

Airport Advisory Board Meeting
Thursday, December 18, 2025 8:15 AM
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

- Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.

3.A. November 12th, 2025 Meeting Minutes

3.B. 2026 NAAO Membership Form and Year-end Letter

3.C. Jet A Fuel Prices

3.D. Farm Leases on City property

4. Petitions - Communications - Resident Concerns

- Resident testimony may be limited to 3 minutes per person.
- Please do not repeat testimony that has already be heard.
- 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. Officers' Reports

- Reports may be given by Officers, City Departments, Committees, or Board members concerning the current operations of the Airport.
- 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.A. Airport Manager Report

6. 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.



CRETE AIRPORT ADVISORY BOARD MEETING

November 12th, 2025 at 8:15 AM
Crete City Hall, 243 East 13th Street

MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Greg Hier: Absent
Kirk Keller: Present
James Dux: Absent
Howard Nitzel: Present
Blaine Spanjer: Present
Present: 3. Absent: 2

Also present: City Administrator Tom Ourada, IT Director Mike Kalkwarf, Airport Manager Samantha Haack **and** City Clerk Nancy Tellez,

3. Items of Business

3.A. September 11th, 2025 Minutes

Kirk Keller motioned to approve the September 11th, 2025 minutes and Howard Nitzel seconded the motion.

Howard Nitzel: Aye, Blaine Spanjer: Aye, Kirk Keller: Aye,

3.B. Discussion on beacon grant

City Administrator Tom Ourada stated that the City of Crete applied for a grant to help pay for a new beacon. Ourada explained that Chris Corr recommended they apply for the beacon and not the mounting pole. Ourada and Corr addressed that with the commission and they approved a 90:10 grant for the beacon. Ourada explained that they hadn't received official confirmation, but they did vote on it.

Airport Advisory Board Chair Blaine Spanjer asked if they needed to take action and Ourada explained that they would vote to approve getting the grant. Ourada explained that they approved \$22,500 or 90% whichever it turns out to be. Ourada explained that the installation is part of the grant.

Kirk Keller motioned to approve getting the beacon grant and Howard Nitzel seconded the motion.

Blaine Spanjer: Aye, Howard Nitzel: Aye, Kirk Keller: Aye,

3.C. Discussion on box hangar grant

City Administrator Tom Ourada explained that there has been discussion with the commission and the NDA in the last few weeks. The discussion included when to start doing things such as the bid letting. The government shut down has changed some things and there will be some decisions to make sometime in December or January. We have 90 days to take a bid or not take a bid and the longer it takes, the more dynamic the bid is on the high end. They are looking at doing a 45-day award.

Ourada stated that everything is on track for the 2026 design.

3.D. Discussion on box hangar heat loan

Airport Advisory Board Chair Blaine Spanjer stated that this is still in process with the state. City Administrator Tom Ourada stated that Chris Corr pointed out that the Crete Municipal Airport is the only airport that is not getting heat. Ourada explained that they are looking at a possible \$50,000 loan that would be paid over 10 years at \$5,000 a year. Ourada stated that this would be predicated on heat costing \$50,000. The heat loan would be in the amount up to \$50,000. Ourada stated that once they get the loan documents, he will get them to the Airport Advisory Board.

3.E. Discussion on Fuel System operations

City Administrator Tom Ourada stated that they lowered the fuel prices and right now they are making about \$0.83 a gallon until the advisory board looks at what they would like going forward. Ourada mentioned that Pat Reed would like to give the managers \$1 a gallon to do full service. Reed had mentioned the airport getting a truck to do the full service. Ourada explained that leasing a truck would cost \$3,000 a month and that doesn't seem sustainable and buying one would be worse. Ourada mentioned that moving forward the Advisory Board would have to think about if they want a truck and this would not be affordable.

Airport Advisory Chair Blaine Spanjer stated that if there was enough demand to make a \$3,000 lease payment that would be one thing but there isn't a big demand and it doesn't make sense. Ourada also asked if the Advisory Board wants to do branded fuel. The Advisory Board agreed that it would be appealing to have advertising.

Airport Manager Samantha Haack provided the members with a fuel pricing sheet. Haack stated that this is a current sheet with delivery and no taxes.

Haack explained that the fuel they got in was 100LL and it cost them \$4.13 a gallon delivered

with taxes. Haack stated that they are currently charging \$4.99 a gallon. Haack explained that AVFuel is who they got the fuel from and who they currently have the card and they can do a branded contract which is 5 years or it doesn't have to be branded. Some of the positives of doing a branded contract would be that the fuel surplus goes in a tank. Phillips 66 is also branded and they don't do uncontracted and theirs has a minimum. Jetted USA is usually pretty cheap on jet fuel. The Advisory Board discussed the different options and decided that the best option is to go with a branded contract with AVFuel with the shortest contract term available.

Howard Nitzel motioned to go with a branded contract with AVFuel with the shortest contract term and Kirk Keller seconded the motion.

Blaine Spanjer: Aye, Howard Nitzel: Aye, Kirk Keller: Aye,

3.F. Discussion on demolition of A row hangars

City Administrator Tom Ourada stated that tenants have been notified that A row hangars will be demolished.

Airport Manager Samantha Haack stated that all of the tenants that have a plane have been moved except one. And that tenant will be moved by the end of the month.

Airport Advisory Board Chair Blaine Spanjer stated that any of the money that is collected from the sale can be directly used for the box hangar.

Discussion was held to set a date to advertise for bids for the removal of A row hangars.

Howard Nitzel motioned to advertise the removal of A row hangars concrete up and Howard Nitzel seconded the motion.

Blaine Spanjer: Aye, Howard Nitzel: Aye, Kirk Keller: Aye,

4. Petitions - Communications - Resident Concerns

5. Officers' Reports

City Administrator Tom Ourada stated that they will discuss the farm bids at next month's meeting.

5.A. Airport Manager Report

6. Adjournment

The meeting adjourned at 9:07 a.m.

Nebraska Association of Airport Officials

Airport Sponsors, Consultants, and Users:

Once again, it's that time of year when we give some thought to the successes and changes, we have seen over the last year and give some thought to plans for the future.

If you will remember from last year's letter, in 2024 the Nebraska Aeronautics Commission allocated over \$4.6M in state funds for 37 different projects at 33 different airports across the state. While a number of these were funded as state aid projects with 90% funding, 27 projects received 2% funds to assist with their Sponsor share, supporting over \$76M in federal investment in our state's airports. This is a significant change from what we have seen as little as 10 years ago, when state allocations totaled less than \$200,000. While we are still waiting for the individual airport totals for 2025 to be confirmed, with this year's letter we know that the total funds available to the commission were \$3.7M. Not as much as last year but with revenues from aviation sales taxes being variable, once again funding far exceeded the totals we have seen in the past number of years. We will continue to watch both sales tax and fuel tax revenues available to the Commission and hope to be able to identify funding trends with more data in the coming years.

Most importantly, we know that without many of you and our lobbyist Mueller-Robak, we would not be where we are had you not been diligent in contacting your senators or taken the time to testify in support of NAAO's efforts. To this we continue to applaud and thank you.

Looking to the Division and the Goals set by the Director Borrell, we can't help but think that we are continuing to move in the right direction within this organization. After the building of the prioritization model and seeing it in action last October, the Division reconvened the development team. They reviewed the system, considered last year's results and sought input from the airports and consultants. At the end of that review process, the Division adjusted the matrix to better suit our state system's needs. Using the adjusted system this October showed the possible need for a few more small tweaks, but overall, the matrix is working well and providing us with a repeatable, defensible model to work with.

While the Division continues to be busy with record numbers of grants, they are also continuing to look to the future and thinking about other areas they can be helpful to our airports. You can be sure that as the Division moves forward, NAAO, with your input, will continue to help them in any way possible to identify areas of need and help them define solutions.

As we look to this coming year, we would like to remind you to be active in engaging your local administrations, leaders, senators and communities. While NAAO continues to be able to speak on Nebraska Airport's behalf in Lincoln and throughout the state the real engagement is you at home pushing the benefits and progress that your airports have at the local level.

In closing, as always, enclosed is our membership form. We thank all of our past members for their support and would like to encourage new members to join us. We represent all airports in Nebraska, but can only do so with your backing. Thank you for a great year of success.

Nathan Masten, KLXN, President

Sandi Decker, KFBY, Vice-President

Dorothy Andersen, KHDE, Secretary

Justin Gosnell, KLBF, Member at Large

Jon Large, Olsson, Immediate Past President

2026 Membership N.A.A.O. Dues Statement

Executive Membership*:

General Aviation Airports
14 or less based aircraft

First Member \$150
Each Additional Member \$ 75

15 or more based aircraft

First Member \$250
Each Additional Member \$125

Commercial Service Airports
Less than 20,000 enplanements

First Member \$300
Each Additional Member \$150

20,000 or more enplanements

First Member \$400
Each Additional Member \$200

***One vote per airport**

Open to all persons involved in the active management, general supervision, administration, or policy oversight (elected or appointed official) of an airport in the State of Nebraska.

Corporate Membership#:

First Member \$400
Each Additional Member \$200

Non-voting

Open to any corporation or commercial enterprise within the State of Nebraska interested in promoting airports.

Associate/Student Membership^:

Associate Member \$100
Student Member \$ 15

^ Non-voting

Open to private individuals and non-commercial organizations within the State of Nebraska. Not open to individuals involved in active airport management, supervision and administration, or City and Airport Authority oversight officials.

Airport or Company: _____

Membership Type: ___ Executive ___ Corporate ___ Associate/Student

Member Name: _____ **Dues: \$** _____

Title: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone: _____

E-Mail: _____

2nd Member Name: _____ **Dues: \$** _____

Title: _____

Total Dues: \$ _____

Please make checks payable to:

Nebraska Association of Airport Officials

Mail checks to:

Nathan Masten
P.O. Box 972
Lexington, NE 68850
Phone: (308) 324-8770

NEBRASKA ASSOCIATION OF AIRPORT OFFICIALS

2026 MEMBERSHIP GUIDE



STRONGER
AIRPORTS.
STRONGER
NEBRASKA

NAAO's 15-Year Track of Growing Nebraska Aviation

- **2011-13** Extended airport zoning to 10 miles
- **2016-17** Launched major funding studies
- **2017** Created LR213 funding study
- **2017-19** Brought senators to local airports
- **2018-22** Stopped bad bills, protected Civil Air Patrol funding
- **2023** Delivered LB727 & LB453
- **2024** Built new grant prioritization system
- **2024** Kept airports off property-tax hit list

RECENT WINS

1. Aircraft Sales/Use Tax Redirect

→ \$200K a decade ago to \$4.6 million annually + unlocked \$76 million in federal grants

2. Freed Up Admin Costs → \$1.2 million+ now goes straight to airport projects

3. Fair Project Prioritization System

→ NAAO members worked side-by-side with NDOT on 37 projects funded in 2024 alone

WHERE DO YOUR DUES GO?

100% of membership dues fund professional lobbying through our long-time partner Mueller-Robak — turning your testimony, calls, and data into real legislative wins.

Currently, 36 of 78 Nebraska public-use airports are members. Imagine what we can do with all 78!



SINCE 2011, NAAO MEMBERS HAVE:

- Testified dozens of times
- Met personally with Governors, Senators & NDOT leaders
- Written briefing papers & built coalitions
- Protected airport zoning from wind farms
- Stopped harmful bills (ATC privatization, fee restrictions, property-tax threats)
- Fought every year for more aviation funding

Thank you, NAAO Members!

These wins happened because YOU:

- Paid dues that fund professional advocacy
- Showed up to testify
- Called and emailed your senators
- Hosted legislators at your airports
- Shared the stories and numbers that changed minds

2026 – Let's Keep the Momentum Flying!

**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**

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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.
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§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.

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§1.08 Liens on Premises.

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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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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: 
(Signature of Authorized Official)

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)