance of their storefront. Contractor shall apply materials in accordance with the preferences communicated by the business owner or the City.
10. Contractor shall not use road salt or rock salt to treat the walk paths.
11. The City reserves the right to direct or modify all snow removal operations upon notice to Contractor.
12. Pricing – The City shall compensate Contractor at a rate of Seven Hundred Twenty-Five Dollars (\$725.00) per snow event.

Weed Management Services

1. Contractor shall furnish the appropriate labor, equipment and materials to manage weed and vegetation growth for public grounds, rights-of way, parking lots, curbs, and other designated areas within the District in accordance with the following requirements.
2. Weed and vegetation management services require prior request or authorization from the City for each event. Contractor shall not perform weed and vegetation management services without receiving prior request or authorization from the City.
3. Upon receiving a request from the City, Contractor shall respond within **forty-eight (48) hours** and complete the requested work within an additional **twenty-four (24) hours** thereafter.
4. If herbicides or other chemicals are used, the Contractor shall plan and perform all applications to avoid runoff and ensure that any application of such chemicals is **fully dried no later than 8:00 a.m. or applied after 10:00 p.m.** No herbicide or other chemicals shall be used if there is a breeze exceeding five (5) miles per hour.
5. When weeds are physically removed, all remnants and debris shall be promptly gathered and properly disposed of. No remnants shall be deposited or left in the District.
6. Contractor may use weed-eating equipment; provided, however, all debris must be immediately gathered and disposed of, and any objectional staining of the concrete must be cleaned and removed.
7. Contractor shall not permit weeds in the District to exceed six inches (6”) in height at any time.
8. Pricing – The City shall compensate Contractor at a rate of Two Hundred Twenty-Five Dollars (\$275.00) per treatment.

