

Public Works Committee Meeting
Tuesday, November 4, 2025 5:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.

2. Roll Call

- Attendance of members will be recorded to determine the presence of a quorum for official actions.

3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.

3.A. Resolution 2025-27 Signing of The Year-End Certification of City Street Superintendent 2025

3.B. Consider the MEAN Master Services Agreement

3.C. Consider the Drevo Addition Administrative Subdivision

3.D. Consider the SACK 1st Addition Administrative Subdivision

3.E. Discuss and consider replacement of tar kettle

3.F. Waste Connections draft agreement

3.G. Consider the Downtown Business District Snow Removal and Weed Management Service Agreement

4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

5. Adjournment

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.



October 16, 2025

Notice to file the Year-End Certification of City Street Superintendent, Signing Resolution, and Documentation of the Appointment(s) of City Street Superintendent(s) for Calendar Year 2025 with the Nebraska Department of Transportation (NDOT) by December 31, 2025.

Please make this an agenda item for your next City Council / Village Board meeting and return to the NDOT by December 31, 2025. **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

The attached YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT and SIGNING RESOLUTION, together with a copy of the DOCUMENTATION OF THE CITY STREET SUPERINTENDENT(S) APPOINTMENT(S) for CALENDAR YEAR 2025, is the basis for determining the calendar year 2025 Incentive Payment. **Please complete and return the following to the NDOT by December 31, 2025:**

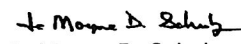
- **Signing Resolution** (Page 1): The original Signing Resolution, authorizing the signing of the Year-End Certification(s) by the Mayor or the Village Board Chairperson.
- **Year-End Certification of City Street Superintendent** (Page 2): If more than one individual provided street superintending services during Calendar Year 2025, or if the municipality did not have an appointed street superintendent, document each successive appointed city street superintendent and/or period without an appointed city street superintendent using a separate Year-End Certification form. **Copy the form as needed.**
- **Documentation of the City Street Superintendent(s) Appointment(s)** (Page 3): Attach to page 3 a copy of the City Council or Village Board meeting minutes showing the appointment(s) of the City Street Superintendent(s) **for Calendar Year 2025** by their name as it appears on their License (*if applicable*), their License Number (*if applicable*), and Class of License (*if applicable*), and the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another county and/or incorporated municipality), and the **beginning date of the appointment.** **For most municipalities this information may be found in the November or December 2025 or the January 2025 meetings minutes.**

Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2025 and the municipality does not complete and return the above documentation to the NDOT **by December 31, 2025, the municipality will not receive an Incentive Payment for Calendar Year 2025.**

Payment: If your municipality qualifies, payment will be scheduled for February 2026. Reference Neb. Rev. Stat. §39-2515. **Additional information** on Incentive Payments is available on the NDOT Boards - Liaison Service Website: <https://dot.nebraska.gov/business-center/lpa/boards-liaison/>

Please let me know if you have any questions. Email: ndot.blshelp@Nebraska.gov
Phone: (402) 479-4436

Sincerely,


LeMoyne D. Schulz
Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation

LDS/2025

Attachments (3)

Vicki Kramer, Director
Department of Transportation

MAILING ADDRESS	PHYSICAL ADDRESS
PO Box 94759	1500 Nebraska Parkway
Lincoln, NE 68509-4759	Lincoln, NE 68502

dot.nebraska.gov

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2025.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2025

Resolution No. 2025-27

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of _____
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

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

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village 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 this document. Revisions and recreations will not be accepted. **Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2025.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2025

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: _____, 2025 to _____, 2025
(Month) (Day) (Month) (Day)

***(1)(a)** The municipality of _____ certifies that: _____
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)
was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: *(Check one box)*

- Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies) _____

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as *(Check all boxes that apply)* city engineer village engineer
public works director city manager city administrator street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- _____ and Class of License _____, and/or

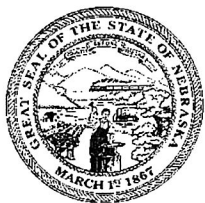
(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

(2) _____
Signature of Mayor **Village Board Chairperson**
(Check one box)

***(3)** If during the calendar year your municipality **(a) did not have** an appointed City Street Superintendent for any portion(s) of the year; or **(b) had one or more appointed** City Street Superintendent(s) **that were not licensed** for any portion(s) of the year; or **(c) had one or more appointed licensed** City Street Superintendent(s) for any portion(s) of the year, please **complete** a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on **(a)** your most recent Federal Census as certified by the Tax Commissioner; **(b)** the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; **(c)** class of license, A or B if applicable; and **(d)** if the appointed City Street Superintendent **assisted** with the required duties in **(1)(c)** above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) Failure to return by December 31, 2025, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2025 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

SUPERINTENDENT(S) APPOINTMENT DOCUMENTATION

Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2025 to the back of this Page: For most municipalities this information may be found in the **November or December 2024 or the January 2025 meetings minutes**. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).

Call (402) 479-4436 or email NDOT.BLSHelp@Nebraska.gov if you have any questions about what to attach for documentation.

RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.



NMPP MEAN NPGA ACE

ATTENTION: MEAN SERVICES MAILING

You are receiving this mailing because your municipality is a participant under one or more of MEAN's current service offerings. MEAN is restructuring its service offerings, effective January 1st, 2025.

This contains one or more of the following:

- Termination notices for any current MEAN services your municipality receives;
- A signature packet to re-enroll in MEAN services under the new service offering structure; and/or
- Additional information.

To continue to receive services from MEAN, please review this mailing carefully and return the required documentation, if any. If you have any questions, please feel free to call Bruce Doll, Director of Utility Services and Member Relations, at bdoll@nmppenergy.org or (402) 473-8259.





NMPP **MEAN** **NPGA** **ACE**

VIA CERTIFIED MAIL

MEMO TO: Participants in the Master Agreement for NDEE Permitting and Compliance Services
FROM: Robert Poehling, Executive Director/CEO
DATE: October 22, 2025
SUBJECT: Official Contract Notice – Master Services Agreement Transition
ACTION REQUIRED BY JANUARY 1, 2026

As you are likely aware, your municipality is a participant in the Municipal Energy Agency of Nebraska (“MEAN”) Master Agreement for NDEE/NDEQ/NDWEE Permitting and Compliance Services (the “Agreement”). As a participant in the Agreement, your municipality has received assistance with reporting and compliance relating to one or more of the following:

- Maintaining Monthly NOx Records Required by NDEE Operating Permit
- Preparing NDEE Semi-Annual Report of Deviations
- Preparing Air Emissions Inventory Report and/or Certification of Compliance Report.

MEAN is updating its service contract structure to better serve our participants and improve operational efficiency. MEAN is implementing a new Master Services Agreement which will govern non-power supply services including the NDEE/NDEQ/NDWEE Permitting and Compliance Services beginning January 1, 2026. As part of this transition, it is necessary to terminate the existing NDEE/NDEQ/NDWEE Permitting and Compliance Services agreements and transition participants over to the new Master Services Agreement. For avoidance of doubt, MEAN intends to continue offering the same services it is currently providing without interruption under the new agreement structure. **This letter serves as official notice that the Agreement, and all Exhibits thereto, will be terminated effective January 1, 2026.**

To ensure continued NDEE/NDEQ/NDWEE Permitting and Compliance Services, **by January 1, 2026, please execute and return the enclosed Master Services Agreement and Enrollment Form(s) for your desired service(s).** Please note, if you are a participant in multiple services with MEAN, your municipality is only required to enter into one Master Services Agreement, however, an Enrollment Form is required for each individual service your municipality wishes to receive.

If you have any questions, please feel free to contact Bruce Doll, Director of Utility Services and Member Relations, at bdoll@nmppenergy.org or (402) 473-8259.

ENCLOSURES:

- Master Services Agreement
- Enrollment Form(s)
- Frequently Asked Questions (FAQ) Document

MEAN MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Master Agreement**”), is entered into by and between the Municipal Energy Agency of Nebraska (“**MEAN**”) and the undersigned service customer (the “**Customer**”), and shall become effective on the date on which it is duly executed by the parties set forth herein. This Master Agreement sets forth the terms and conditions under which MEAN will offer and provide various utility-related products and services (the “**Services**”) to the Customer.

1. Services. MEAN agrees to make available and provide, and Customer agrees to receive and accept the Services, subject to the terms and conditions set forth in this Master Agreement and the Incorporated Documents (as defined herein).
2. Incorporated Documents. This Master Agreement incorporates by reference the following documents (collectively, the “**Incorporated Documents**”): (a) the MEAN Master Services Agreement Terms and Conditions (the “**Master Terms and Conditions**”), as posted on the MEAN website, as may be amended from time to time pursuant to its terms, (b) the various Scope of Service documents which may be issued by MEAN from time to time during the term of this Agreement, (c) any Enrollment Form duly executed by MEAN and the Customer during the term of this Master Agreement, and (d) such other ancillary documents as may be necessary for the safe, efficient, and cost-effective provision of the Services during the term of this Master Agreement. MEAN and the Customer hereby agree to comply with all applicable provisions contained in the Incorporated Documents as if they were fully set forth herein.
3. Conflicts and Priority. In the event that any terms and conditions set forth in any ancillary document, Enrollment Form, Scope of Service document, the Master Terms and Conditions, or this Master Agreement conflict in any manner, the terms of the documents shall govern in the priority listed in this sentence.
4. Acknowledgement; Effective Dates. Customer has read and understands this Master Agreement and the Incorporated Documents and agrees to be bound hereby. This Master Agreement shall become effective on the date on which it becomes executed by duly authorized representatives of Customer and MEAN, and shall remain in effect as provided in the Master Terms and Conditions.

MUNICIPAL ENERGY AGENCY OF NEBRASKA

CUSTOMER: CITY OF CRETE, NE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENROLLMENT FORM

This Enrollment Form is entered into by and between the Municipal Energy Agency of Nebraska (“MEAN”) and the undersigned service Customer (the “Customer”).

SERVICE:	Nebraska Department of Water, Energy, and Environment – Assistance in Preparing State and Local Inventory Emissions Report.
REQUIRED ANCILLARY DOCUMENTS:	Not applicable.
SPECIAL PROVISIONS:	This Enrollment Form shall become effective upon the later of (a) the date on which it becomes fully executed, or (b) January 1, 2026.

1. Service. Customer hereby agrees to receive and pay for, and MEAN agrees to provide, the Services identified above, subject to the completion of any ancillary documents as outlined above.

2. Incorporation. This Enrollment Form is made part of the MEAN Master Services Agreement entered into between MEAN and the Customer and is subject to the terms and conditions set forth therein and in the MEAN Master Services Agreement Terms and Conditions (the “Master Terms and Conditions”) and the relevant Scope of Service document, as posted on the MEAN website. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Master Terms and Conditions.

3. Conflict. In the event that the terms and conditions set forth in any relevant ancillary document, Enrollment Form, Scope of Service Document, the Master Terms and Conditions, or the Master Agreement conflict in any manner, the terms and conditions of the document shall govern in the priority listed in this sentence.

4. Effective Date. Unless otherwise stated herein or in the corresponding Scope of Service document, this Enrollment Form shall become effective upon the date on which: (a) this Enrollment Form is duly executed by the parties hereto, and (b) any required ancillary document, if any, is duly executed by the parties hereto. This Enrollment Form shall remain in effect until Customer’s participation in the Service is terminated pursuant to and in accordance with the applicable Scope of Service Document and the Master Terms and Conditions.

MUNICIPAL ENERGY AGENCY OF NEBRASKA

CUSTOMER: CITY OF CRETE, NE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENROLLMENT FORM

This Enrollment Form is entered into by and between the Municipal Energy Agency of Nebraska (“MEAN”) and the undersigned service Customer (the “Customer”).

SERVICE:	Nebraska Department of Water, Energy, and Environment – Assistance in Preparing Certification of Compliance Report
REQUIRED ANCILLARY DOCUMENTS:	Not applicable.
SPECIAL PROVISIONS:	This Enrollment Form shall become effective upon the later of (a) the date on which it becomes fully executed, or (b) January 1, 2026.

1. Service. Customer hereby agrees to receive and pay for, and MEAN agrees to provide, the Services identified above, subject to the completion of any ancillary documents as outlined above.

2. Incorporation. This Enrollment Form is made part of the MEAN Master Services Agreement entered into between MEAN and the Customer and is subject to the terms and conditions set forth therein and in the MEAN Master Services Agreement Terms and Conditions (the “Master Terms and Conditions”) and the relevant Scope of Service document, as posted on the MEAN website. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Master Terms and Conditions.

3. Conflict. In the event that the terms and conditions set forth in any relevant ancillary document, Enrollment Form, Scope of Service Document, the Master Terms and Conditions, or the Master Agreement conflict in any manner, the terms and conditions of the document shall govern in the priority listed in this sentence.

4. Effective Date. Unless otherwise stated herein or in the corresponding Scope of Service document, this Enrollment Form shall become effective upon the date on which: (a) this Enrollment Form is duly executed by the parties hereto, and (b) any required ancillary document, if any, is duly executed by the parties hereto. This Enrollment Form shall remain in effect until Customer’s participation in the Service is terminated pursuant to and in accordance with the applicable Scope of Service Document and the Master Terms and Conditions.

MUNICIPAL ENERGY AGENCY OF NEBRASKA

CUSTOMER: CITY OF CRETE, NE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FAQ – MEAN Master Service Agreement

Issued September 30, 2025

Why does my municipality need to sign a new service contract?

MEAN is undergoing the process of restructuring its service contract procedure with the goal of reducing paperwork and creating administrative ease – both for MEAN staff and our service communities. The initial part of this restructuring effort will require any current service participants to sign new contracts under the restructured format.

Why is MEAN restructuring its service contract procedure?

Prior to the restructuring, any services offered by MEAN each required lengthy, individual contracts with varying terms. In the hopes of streamlining both the procedure and understanding of our service contracts, the new service contracts model reduces paperwork by ensuring that most fee-based or rate-based services all fall under a universal set of terms and conditions for each type of service, with only minimal terms varying from service to service.

Is MEAN getting rid of any services or reducing its service offerings?

No. MEAN intends to continue offering the same services following the restructuring efforts, and is hopeful to eventually expand its service offerings.

What documents does my municipality need to execute?

- For Rate-Based Services, the main contract is your municipality's power supply agreement that has already been executed. Participants under the Legacy SSM agreements, and other certain power supply agreements, may have to execute a simple, one-page addendum adopting a limitation of liability provision.
- For Fee-Based Services, any customer wishing to receive services must execute a one-page Master Services Agreement to become eligible to receive services, and then must execute a one-page Enrollment Form for each service the municipality wishes to enroll in.

What is the deadline to sign the new service contracts?

All contracts under the previous structure will be terminated or expire as of January 1, 2026. In order to avoid a disruption of service and to avoid incurring new set up fees for any service, please return all new service contracts prior to January 1, 2026. If for some reason your community is unable to return the new contracts by that date, please contact Bruce Doll, Director of Utility Services and Member Relations to make arrangements.

Where can I find the Master Service Agreement Terms and Conditions or the Scope of Service documents?

These documents can be found on the MEAN website at www.nmppenergy.org.

Subject DREVO ADDITION
From derek@allensurveying-ne.com
<derek@allensurveying-ne.com>
To: AWANEK@AOL.COM
<AWANEK@AOL.COM>
Date Today at 1:13 PM

ALAN,

Attached is the application for the subdivision of the house and trailer court lots. Please have Cindy sign, date, and deliver it to Trenton Griffin, at the City of Crete. They will also require payments of the application, inspection, review and filing fees upon delivery.

Please call with any questions or concerns.

Derek Beenblossom PLS

 **ALLEN SURVEYING
SERVICES LLC**
2450 W. MARTELL RD. 1128 MAIN AVE.
MARTELL, NE. 68404 CRETE, NE 68333
402-456-4366 402-826-4620

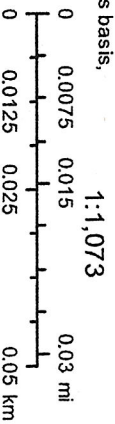
DREVO APPLICATION.pdf



November 7, 2024
20:23 PM

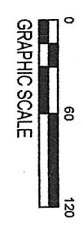
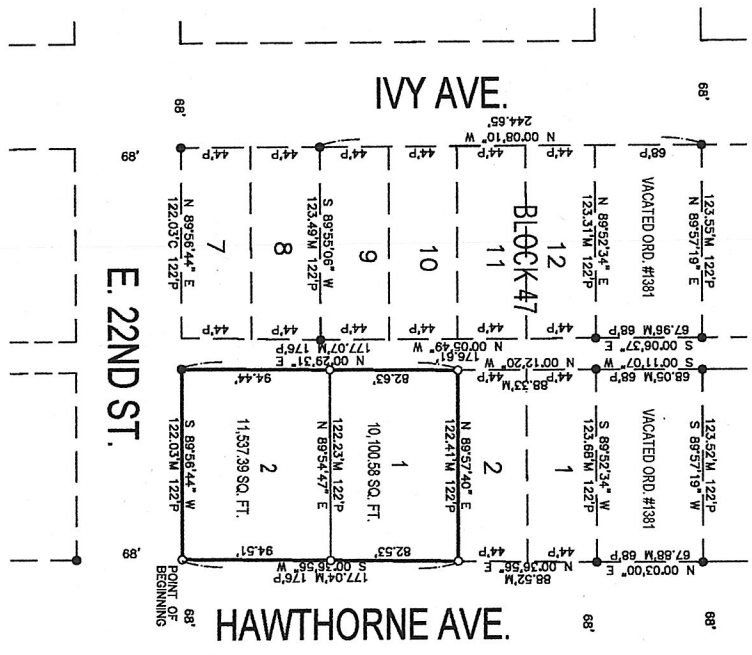
DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- Sections



DREVO ADDITION

AN ADMINISTRATIVE SUBDIVISION LOTS 3 THROUGH 6, BLOCK 47, ORIGINAL TOWN OF CRETE,
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 27 18N R4E OF THE 6TH P.M., CITY OF CRETE, SALINE
 COUNTY, NEBRASKA.



Legend	
■	Reserved
□	Proposed
○	Existing
○	Right of Way
○	Water
○	Other

LEGAL DESCRIPTION

AN ADMINISTRATIVE SUBDIVISION OF LOTS 3, BLOCK 47, ORIGINAL TOWN OF CRETE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 27 18N R4E OF THE 6TH P.M., CITY OF CRETE, SALINE COUNTY, NEBRASKA, SAID TRACT OF LAND SHALL BE FULLY DESCRIBED BY THE FOLLOWING: ...

CERTIFICATION

I, CHRYSLER S. WATSON, REGISTERED PROFESSIONAL SURVEYOR, CERTIFY THAT THE SURVEYOR'S CERTIFICATE, APPROVED BY THE CITY OF CRETE, NEBRASKA, IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS OF THE DATE SHOWN HEREON.

ACKNOWLEDGEMENT OF NOTARY

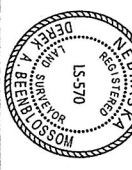
STATE OF _____)
 COUNTY OF _____)
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY ME ON THIS _____ DAY OF _____, 20____, BY _____

SURVEYORS CERTIFICATE

I, CHRYSLER S. WATSON, A PROFESSIONAL SURVEYOR, UNDER THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THE SURVEYING WAS MADE BY ME ON OCTOBER 6, 2008, AND THAT ALL DIMENSIONS ARE IN FEET AND INCHES TO THE NEAREST HUNDREDTHS OF AN INCH, AND THE CORRECTED AREA OF SAID LOTS IS AS SHOWN ON THE ATTACHED PLAN.

SIGNED THIS 6TH DAY OF OCTOBER, 2008.

 CHRYSLER S. WATSON, REGISTERED PROFESSIONAL SURVEYOR



CITY OF CRETE CITY COUNCIL APPROVAL
 THIS PART OF SUBDIVISION AS DESCRIBED IN THE ABOVE LEGAL DESCRIPTION WAS APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA.
 ON THIS _____ DAY OF _____, 20____
 BY: _____ MAYOR
 _____ CITY CLERK

APPROVAL OF ZONING ADMINISTRATOR

THIS PART OF SUBDIVISION AS DESCRIBED IN THE ABOVE LEGAL DESCRIPTION WAS APPROVED BY THE MAYOR AND THE ZONING ADMINISTRATOR OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA.
 ON THIS _____ DAY OF _____, 20____
 BY: _____ ZONING ADMINISTRATOR

Land Development, Planning and Zoning Application

	QTY	TOTAL	
Subdivision Development			Crete Municipal Code Article 3 Subdivisions
Application Fee	\$100		
Preliminary Plat (plus City Attorney Fees)	\$200		Crete Municipal Code 11-306.01
Final Plat	\$200		Crete Municipal Code 11-306.02
Other Plats	\$200		
Subdivision Review and Inspections	\$250		City Engineer fees are in addition to listed fees
Recording Fee	\$25		
Administrative Subdivision			City Municipal Code 11-306.03 Administrative Subdivisions
Application Fee	\$100	1 [#] 100	
Subdivision Review and Inspections	\$250		
Recording Fee	\$25		
Zoning Change	\$200		Crete municipal Code Chapter 11 Article 2
Special Exception	\$200		Crete municipal Code Chapter 11-230
Variance Request	\$150		Crete Municipal Code 11-213
Comprehensive Plan Amendment	\$200		Future Land Use Map, Existing Land Use Map
Total Fees		<i>Waived</i>	City Attorney fees are in addition to listed fees

Owner Information

Name	Phone	Email	
<i>Sack Lumber</i>	<i>402-806-0720</i>	<i>sackron@aol.com</i>	
Street Address	City	State	Zip
<i>220 E 11th</i>	<i>Crete</i>	<i>Nebraska</i>	<i>68333</i>
Signature	Application Date		
<i>Ronald Sad</i>	<i>Oct 29, 2025</i>		

Applicant Information

Name	Phone	Email	
<i>Same</i>			
Street Address	City	State	Zip
Signature	Application Date		

Description

An Administrative Subdivision of the South 13 feet of Lot 4, All of lot 5 and all of lot 6, Block 23, original Crete, along with that portion of vacated Norman Street, that portion of the vacated Alley, and the vacated portion of West 9th street adjacent thereto, All located in the NE 1/4 of section T8N R4E of the 6th P.M City of Crete, Saline County Nebraska

Subdivision Development Checklist

Pre Application Meeting Date _____ Time _____

Planning Commission Meeting Date _____ Time _____

Application Fee

City Council Meeting Date _____ Time _____

- Preliminary Plat physical and digital copies
- Name, Location, Legal description, Date
- Names of Adjoining Properties
- North Point and Graphics Scale
- Roads
- Existing Utilities and sizes
- Name, Location, Legal description, Date
- Proposed Utility System
- Contours at intervals 2' or 5'
- Proposed improvement or grading
- Location of existing buildings
- Proposed Easements, Dedications
- Filing Fees
- Improvement schedule and restrictive covenants
- Notification of County Planning Commission
- Notification of School Board

- Final Plat one original and two mylar copies
- Date, title, Name, Location of Subdivision
- Graphics Scale and North Arrow
- Monuments 1" diameter maximum 30" length
- Dimensions, angles and bearings, legal description of the property
- Names of Adjoining Properties
- Location and dimensions of easements
- Purpose for which sites are dedicated or reserved
- Surveyor Certification as to the accuracy of plat
- Certification signed and acknowledged by all parties holding title
- Certification recording the approval of the Planning Commission
- Certification recording the approval of the City Council
- Detailed Construction plans of all required public improvements approved by and engineer
- Posted bond or certified check to the City of Crete in sufficient amount to complete the required improvements as approved by and engineer

Administrative Subdivision Checklist

Pre Application Meeting Date _____ Time _____

City Council Meeting Date _____ Time _____

Application Fee

- Name
- Date
- Title
- Location
- Names of abutting streets
- New lots, block numbers, setback lines
- Graphic Scale and true North Point
- Monuments

- Dimensions
- Legal description
- Certification
- Signed by all parties holding Title
- Protective covenants
- Have owners requested annexation
- Utility easements shown
- Final Plat Original & 2 Mylar's

Zoning Change or Comprehensive Plan Amendment

Pre Application Meeting Date _____ Time _____

Scaled Survey Drawing

Publish and Post Date _____ Time _____

Application Fee

Planning Commission Meeting Date _____ Time _____

City Council Meeting Date _____ Time _____

Parcel # and Current Zoning _____

Requested Zoning _____

Special Exception Request

Pre Application Meeting Date _____ Time _____

Application Fee

City Council Meeting Date _____ Time _____

**FIRST AMENDMENT TO
SOLID WASTE COLLECTION AGREEMENT**

This FIRST AMENDMENT to the Solid Waste Collection Agreement, Contract No. 20-01-____, (the "First Amendment") is made and entered into as of November 1, 2025 (the "First Amendment Effective Date"), by and between the City of Crete, Nebraska (the "City") and Waste Connections of Nebraska, Inc. ("Waste Connections"). The City and Waste Connections are collectively referred to herein as the "Parties" and each individually as a "Party." Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

RECITALS

WHEREAS, the City and Waste Connections are parties to the Solid Waste Collection Agreement, Contract No. 20-01-____, dated April 21, 2020 (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to extend the term of the Agreement and otherwise modify the Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements set forth herein, the receipt and sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

1. Term of Agreement. As of the First Amendment Effective Date, Section 1.02 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall begin on November 1, 2025 and end on October 31, 2029 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for successive periods of (4) years."

2. Every Other Week Recycling. As of the First Amendment Effective Date, the frequency of recycling collection services as reflected in Section 1.03 of the Agreement for single-family residential units ~~shall be~~ hereby reduced to every other week.

3. Billing. As of the First Amendment Effective Date, Section 1.04 of the Agreement is hereby amended by deleting the last sentence of that section and replacing it with the following:

"The City is solely responsible for invoicing and collecting payments from residential customers. Waste Connections is solely responsible for invoicing and collecting payments from all commercial customers."

4. Residential Rates. As of the First Amendment Effective Date, Section 3.01 of the Agreement is hereby deleted in its entirety and replaced with the following:

"For the collection of solid waste and recyclable materials placed in approved containers, with occasional overages, from residential households, the residential rates set forth in Exhibit "A" attached hereto shall apply. "

5. Commercial Rates. As of the First Amendment Effective Date, Section 3.02 of the Agreement is hereby deleted in its entirety and replaced with the following:

"For the collection of solid waste and recyclable materials placed in approved carts/toters or dumpsters, with occasional overages, from commercial customers, the commercial rates set forth in Exhibit "A" attached hereto shall apply. "

6. CPI Rate Increase. On November 1, 2027, the rates set forth in Exhibit "A" attached hereto shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve Month Period. The "Prior Rolling Twelve Month Period" shall be the most recent twelve (12) month period for which the CPI-U is available on the date of the rate increase. For purposes of this Agreement, the term "CPI-U" shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: Midwest Region, All Items (1982-84 = 100).

7. Reaffirmation and Entire Agreement. The Parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment. The Agreement and this First Amendment represents the entire agreement among the Parties with respect to the matters that are the subject hereof. All the terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.

8. Conflicting Provisions and Severability. In the event of any conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail. The provisions of this First Amendment shall be deemed severable. If any provision of this First Amendment is invalid or unenforceable, such provision shall be of no force or unenforceability and the First Amendment shall otherwise continue in full force and effect.

9. Authorization. Each Party executing this First Amendment represents and warrants that (a) it has carefully read and it understands the contents of this First Amendment, (b) it is duly authorized to cause this First Amendment to be executed and delivered and each person executing this First Amendment in a representative capacity is empower to do so, and (c) it executes this First Amendment freely.

10. Counterparts. This First Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

[Signatures on Next Page]

PASSED AND APPROVED BY THE CITY OF CRETE COUNCIL MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF STATE OF NEBRASKA AND ALL OTHER APPLICABLE LAWS AS OF THE FIRST AMENDMENT EFFECTIVE DATE.

CITY:

WASTE CONNECTIONS:

CITY OF CRETE, NEBRASKA

WASTE CONNECTIONS OF NEBRASKA, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

**Exhibit A
Rates and Service Levels**

Residential Pricing with Every Other Week Recycling

Residential Rate Schedule 2025-2029

Pickup Frequency (Per week)	1 Cart/Toter	2 Carts/Toters
Year 1	\$20.00	\$26.00
Year 2	No Increase	No Increase
Year 3	CPI Increase	CPI Increase
Year 4	No Increase	No Increase

Yard Waste Services

Yard waste shall be collected one day each week from April 1 through November 30 of each year at an additional rate of \$12.00/month. Residential customers must elect to receive yard waste service

Bulk Pick up Services

This option would be available for every resident at \$0.50 per home per month

Commercial Pricing for Solid Waste and Recycling Services

Crete Commercial 2025-2029 Rate Schedule- Dumpsters

Pickup Frequency (Per week)	2 Yards	3 Yards	4 Yards	6 Yards	8 Yards
1 Time	\$63.15	\$82.56	\$110.27	\$165.27	\$220.56
2 Times	\$95.79	\$123.27	\$220.34	\$330.84	\$441.13
3 Times	\$127.29	\$165.29	\$330.84	\$496.26	\$661.35
4 Times	\$178.82	\$207.27	\$441.19	\$661.68	\$882.22
5 Times	\$228.89	\$249.26	\$551.41	\$827.11	\$1,102.82
6 Times	\$274.68	\$247.56	\$661.69	\$992.54	\$1,323.39

Commercial 2025-2029 Rate Schedule Carts/Toters

Pickup Frequency (Per week)	1 Cart/Toter	2 Carts/Toters
1 Time	\$22.56	\$36.42
2 Times	\$37.78	\$51.01
3 Times	\$51.75	\$65.28
4 Times	\$67.60	\$80.26

5 Times	\$82.29	\$95.82
6 Times	\$96.48	\$110.04

Price Increases will be CPI Based on the same schedule as the Residential Services

4898-8772-2356, v. 1

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.

