

Public Works Committee Meeting
Tuesday, January 20, 2026 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 purchase of a 2025 Mack MD6 Dump Truck Stock# N076841

3.B. Horvath III Extension LOI

3.C. Consider amending Waste Connections Agreement adding 2 carts and 3 carts

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.



January 14, 2026

City of Crete
c/o Tom Ourada
P.O. Box 86
Crete, NE 68333

Dear Tom:

Horvath Towers III, LLC (the "Lessee"), hereby tenders the following offer:

1. Extension. The City of Crete (the "Lessor") entered into a Prime Lease, dated May 3, 2014 (the "Lease") for the purpose of leasing land and granting easements for the construction, maintenance and operation of a communications facility located on the premises at 679 County Road 2250, Crete, NE 68333 (collectively, the "Assets"). The Tenant offers to add forty (40) years (eight (8) five (5)- year Extension Terms) to the term of the existing Lease. The Lease's existing ten percent (10%) base rent escalation at the beginning of each renewal term will remain.
2. Definitive Agreement. The transaction will be embodied in a lease amendment containing all of the terms and conditions thereof.
3. Due Diligence. The consummation of the transaction is conditioned upon the Tenant being satisfied with the results of a due diligence review.
4. Binding and Non-binding Provisions. It is understood that Section 1 of this letter represents an expression of our mutual intent to agree only. No party shall in any way be bound until a lease amendment is executed. Notwithstanding the foregoing, the parties agree that none of the provisions of this letter except Section 5 is binding on the parties.
5. Broker Expenses. The parties agree that, except as set forth in a lease amendment, each will be responsible for its own legal, broker's commissions, consulting fees and other expenses.
6. Timing of a Transaction. The Tenant is prepared to move expeditiously and close as soon as all conditions in the definitive agreement are fulfilled.
7. Entire Agreement. This letter contains the entire agreement between the parties with respect to its subject matter and supersedes all negotiations, prior discussions, agreements, arrangements and understandings, written or oral, relating to the subject matter of this letter.
8. Expiration of Offer. If this letter accurately reflects our understanding with respect to the matters covered hereby, please sign, date and return a copy to us. Our fax number is (440) 528-0334, the undersigned's email address is kara@k2towers.com and her phone number is (440) 528-0335. If this letter is not accepted by 8:00 p.m. (Eastern) on February 4, 2026 this proposal will expire.

Very truly yours,
HORVATH TOWERS III, LLC



By: Ryan Lepene
Title: President

ACCEPTED AND AGREED:

By: _____
Title: _____
Date: _____