

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, certain property of the County needs to be cleared of growing crops in order for the property to be prepared for the construction of public buildings, and said crops have value if they are able to be harvested or otherwise salvaged before construction activities begin.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman of this Board together with the County Clerk be and hereby are authorized to execute on behalf of this Board the agreement for the harvesting of crops from a particular parcel as described therein; a copy of which is attached hereto. the same being approved by the Board.

DATED this 6th day of October, 2009.

Moved by Pat Thomas, seconded by Rusty Heiko, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

None

Joni Jones

[Signature]

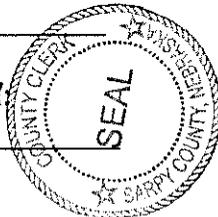
[Signature]

[Signature]

ABSTAIN:

None

Approved as to form
[Signature]
County Clerk



[Signature]
Deputy County Attorney

CONTRACT

This Agreement is by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, (hereinafter "County,") and ___Harry Rudolph_____, (hereinafter "Contractor.")

WHEREAS, County owns certain property located south of Platteview Road and immediately east of 84th Street in Sarpy County, Nebraska, legally described as follows:

The Southwest Quarter of the Southwest Quarter of Section 14, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska described as follows: Beginning at a point 33.00 feet northerly and 33.00 feet easterly of the southwest corner of the Southwest Quarter of said Section 14; thence North 00°22'07" East (assumed bearing) along a line 33.00 feet east of and parallel with the west line of the Southwest Quarter of the Southwest Quarter a distance of 879.20 feet; thence north 15°54'19" east along the east right-of-way line of 84th Street a distance of 54.55 feet; thence north 01°09'48" east a distance of 172.38 feet; thence north 00°22'07" east a distance of 49.59 feet; thence north 69°50'07" east a distance of 20.22 feet; thence south 89°38'07" east along the south right-of-way line of Platteview Avenue a distance of 231.18 feet; thence north 82°51'56" east a distance of 306.28 feet; thence south 86°47'17" east a distance of 303.38 feet; thence north 84°40'53" east a distance of 100.00 feet; thence north 81°17'17" east a distance of 193.61 feet; thence north 87°19'10" east a distance of 137.40 feet; thence south 00°14'51" west along the east line of the Southwest Quarter of the Southwest Quarter a distance of 1225.30 feet; thence north 89°59'35" west along a line 33.00 feet north of and parallel with the south line of the Southwest Quarter of the Southwest Quarter a distance of 1304.28 feet to the point of beginning; (hereinafter "The Property"); and,

WHEREAS, a portion of The Property is being used for improvements to County roads and a portion for the construction of a Law Enforcement Center; and,

WHEREAS, said The Property currently has crops ready for harvest that were planted by the tenant of the previous owner for which full compensation was duly paid; and,

WHEREAS, County desires to remove said crops so as not to interfere with development of the subject property, and Contractor desires to remove and salvage said crops.

WHEREAS, NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES as follows:

I. DUTIES OF CONTRACTOR:

- A. Contractor shall harvest, salvage and otherwise remove all crops from The Property, using generally acceptable and appropriate agricultural methods. Said work shall be completed before October 20, 2009, and Contractor shall have vacated the property by such time.
- B. In recognition of the potential value of any salvage or crops removed, and in consideration of the County's performance under this Agreement, Contractor shall pay to County the sum of \$13,647.
- C. Contractor shall keep property free from trash and debris, Contractor's activities shall be consistent with appropriate soil conservation methods, and Contractor shall not maintain a nuisance on said property.
- D. Contractor shall be entitled to such crops or profits that Contractor may inure from Contractor's use of the described property, subject to the limitations stated herein.
- E. Contractor shall not hinder County's access to any portion of said property, and shall vacate or cease activity on any portion thereof as may be designated by the County from time to time. Contractor hereby states and affirms that he hereby waives any remedy or compensation for losses he may suffer for said requests, including destruction of crops or loss of profits; and Contractor accepts any such risk of loss.
- F. Contractor promises that it shall save and hold County, its elected and appointed officials, officers, employees and agents, harmless from any and all claims, costs, loss or liability, of whatever type and kind, which may arise or allegedly arise from the activities of Contractor.

II. DUTIES OF COUNTY:

- I. County shall allow Contractor reasonable access to the property at points designated by County from the time of the execution of this agreement
- II. County shall not be liable for any compensation or consideration for Contractor's efforts, Contractor being limited to such crops or profits he may receive from activities on said property that fulfill Contractor's duties herein and compatible with the restrictions of this agreement.

III. COMPLIANCE WITH LAWS:

- A. Pursuant to Neb. Rev. Stat. §13-804(5)(Reissue 2007), the Parties hereto acknowledge, stipulate, and agree that this Contract shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- B. Contractor warrants that it has neither employed nor retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County shall have the right to annul this Contract without liability, or in its discretion, to recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee from Contractor.
- C. The Parties hereto promise and agree to comply with all Federal and State laws and County ordinances, and such rules and other regulations which may apply to this Contract, including but not limited to those set forth herein.
- D. Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 2007), the Parties hereto declare and affirm that no officer, member, or employee of County, and no member of its governing body and no other public official of County who exercises any functions or responsibilities in the review or approval of the undertaking

described in this Contract, or the performing of either Parties' obligations pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of County, nor any member of its governing body have any interest, direct or indirect, in this Contract or the proceeds thereof.

IV. **MISCELLANEOUS PROVISIONS:**

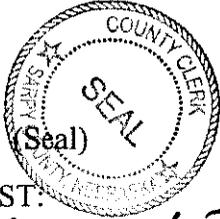
- A. It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the contract did not contain the particular part, term, condition or provisions held to be invalid.
- B. This Contract contains the entire Contract between the Parties, and there are no other written or oral promises, contracts or warrants which may affect it, except as contained herein. This Contract cannot be amended except by written Contract of both parties. Notice to the parties shall be given in writing to the agents for each party named below:

County: Ms. Deb Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Contractor: Harry Rudolph
15719 S. 99th Street
Papillion, NE 68046

- C. Should Contractor breach, violate or abrogate any term, condition, clause, or provision of this Contract, County may, at its discretion, terminate this Contract forthwith, upon written notice to Contractor. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IN WITNESS WHEREOF, we, the contracting parties, by our respective
and duly authorized agents, hereto affix our signatures and seals in duplicate
this 6th day of October, 2009.



ATTEST:

Fred J. Cho, Deputy
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.

By *Rich Jensen*
Vice-Chairman, Sarpy County Board
of Commissioners

Approved as to form:

[Signature]
County Attorney

By *[Signature]*
(Title) _____

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155
www.sarpy.com

ADMINISTRATOR
Mark Wayne

DEPUTY ADMINISTRATOR
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.
Brian Hanson



COMMISSIONERS

Rusty Hike
District 1
Joni Jones
District 2
Tom Richards
District 3
Pat Thomas
District 4
Rich Jansen
District 5

MEMO

To: Sarpy County Board

From: Brian Hanson

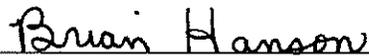
Re: Harvest of Corn Crop

On October 6, 2009 the County Board will be asked to approve the attached Resolution and Contract for the harvest of the corn crop at the new Law Enforcement Center (LEC) site. The bids for the LEC will be awarded on October 20 and the corn needs to be harvested within that time frame. Five individuals were contacted about harvesting the corn:

Harvey Rudolph	\$13,647
Ron Hansen	\$12,000
John Krebs	\$5,000
Steve Roth	No bid (no time - needs to get own crop out)
John Schram	No response

I recommend the bid of Harry Rudolph be accepted.

October 5, 2009



Brian E. Hanson

BEH/dp

cc: Mark Wayne
Scott Bovick
Deb Houghtaling
Mike Smith