

Public Works Committee Meeting
Tuesday, November 18, 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. Consider the Waste Connections agreement

3.B. Discussion on City Engineer

3.C. Consider JEO's recommendation for the street and alley paving CDBG Project No. 24-PWI-004

3.D. Consider a bid date for the sale of A row hangars

3.E. Consider the farm leases on City property.

3.F. Authorization of deviation from City spec for sidewalk placement at 1044, 1100, 1110, and 1120 Jasmine Ave.

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.

**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



November 17, 2025

City of Crete
c/o Tom Ourada
213 East 13th Street
Crete, NE 68333

RE: 2024 Crete Street and Alley Improvements
Crete, NE
CDBG Project No. 24-PWI-004
JEO Project No. 240578.00

Dear Tom:

We have reviewed the bid results for the subject project received on November 13th, 2025. A Bid Tab with the results is attached hereto.

We received 7 bids on the project. The low bidder was NLC, LLC from York, Nebraska with a total Bid of \$730,375.27 and a start date of June 1, 2026.

SEND, the grant administrator for the CDBG portion of project, has reviewed NLC, LLC and stated that "*NLC, LLC appears to be in good standing with the State, is properly registered and holds no Federal exclusions*".

NLC, LLC has successfully completed projects similar in size and scope to the above-referenced project as outlined in the attached letter. JEO has reviewed the references supplied by the low bidder and has found no grounds to withhold the award of the project to NLC, LLC.

If you have any questions or concerns, please contact me at your convenience.

Sincerely,

Evan B Wickersham, P.E.
Senior Project Manager

Enclosures: Engineer's Bid Tabulation Review
NLC, LLC Project Experience



Bid Tab

PROJECT | 2024 Crete Street and Alley Improvements, CDBG Project No. 24-PWI-004

JEO PROJECT NO. | 240578.00

LOCATION | Crete, Nebraska

LETTING | November 13, 2025 @ 10:00 AM

OPINION OF PROBABLE COST | \$1,008,000

Bidder	Total Group A	Total Group B	Total Group C	Total Group D	Total Groups A, B, C & D	Start Date
NLC, LLC York, NE	\$522,166.81	\$65,560.03	\$88,224.85	\$54,423.58	\$730,375.27	June 1, 2026
M.E. Collins Contracting Co., Inc. Wahoo, NE	\$527,208.90	\$67,968.00	\$87,724.60	\$65,925.00	\$748,826.50	Spring 2026
K2 Construction Lincoln, NE	\$605,165.45	\$99,981.00	\$97,208.00	\$63,107.00	\$865,461.45	March 1, 2026
R.L. Tiemann Construction, Inc. Beatrice, NE	\$699,965.69	\$67,745.50	\$88,077.46	\$53,553.73	\$909,342.38	June 1, 2026
Dax Construction, Inc. Lincoln, NE	\$743,953.50	\$106,225.00	\$88,730.00	\$64,275.00	\$1,003,183.50	NA
Walton Construction Lincoln, NE	\$688,359.25	\$115,588.00	\$120,990.60	\$81,847.60	\$1,006,785.45	July 6, 2026
Bauer Infrastructure LLC Martell, NE	\$735,810.30	\$128,961.14	\$115,125.27	\$73,647.41	\$1,053,544.12	Spring 2026



Tab Sheet

PROJECT | 2024 Crete Street and Alley Improvements, CDBG Project No. 24-PWI-004

JEO PROJECT NO. | 240578.00

LOCATION | Crete, Nebraska

					NLC LLC	M.E.Collins Contracting Co., Inc.	
GROUP A - STREET IMPROVEMENTS							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$27,602.50		\$40,000.00
2	Bonding and Insurance	1	LS		\$8,500.00		\$100.00
3	Clearing and Grubbing	1	LS		\$13,340.00		\$3,100.00
4	Temporary Traffic Control Measures	1	LS		\$5,000.00		\$3,961.00
5	Remove Tree (6" - 12")	11	EA	\$1,035.00	\$11,385.00	\$410.00	\$4,510.00
6	Remove Tree (14" - 24")	13	EA	\$1,150.00	\$14,950.00	\$830.00	\$10,790.00
7	Remove Tree (30" - 36")	4	EA	\$1,437.50	\$5,750.00	\$1,240.00	\$4,960.00
8	Remove Tree (36" - 48")	4	EA	\$2,300.00	\$9,200.00	\$1,650.00	\$6,600.00
9	Remove Tree (54")	1	EA	\$4,600.00	\$4,600.00	\$2,070.00	\$2,070.00
10	Relocate Sign	3	EA	\$100.00	\$300.00	\$155.00	\$465.00
11	Relocate Mailbox	4	EA	\$150.00	\$600.00	\$207.00	\$828.00
12	Remove Pavement	374	SY	\$9.50	\$3,553.00	\$12.40	\$4,637.60
13	Remove Concrete Sidewalk	420	SF	\$1.14	\$478.80	\$1.00	\$420.00
14	Remove Landscape Brick	22	LF	\$14.11	\$310.42	\$8.30	\$182.60
15	Reconstruct Manhole	3	EA	\$5,750.00	\$17,250.00	\$2,250.00	\$6,750.00
16	Adjust Manhole to Grade w/ New Ring and Cover	1	EA	\$948.75	\$948.75	\$1,654.00	\$1,654.00
17	Connect to Existing Sanitary Sewer Main	8	EA	\$517.50	\$4,140.00	\$878.00	\$7,024.00
18	4" PVC SDR 40	272	LF	\$21.28	\$5,788.16	\$45.20	\$12,294.40
19	4" Service Saddle	8	EA	\$356.50	\$2,852.00	\$367.00	\$2,936.00
20	4" Cap, PVC	8	EA	\$115.00	\$920.00	\$341.00	\$2,728.00
21	4" 45° Bend, MJ	8	EA	\$500.25	\$4,002.00	\$616.00	\$4,928.00
22	7" Concrete Pavement	3,645	SY	\$64.00	\$233,280.00	\$74.40	\$271,188.00
23	6" Concrete Driveway	239	SY	\$72.00	\$17,208.00	\$70.70	\$16,897.30
24	Subgrade Preparation	3,884	SY	\$2.70	\$10,486.80	\$2.70	\$10,486.80
25	5" Concrete Sidewalk	7,809	SF	\$6.00	\$46,854.00	\$8.50	\$66,376.50
26	Detectable Warning Panels	90	SF	\$35.00	\$3,150.00	\$40.60	\$3,654.00
27	4" Aggregate Surfacing	4	TONS	\$156.47	\$625.88	\$92.20	\$368.80
28	Concrete Header	32	LF	\$8.00	\$256.00	\$15.00	\$480.00
29	Hydro-Seeding, Fertilizer and Mulch	1	ACRE	\$8,627.30	\$8,627.30	\$8,562.00	\$8,562.00
30	Erosion Control Mat	14	SY	\$178.25	\$2,495.50	\$9.70	\$135.80
31	Silt Fence, Low Porosity	75	LF	\$6.90	\$517.50	\$4.90	\$367.50
32	Stabilized Construction Entrance	1	EA	\$2,532.88	\$2,532.88	\$2,260.00	\$2,260.00
33	Curb Inlet Sediment Filter	1	EA	\$460.00	\$460.00	\$371.00	\$371.00
34	Trench Drain	2	EA	\$2,000.00	\$4,000.00	\$2,270.00	\$4,540.00
35	Excavation, Established Quantity	734	CY	\$59.23	\$43,474.82	\$17.90	\$13,138.60
36	Remove and Salvage Fire Hydrant Assembly	2	EA	\$1,293.75	\$2,587.50	\$924.00	\$1,848.00
37	Install Salvaged Fire Hydrant Assembly with New Lead	2	EA	\$2,070.00	\$4,140.00	\$2,798.00	\$5,596.00
TOTAL GROUP A					\$522,166.81		\$527,208.90

GROUP B - WATER							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Remove Gate Valve and Box	7	EA	\$1,063.75	\$7,446.25	\$719.00	\$5,033.00
2	Remove 90° Bend	1	EA	\$402.50	\$402.50	\$308.00	\$308.00
3	6" Gate Valve and Box, MJ	5	EA	\$2,788.75	\$13,943.75	\$1,343.00	\$6,715.00
4	Connect to Existing Water Main	3	EA	\$1,897.50	\$5,692.50	\$1,098.00	\$3,294.00
5	6" x 6" x 6" Tee, MJ	4	EA	\$701.50	\$2,806.00	\$817.00	\$3,268.00
6	6" PVC Water Main, DR 18	677	LF	\$39.39	\$26,667.03	\$58.00	\$39,266.00
7	Abandon Existing Water Main	1	LS		\$1,725.00		\$1,027.00
8	6" Cap, MJ	1	EA	\$431.25	\$431.25	\$507.00	\$507.00
9	Curb Stop	1	EA	\$408.25	\$408.25	\$605.00	\$605.00
10	Reinstate Water Service- Connect to New Main	5	EA	\$1,063.75	\$5,318.75	\$1,200.00	\$6,000.00
11	Adjust Curb Stop to Grade	5	EA	\$143.75	\$718.75	\$389.00	\$1,945.00
SUBTOTAL GROUP B					\$65,560.03		\$67,968.00
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP B @ 5.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					\$0.00		\$0.00
TOTAL GROUP B					\$65,560.03		\$67,968.00

GROUP C - ALLEY IMPROVEMENTS BETWEEN 12TH ST. AND 13TH ST., OAK AVENUE TO NORMAN							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$6,817.50		\$7,000.00
2	Bonding and Insurance	1	LS		\$1,400.00		\$100.00
3	Temporary Traffic Control Measures	1	LS		\$2,000.00		\$1,140.00
4	Remove Pavement	660	SY	\$11.57	\$7,636.20	\$12.30	\$8,118.00
5	Remove Concrete Sidewalk	35	SF	\$8.87	\$310.45	\$4.10	\$143.50
6	7" Concrete Pavement	414	SY	\$77.25	\$31,981.50	\$90.30	\$37,384.20
7	6" Concrete Pavement	280	SY	\$72.00	\$20,160.00	\$80.90	\$22,652.00
8	Subgrade Preparation	694	SY	\$5.04	\$3,497.76	\$3.10	\$2,151.40
9	5" Concrete Sidewalk	58	SF	\$6.00	\$348.00	\$8.90	\$516.20
10	Detectable Warning Panels	10	SF	\$35.00	\$350.00	\$41.50	\$415.00
11	4" Aggregate Surfacing	7	TONS	\$156.47	\$1,095.29	\$92.20	\$645.40
12	Non-Integral Curb and Gutter	156	LF	\$47.50	\$7,410.00	\$46.40	\$7,238.40
13	Seeding, Fertilizer and Mulch	75	SF	\$5.75	\$431.25	\$1.40	\$105.00
14	Excavation, Established Quantity	5	CY	\$957.38	\$4,786.90	\$23.10	\$115.50
TOTAL GROUP C					\$88,224.85		\$87,724.60

GROUP D - ALLEY IMPROVEMENTS NORTH OF EAST 12TH ST. AND WEST OF LINDEN AVE.							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$3,415.00		\$6,000.00
2	Bonding and Insurance	1	LS		\$1,000.00		\$100.00
3	Temporary Traffic Control Measures	1	LS		\$750.00		\$1,140.00
4	Remove Pavement	368	SY	\$10.16	\$3,738.88	\$12.30	\$4,526.40
5	7" Concrete Pavement	357	SY	\$77.25	\$27,578.25	\$90.30	\$32,237.10
6	Subgrade Preparation	357	SY	\$12.35	\$4,408.95	\$3.10	\$1,106.70
7	Non-Integral Curb and Gutter	67	LF	\$47.50	\$3,182.50	\$46.40	\$3,108.80
8	Remove and Replace Grate Inlet	2	EA	\$5,175.00	\$10,350.00	\$8,853.00	\$17,706.00
TOTAL GROUP D					\$54,423.58		\$65,925.00

TOTAL GROUPS A, B, C & D					\$730,375.27		\$748,826.50
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** Corrected \$\$\$

NLC, LLC

November 14, 2025

City of Crete
243 East 13th Street
Crete, Nebraska 68333

Project: Crete 2024 Paving and Alley Improvements
Location: Crete, Nebraska
Project No.: 240578.00

RE: References

Dear City Engineer,

The following is a listing of our references for this project:

Olsson
POC: Mr. Brad Marshall - PE
Tele: 402-202-8360
Project: The Knolls Public Paving and Turnlane
Location: Lincoln, Nebraska
Magnitude: \$744,000.00
Completion Date: October 2023

Clark and Enersen Partners
POC: Mr. Tim Gergen - PE
Tele: 402-525-6588
Project: Chateau Yankee Hill 1st Addition Part 1 Paving and Storm Sewer
Location: Lincoln, Nebraska
Magnitude: \$1,420,000.00
Completion Date: May 2024

Olsson
POC: Mr. Jess Hurlbert - PE
Tele: 308-991-7251
Project: Arapahoe Downtown Improvements
Location: Arapahoe, Nebraska
Magnitude: \$940,000.00
Completion Date: December 2023

NLC, LLC

Embris Group

POC: Aaron Hirsh, PE, CFM

Senior Project Engineer

M: 402.612.1454 E: aaronhirsh@embrisgroup.com

W: www.embrisgroup.com

Embris Group | 963 N. 13th St. | Fort Calhoun, NE 68023

Project: Fort Calhoun Trail Extension; Phase 3 and 4

Location: Fort Calhoun, Nebraska

Magnitude: \$715,000.00

Completion Date: November 2024

Miller and Associates Consulting Engineers, PC.

POC: Chris Miller, PE

O: 308-234-6456

Senior Project Engineer

W: www.miller-engineers.com

1111 Central Avenue; Kearney, Nebraska 68847

Project: Plainview Lincoln and Pine Street Improvements

Location: Plainview, Nebraska

Magnitude: \$924,100.00

Completion Date: September 2025

Alternate Reference POC: Jeremy Tarr (City of Plainview) C: 402-841-0292

If you have any questions regarding this correspondence, please contact our office at your earliest convenience.

Sincerely,

Stacy M. Portwine
Managing Member

**CITY OF CRETE, NEBRASKA CITY
FARM LEASE AGREEMENT**

This Agreement is entered into between the City of Crete, Nebraska ("City") and (name) Terry Reetz, (address) 19800 SW 142, (city) Crete, (state) NE, (zip) 68333, ("Lessee") upon the date of signature by both parties.

RECITALS:

- A. The City of Crete, Nebraska is a duly created municipality under the Nebraska Revised Statutes and has the power to enter into contracts, leases, and all other instruments necessary or convenient to the corporate purposes of the City.
- B. The Lessee seeks to lease certain arable and pasture land owned by the City of Crete for use as cropland or pasture.
- C. The City and Lessee have discussed and agreed upon terms and conditions related to Lessee's use of the land, and this written agreement is intended to and shall memorialize the entire agreement between the parties.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: GENERAL TERMS AND CONDITIONS.

§1.01 Property Description; Limitation on Use.

Lessee shall be entitled to possess and use for agricultural and related purposes, the real property set forth in Exhibit A except any parts thereof that are occupied in the use and service of the Municipal Services, which includes but is not limited to, access roadways, parking areas, fences, and areas that may be dedicated for use as a park ("Premises").

§1.02 Payment for Leased Property; Method of Payment.

Lessee shall pay rent to the City in the total amount of

one hundred ninety five ⁰⁰ 90 (\$ 6195⁰⁰) per year: 382²⁰ Pasture
three hundred eighty two ²⁰ 20 (\$ 382²⁰) per acre per year on 19.11
 acres of pasture ground and _____ (\$ 130⁰⁰)
 per acre per year on 47.66 acres of arable land.

Tract 13310 South Pasture 11.24
 Tract 13312 Pasture 7.87
 Till 10.30
 Till 37.36

19.11 Pasture
 Crop 47.66

All rents are due and payable the first day of March each year. All payments shall be made by check, ACH deposit, or other appropriate payment mechanism as determined by the City.

Total
6,578⁰⁰

§1.03 Lease Term.

The term of this lease will be five years from from date of execution with the termination date being February 28, 2031 ("Termination Date").

§1.04 Maintenance of Grounds and Fences.

Lessee shall keep the Premises free from all noxious weeds and other invasive plants.

Lessee shall protect and maintain all fences now on the Premises or that may be erected thereon during the term of the lease and shall keep all fence lines, areas immediately adjacent to rights-of-way, and areas along the borders of fields free and clear of any noxious weeds and other invasive plants.

§1.05 Surrender of Premises.

Lessee agrees to peaceably surrender possession of the Premises at the end of the Lease Term in as good a condition as when possession was granted, acts of God and usual wear and tear excepted. Upon any default of the terms and conditions of this Lease, the City may enter the Premises and prevent Lessee's possession of the property.

§1.06 Right of Ingress and Egress; Right of Access.

Lessee shall have at all times the right of reasonable ingress to and egress from the Premises, subject to acts of God, severe weather conditions, or physical impossibility.

The City and its employees, agents, and invitees shall have access to the Premises at reasonable times to inspect, survey, repair, or perform any other customary work on the Premises. Unless there is an emergency, the City shall provide Lessee with notice at least twenty-four (24) hours prior to entry.

§1.07 Repairs, Modifications, or Improvements.

The City shall not be liable for any damage to or defects in the Premises or any crops grown thereon due to repairs, modifications, or improvements that may be undertaken on the Premises.

In no event shall Lessee be allowed or permitted to make any repairs, modifications, or improvements to the Premises without the prior written approval and consent of the City.

§1.08 Liens on Premises.

Lessee agrees to promptly pay all sums of money in respect to labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or on behalf of Lessee for use on or about the Premises. Lessee hereby agrees that no liens shall be placed on or attached to the Premises. In the event any such lien shall be so placed on the Premises, Lessee shall take all

steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that Lessee may contest any such lien after first posting a surety bond in favor of the City in an amount sufficient to remove the lien pursuant to Nebraska law.

§1.09 Destruction of Premises.

Any partial destruction of the Premises shall neither annul nor void this lease. Lessee shall be entitled to an equitable or pro rata reduction of rent if certain areas are rendered unusable. In the event the entire Premises is unusable for agricultural purposes, the lease shall be terminated, and any prepayment of rent shall be returned to Lessee on an equitable or pro rata basis.

PART II: BREACHES AND TERMINATION.

§2.01 Early Termination.

This lease may be terminated, in whole or in part, prior to the completion of the Lease Term if and when both parties agree that continuation is not feasible or would not produce beneficial results for either party. The parties must agree on the termination conditions, including the effective date of the termination, the portion (if in part) to be terminated, and any allocation of rent payments under the lease.

This lease may also be terminated by either party upon written notice of termination at least ninety (90) days prior to the end of any year of continuation.

§2.02 Non-performance or Other Breach by Lessee.

In the event of a substantial breach of the provisions of this lease, including but not limited to the non-payment of the rent required of Lessee, the City will be entitled to declare such substantial breach a default and to terminate the lease in whole or in part. The City may allow Lessee time to cure a breach of the lease; however, allowing Lessee time to cure a breach does not waive the City's right to terminate the lease for the same or different breach which may occur at a different time.

§2.03 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the lease due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the lease. A party so affected shall immediately give notice to the other party of the Force Majeure Event. The City may grant relief from the performance of the lease if Lessee is prevented from performance by a Force Majeure Event. The burden of proof for the need of such relief shall rest with Lessee. To obtain release based on a Force Majeure Event, Lessee must file a written request for such relief with the City.

§2.04 Non-Waiver/Waivers in Writing.

The City's failure to insist upon the strict performance of any provision of this lease or to exercise any right based upon breach will not constitute a waiver of any rights under this lease.

No custom or practice of the parties which varies from a term of this lease shall be a waiver of any party's right to demand exact compliance with the terms of this lease, and no conditions or provisions of this lease can be waived unless approved by the City in writing.

PART III: SUPPLEMENTAL TERMS AND CONDITIONS.

§3.01 Designation of Officials to Execute Lease and Amendments.

The City or their designee is the official authorized to execute this lease and any amendments to this lease on behalf of the City.

Lessee's representative who is duly authorized by law to execute this lease, or their successor, is the official authorized to execute this lease and any amendments to this lease on behalf of Lessee.

Either party may request amendments to this lease; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§3.02 Assignment of Interest; Binding Effect.

Lessee may not assign or transfer any interest in this lease or the Premises without the prior, written authorization of the City. If any assignment or transfer is authorized, Lessee shall remain solely responsible for all obligations under this lease and for the conformance to the terms and conditions of this lease by any assignee or transferee. Any breach or default of this lease by any assignee or transferee shall be considered a breach or default of Lessee.

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and legal representatives.

§3.03 Relationship of the Parties.

Nothing in this lease should be construed in any manner as creating or establishing a partnership, joint venture, or agency relationship between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party.

§3.04 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective

addresses as may be specified in writing by either party. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§3.05 Non-Liability/Hold Harmless.

The City shall not be liable to Lessee or its agents, representatives, invitees, guests, or employees for any personal injury, death, or damage to personal property caused by theft, burglary, fire, or any other cause occurring on or about the property.

Lessee shall be responsible for and shall indemnify and hold the City harmless from any and all claims, demands, or actions made by any person for any loss or damage sustained based upon or arising out of the negligent or willful acts or omissions of Lessee, its agents, invitees, guests, or employees. Lessee shall have no right to indemnification or contribution from the City for any judgments rendered against it.

§3.06 Compliance with Law; Governing Law.

Lessee shall comply with all applicable federal, state, and local laws pertaining to Lessee's use of the Premises, whether now in effect or hereafter amended or adopted.

This lease shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§3.07 Severability; Counterparts; Entire Agreement.

Each section, paragraph, clause, sentence, and word of this agreement is intended to be severable. If any part of this lease or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other portions of this lease that can be given effect without the invalid part.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This instrument and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding upon the parties.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this lease, they agree to its provisions, and that it will be effective on the date when both parties have signed.

CITY OF CRETE

LESSEE

By: Tom Owada
(Signature of Authorized Official)

By: Terri A Reetz
(Signature)

Tom Owada, City Administrator
(Typed or Printed Name, Title)

Terri A Reetz
(Typed or Printed Name)

10/23/2025
(Date)

10-23-25
(Date)

CITY OF CRETE, NEBRASKA CITY
FARM LEASE AGREEMENT

This Agreement is entered into between the City of Crete, Nebraska ("City") and (name) Michael McMillan, (address) 20525 Deer Track Cir (city) Martell, (state) Ne, (zip) 68404, ("Lessee") upon the date of signature by both parties.

RECITALS:

- A. The City of Crete, Nebraska is a duly created municipality under the Nebraska Revised Statutes and has the power to enter into contracts, leases, and all other instruments necessary or convenient to the corporate purposes of the City.
- B. The Lessee seeks to lease certain arable and pasture land owned by the City of Crete for use as cropland or pasture.
- C. The City and Lessee have discussed and agreed upon terms and conditions related to Lessee's use of the land, and this written agreement is intended to and shall memorialize the entire agreement between the parties.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: GENERAL TERMS AND CONDITIONS.

§1.01 Property Description; Limitation on Use.

Lessee shall be entitled to possess and use for agricultural and related purposes, the real property set forth in Exhibit A except any parts thereof that are occupied in the use and service of the Municipal Services, which includes but is not limited to, access roadways, parking areas, fences, and areas that may be dedicated for use as a park ("Premises").

§1.02 Payment for Leased Property; Method of Payment.

Lessee shall pay rent to the City in the total amount of

Twelve thousand nine hundred and four & ⁰⁵/₁₀₀ (\$12094.05) per year:
Thirty-Five (\$35) per acre per year on 36.33
 acres of pasture ground and One hundred thirty (\$130)
 per acre per year on 83.25 acres of arable land.

	North	Crop	Pasture
Farm 10109 Tract	13310		7.19
Farm 5285 Tract	354	78.83	28.59
Farm 5285 Tract	4742	4.45	.55
	Total	83.25	36.33

All rents are due and payable the first day of March each year. All payments shall be made by check, ACH deposit, or other appropriate payment mechanism as determined by the City.

§1.03 Lease Term.

The term of this lease will be five years from from date of execution with the termination date being February 28, 2031 ("Termination Date").

§1.04 Maintenance of Grounds and Fences.

Lessee shall keep the Premises free from all noxious weeds and other invasive plants.

Lessee shall protect and maintain all fences now on the Premises or that may be erected thereon during the term of the lease and shall keep all fence lines, areas immediately adjacent to rights-of-way, and areas along the borders of fields free and clear of any noxious weeds and other invasive plants.

§1.05 Surrender of Premises.

Lessee agrees to peaceably surrender possession of the Premises at the end of the Lease Term in as good a condition as when possession was granted, acts of God and usual wear and tear excepted. Upon any default of the terms and conditions of this Lease, the City may enter the Premises and prevent Lessee's possession of the property.

§1.06 Right of Ingress and Egress; Right of Access.

Lessee shall have at all times the right of reasonable ingress to and egress from the Premises, subject to acts of God, severe weather conditions, or physical impossibility.

The City and its employees, agents, and invitees shall have access to the Premises at reasonable times to inspect, survey, repair, or perform any other customary work on the Premises. Unless there is an emergency, the City shall provide Lessee with notice at least twenty-four (24) hours prior to entry.

§1.07 Repairs, Modifications, or Improvements.

The City shall not be liable for any damage to or defects in the Premises or any crops grown thereon due to repairs, modifications, or improvements that may be undertaken on the Premises.

In no event shall Lessee be allowed or permitted to make any repairs, modifications, or improvements to the Premises without the prior written approval and consent of the City.

§1.08 Liens on Premises.

Lessee agrees to promptly pay all sums of money in respect to labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or on behalf of Lessee for use on or about the Premises. Lessee hereby agrees that no liens shall be placed on or attached to the Premises. In the event any such lien shall be so placed on the Premises, Lessee shall take all

steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that Lessee may contest any such lien after first posting a surety bond in favor of the City in an amount sufficient to remove the lien pursuant to Nebraska law.

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LESSEE

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By: 
(Signature)

Tom Ourada, City Administrator
(Typed or Printed Name, Title)

Michael McMillan
(Typed or Printed Name)

10/23/2025
(Date)

10-21-25
(Date)

**17" above back
of curb**

**18" above back
of curb**



10% grade

21" above back of curb

18" above back of curb