

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

2010-014

RESOLUTION APPROVING CHAIRMAN TO SIGN LEASE  
EXTENSION AGREEMENT FOR VEHICLE

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, the Sarpy County Sheriff's Department requires vehicles to be used in undercover operations; and,

WHEREAS, leasing the vehicles provide the Sarpy County Sheriff's Department the flexibility to change vehicles if needed; and,

WHEREAS, the Sarpy County Board approved a vehicle lease by Resolution No. 2008-012; and,

WHEREAS, the Sarpy County Sheriff's Department would like to extend the lease agreement and such lease extension is in the best interests of the citizens of Sarpy County; and

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that the Lease End Extension Agreement is hereby approved and the Chairman of such Board is hereby authorized to sign the same.

DATED this 12<sup>th</sup> day of January, 2010.

Moved by Rich Jensen, seconded by Rusty Hike, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Rusty Hike

none

none

Rich Jensen

Jonny Jones

ABSTAIN:

Tom Rickard

none

Patrick J. Thomas



Debra Noughtaling  
County Clerk

Approved as to form

[Signature]  
Deputy County Attorney



## OFFICE OF THE SHERIFF

SARPY COUNTY, NEBRASKA  
SHERIFF JEFFREY L. DAVIS

1208 Golden Gate Drive, Papillion, Nebraska 68046-2800  
Phone 402-593-2288 Fax 402-593-4323



January 8, 2010

Sarpy County Board of Commissioners:

I would like to request for a two month lease extension on the Investigations Division under cover narcotics vehicle. The original lease agreement was with Woodhouse Ford for a two year period and expired on December 27, 2009.

If the lease extension is approved we will be eligible to receive a lease to lease rebate from Woodhouse Ford that no other Ford dealership would be able to extend to us. This would save us approximately \$200 a month on a new vehicle lease agreement in the future with Woodhouse Ford when comparing lease pricing with comparable vehicles from other Ford dealerships. Thank you for your consideration in this matter.

Respectfully,

Capt. M. Daganaar/941  
Sarpy County Sheriff's Department



Red Carpet Lease  
Lease End Extension Agreement

Account No. 43407260  
Today's Date December 24, 2009

Lessee Name: SARPY COUNTY SHERIFF DEPT  
Address: 1208 GOLDEN GATE DR  
PAPILLION NE 68046

Co-Lessee Name:  
Address:

For valuable consideration, Lessee, and Ford Credit agree that the term of the described Vehicle Lease (Lease) with respect to the vehicle described below may be extended from the Previous Termination Date to the New Termination Date (see below) on the terms and conditions hereafter contained.

Vehicle Description

Year: [redacted] Make: [redacted] Model: [redacted] Vehicle Identification Number: [redacted]

Lease Dates

Previous Termination Date: 12/27/09 No. of Months Extended: 2 New Termination Date: 2/27/10

Extended Monthly Payments Due - Beginning: 12/27/09 Continue Automatic Payments?  Yes  No  Not Applicable

Base Monthly Payment \$343.42  
(excluding monthly sales/use tax)

Excess Mileage Charge:

Other: \$0.00

At the end of this extended lease term, unless You purchase the Vehicle, You must pay to the Lessor \$0.15 per mile shown on the odometer in excess of: (a) 30,024 miles plus (b) 1,250 miles for each month the Vehicle is driven beyond the Previous Termination Date.

Monthly Sales/Use Tax 0.00 % \$0.00

Total Monthly Payment \$343.42

Prepaid Mileage Credit - Cents Per Mile

Tax Due with First Extension Payment\* \$0.00

When your lease is terminated you may receive a credit of \$N/A per unused mile for the number of unused miles between N/A miles and N/A miles, less any amounts you owe under this lease.

Total Due with First Extension Payment \$343.42

Extended Purchase Option Price \$13,825.88  
(at new Termination Date only)

Extra Mileage Option Banding - Mileage Bands

Extended Lease End Residual Value \$13,825.88

At the scheduled end of this Lease, you may receive a credit of \$0.00 for each completely unused Mileage Band between N/A and N/A miles, less any amounts you owe under this lease. You will receive a pro rata credit for any partially used Mileage Band.

\* If extension processed for more than one month, these states require that all tax for the entire term of the extension, be paid with the first extension payment: Iowa, Maine, New Jersey, New York. Also, Ohio for lease contracts dated February 1, 2002 and after, Minnesota lease contracts dated October 1, 2005 and after.

Life and Disability Insurance or Extended Warranty Expiration - Lessee acknowledges that the extension of this Lease does not include extension of any life and disability insurance coverage or extended warranty that may have been included during the original term of the Lease.

Ford Credit has assigned to GM Exchange, LLC (acting solely as Ford Credit's qualified intermediary) Ford Credit's rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

Lessee agrees to pay the Monthly Rental and Monthly Tax (during the extended term) up to the New Termination Date beginning on the date specified above and the other charges as indicated above. EXCEPT as modified above, the Lease continues in full force and effect.

The Lessee is responsible for payment of any additional Vehicle Registration Fees being required after the Originally Scheduled Termination Date in order to operate this vehicle until the New Termination Date.

Lessee: SARPY COUNTY SHERIFF DEPT

Co-Lessee:

Lessee Signs: Joni Jones Date 1/12/2010  
Joni Jones, Sarpy County Board Chairman

Co-Lessee Signs: \_\_\_\_\_ Date: \_\_\_\_\_

Ford Credit By: \_\_\_\_\_

Consent of Guarantor: The undersigned Guarantor consents to the above and foregoing extension and agrees that the same does not release, impair or limit his/her liability as guarantor of the Lease.

Guarantor Signs: \_\_\_\_\_ Date: \_\_\_\_\_