

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement made this 21st day of July 2026, between the Blair Airport Authority, hereinafter referred to as the “Authority” and Mark Hodson, hereinafter referred to as the “Contractor”.

This agreement will include turf mowing in the right-of-way, around the hangar areas, glider landing area, and an area in and along the runways and taxi lanes at the Blair Executive Airport; along with performance of minor maintenance that needs to be performed from time to time as may be identified by Authority or contractor and agreed to by Authority on Airport property for the safe operations of the airport and airport patrons.

For valuable consideration and the mutual promises and covenants herein, the parties hereto agree as follows:

- 1) Independent Contractor: Authority hereby retains the services of Contractor to act as an independent contractor for the purpose of turf mowing of the Airport areas and minor maintenance that may need to be performed at said airport for the safe operations of the airport. Contractor hereby agrees and understands that it is an independent contractor and is not an agent or employee of the Authority.
- 2) Term of Agreement: Subject to the terms and conditions set forth for termination hereof, this Agreement shall commence on August 1, 2026, and shall terminate on December 31, 2032; provided however, this Agreement may be terminated under the following conditions:
 - a) Contractor may terminate this Agreement by giving written notice of termination on or before November 30 of each calendar year during the term of this Agreement. In the event contractor delivers such written termination, this Agreement shall terminate on January 1st of the succeeding year.
 - b) In the event that the Authority, in its sole and absolute discretion, deems that the Contractor is in default of the terms of this Agreement, Authority shall serve Contractor with written notice stating the nature of the default and providing a reasonable period of time for satisfactory correction thereof, said reasonable period of time to not be less than thirty (30) days. In the event that Contractor has not satisfactorily corrected the default to the satisfaction of Authority, in City’s sole

and absolute discretion, within in said thirty (30) day period, then Authority shall so notify Contractor of its default and this Agreement shall terminate upon delivery of such notice of default; provided further, that in the event Authority terminates the Agreement pursuant to this provision, Authority shall have the right to contract with a third party to have the services performed.

Services: Contractor agrees to mow all turf and right-of-way areas, turf around the hangar areas, glider landing area, and an area in and along the runways and taxi lanes at the Blair Executive Airport according to the following schedule:

- a) All turf areas are to be mowed a minimum of every two weeks or as needed to allow for the proper use of mowing equipment at contractor's discretion and area used as landing area for glider activity shall be mowed weekly or as often as necessary to allow for safe use by the glider activity. Authority reserves the right to request Contractor to mow additional times upon reasonable notice.
 - b) All turf areas shall be mowed to a height as directed by the Authority and included trimming around all obstacles or protrusions and removing all grass clippings off of paved surfaces.
 - c) Contractor shall furnish all necessary vehicles, equipment, tools and labor to perform the services described hereinabove, in a timely and workmanlike manner.
 - d) Contractor shall furnish all necessary vehicles, equipment, tools and labor to perform the services described hereinabove, in a timely and workmanlike manner.
 - e) Contractor shall perform other maintenance on Authority property as to assist in maintaining the airport in safe condition to include but not limited to minor repair to hangars, assist in securing hangar repair, repair of runway and taxi lane lighting, area lighting, restroom maintenance, etc.
- 4) Insurance Requirements: Contractor shall be required to maintain the following insurance:

- a) Workman's Compensation Act – Contractor shall maintain liability insurance that will protect Contractor, or its sub-contractors, from claims under the Nebraska Workman's Compensation Act, as may be warranted.
- b) Commercial General Liability Insurance – Contractor shall maintain a commercial general liability insurance policy in an amount of at least Five Hundred Thousand Dollars (\$500,000) with a deductible of not more than Two Hundred Fifty Dollars per occurrence covering bodily injury, including death and property damage which may arise from or during operations under this agreement.

Contractor shall provide Authority with a certificate of insurance evidencing the existence of the policies of insurance and further provide that City shall be given at least thirty (30) days notice prior to cancellation of any of such policies of insurance.

5) Compensation:

- a) Authority agrees to pay Contractor the contractor monthly based on invoice from Contractor for all hours worked based on itemized statement showing date, hours, and work performed at the following rates:

i) Mowing (Aug. 2026 – 2027)	\$68.50 per hour
Mowing (2028 – 2029)	\$71.25 per hour
Mowing (2030 – 2031)	\$74.00 per hour
Mowing (2032)	\$77.00 per hour

ii) Maintenance (Aug. 2026 – 2027)	\$47.00 per hour
Maintenance (2028 – 2029)	\$49.00 per hour
Maintenance (2030 – 2031)	\$51.00 per hour
Maintenance (2032)	\$53.00 per hour

- 6) It is agreed that contractor shall have the use of small storage area at the east end of Suite C to store mowing equipment and other equipment as necessary for the performance of this contract.
- 7) Employees: Contractor shall not employ any person whose employment on or in connection with this contract may be objectionable to Authority and Contractor agrees to reassign any such person when objected to by Authority.

- 8) Government Regulations/Laws: The Contractor shall comply with all federal and state laws, codes and regulations and all codes and regulations of the Authority and to pay all fees, taxes and expenses connected with compliance thereof and also to pay all taxes imposed by any federal or state law or any employment insurance or other such expense associated with its employees.

Contractor further agrees to comply with the Occupational Safety and Health Act of 1970, as amended, and any and all regulations issued pursuant. As a term and condition of this agreement, the Contractor shall keep and save the City harmless from any claims or charges of any kind by reason of the Contractor failing to comply with the Occupational Safety and Health Act of 1970, as amended, and the regulations thereto and agrees to reimburse City for any fines, damages or expenses of any kind incurred by City by reason of the Contractor's failure to so comply.

- 9) General Indemnification: Contractor agrees to indemnify and hold harmless from any and all claims, causes of action, losses or other liability arising, directly or indirectly, from the services contemplated under this Agreement.

- 10) Assignment: This Agreement shall not be assigned by either party.

- 11) Time is of the Essence: Time is the essence of this Agreement.

- 12) Binding Effect: This Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors or assigns.

Blair Airport Authority

Contractor

By _____
Chairman

By _____
Mark Hodson

ATTEST:

ATTEST:
