

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN LEASE OF OFFICE SPACE
FOR THE SARPY COUNTY ELECTION COMMISSIONER

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, pursuant to Neb. Rev. Stat. §32-216 (Reissue 2008) it is the County's obligations to provide a suitable office for the Sarpy County Election Commissioner; and,

WHEREAS, a lease has been proposed to provide said office space to the Sarpy County Election Commissioner.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chair of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board a Business Property Lease for certain office space for the use of the Sarpy County Election Commissioner, a copy of which is attached hereto.

DATED this 19th day of October, 2010.

Moved by Tom Richards seconded by Rusty Hike, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]
[Signature]
[Signature]

[Signature] Rich Jansen

ABSTAIN:

none

[Signature]
County Clerk



Approved as to form:

[Signature]
Deputy County Attorney

BUSINESS PROPERTY LEASE

THIS LEASE is entered into this 19th day of October 2010 between Plaza 370 Partners, L.L.C., Landlord, and the County of Sarpy, Nebraska, Tenant.

PREMISES

1. Landlord leases to Tenant 501 Olson Drive, Suites 5, 6, and 7 of Plaza 370, Papillion, Sarpy County, Nebraska, (the "Premises"), containing approximately 4800 square feet of area, on the following terms and conditions.

TERM

2. This Lease shall be for the term beginning on the 1st day of March 2011, and ending on the 29th day of February 2016, unless terminated earlier as provided in this Lease.

If for any reason the Premises are delivered to Tenant on any date before the term commencement date, rental for the period between the date of possession and the term commencement date shall be adjusted on a pro rata basis. Such earlier or later taking of possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage. In for any reason the Premises are delivered to Tenant on a date after the commencement date, Tenant shall not rent for the months not in possession. Under no circumstances shall such rent abatement extend more than three months.

Tenant is granted one (1) option for an additional period of five (5) years from the expiration of the original term. Provided however that tenant gives written notice at least 6 months prior to the termination of the expiration of original term. Tenant may not be in default beyond the applicable cure period at the time of notice.

USES OF PREMISES

3. The Premises are leased to Tenant, and are to be used by Tenant, for the purposes of the Sarpy County and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, to keep the Premises in a clean and sanitary condition, to keep the Premises and approaches thereto in a safe condition and snow and all other matter which may be dangerous to the public and free of all obstructions, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

RENT

4. (a) Base Rent. The total Base Rent under this Lease is Two Hundred Thirty Six Thousand Four Hundred Dollars (\$236,400.00). Tenant agrees to pay rent to Landlord at 501 Olson Drive, Suite 210, Papillion, Nebraska 68046, or any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first business day of each month, as follows:

For the period from March 1, 2011 to February 29, 2012	\$3,780.00	per month
For the period from March 1, 2012 to February 28, 2013	\$3,860.00	per month
For the period from March 1, 2013 to February 28, 2013	\$3,940.00	per month
For the period from March 1, 2014 to February 28, 2015	\$4,020.00	per month
For the period from March 1, 2015 to February 29, 2016	\$4,100.00	per month

Base Rent for the option period contained in Paragraph 2 shall be 90% of the then prevailing rate for comparable commercial office space in or around Papillion, Sarpy County, Nebraska.

(b) Payment of Rent. Tenant agrees to pay the Base Rent as and when due, together with all adjustments all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(c) Late Charge. If the Tenant fails to pay the Base Rent together with the all other amounts required to be paid by Tenant under this Lease, on or before the tenth day after such payments are due, Tenant agrees to pay Landlord a late charge of \$50.00 per day for each day the Base Rent is late and unpaid after such tenth day.

(d) Security Deposit. As partial consideration for the execution of this Lease, the Tenant has delivered to Landlord the sum of \$0 as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

SERVICES AND LANDLORD IMPROVEMENTS

5. Landlord shall furnish the normal upkeep and repair of common areas, including lawn care and snow removal (including sidewalks and the front of the premises) to the Premises during normal business hours, and at such other times as Landlord may deem necessary or desirable, in the manner customary to the Real Estate. Tenant is allowed to use any of the parking stalls adjacent/contiguous to the premises (125 stalls), including any new stalls constructed by Landlord at a later date. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid by Tenant. Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish or delay in furnishing, needful repairs, renewals, or improvements, or by any strike or labor controversy, if such is occasioned in whole or in part by any accident or casualty whatsoever, or by any unauthorized act or default of any employee of Landlord, or for any other cause or causes beyond the control of Landlord. Tenant shall pay when due, all water, gas, electricity, sewer use fees, incurred at or chargeable to the Premises. In addition to Base Rent, Tenant shall pay common area operating and maintenance costs in monthly installments on the first day of each calendar month in advance, in the following amounts:

For the period from March 1, 2011 to February 29, 2012	\$900.00	per month
For the period from March 1, 2012 to February 28, 2013	\$920.00	per month
For the period from March 1, 2013 to February 28, 2014	\$940.00	per month
For the period from March 1, 2014 to February 28, 2015	\$960.00	per month
For the period from March 1, 2015 to February 29, 2016	\$980.00	per month

Monthly common area maintenance charges for each year of the option period contained in Paragraph 2 shall be 24% of the rent monthly rent payable for said years.

Landlord shall build out the Premises as depicted in attached Exhibit "A." Tenant's allocated cost for the build out is Twenty-Thousand Dollars (\$20,000). Payment of the allocated cost for the build out shall be due and owing upon occupancy or the first day of the term of this Agreement, whichever is earlier. Landlord shall be responsible for all costs associated with the build out in excess of Tenant's allocated cost.

ASSIGNMENT OR SUBLEASE

6. Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises or any part thereof, without the prior written consent of Landlord, such consent not to be unreasonably withheld. Landlord may consider the following in determining whether to withhold consent. (a) financial responsibility of the new tenant. (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises.

Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder.

TENANTS IMPROVEMENTS

7. Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work, such

consent not to be unreasonably withheld. As a condition of Landlord's consent, Landlord may require lien waivers from all suppliers and material men prior to the commencement of any work. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, reasonable wear and tear excepted, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

Any pole sign or marquee signs shall be the Landlord's sole property at the conclusion of this Lease. During the lease term, the tenant shall pay permit fees and maintenance cost of the sign, or reimburse the Landlord if any are incurred by the Landlord. Landlord may at its discretion, add a separate marquee to the pole sign for the benefit of the other tenants. Landlord shall be responsible for the upkeep and repair of the separate marquees.

REPAIRS

8. Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the Premises. Landlord shall: a) repair the roof where there has been shown a breach in its liner; b) repair/replace concrete to correct slope; c) repair the west elevation siding; and d) repair/replace south elevation window header. All such specified items to be completed by March 1, 2011.

Landlord represents and warrants that the existing HVAC system servicing the Premises is in good working order, and Landlord (at Landlord's expense) shall be responsible for any repairs, maintenance or replacement thereto that is necessary during the first year of the Lease term. In the event that Tenant is required to make or pay for any repairs or maintenance of a capital nature, Tenant shall only be responsible for paying that portion of the costs for such repair or maintenance which is attributable to the portion of the useful life of such repair or maintenance which falls within the then remaining term of the Lease. Repairs or maintenance of a capital nature shall be only repairs or maintenance which exceeds Two Thousand (\$2,000.00) Dollars per unit and is otherwise considered capital in nature. Notwithstanding the foregoing provisions, Landlord agrees to pay the entire cost to replace the existing two (2) Rheem/Ruud HVAC units should such units fail. Any HVAC replacement unit shall then be subject to the capital repair provisions contained in this paragraph. This paragraph shall not apply to maintenance and repair arising out of Tenant's negligent use of HVAC system.

Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, interior plumbing (starting at the meter or entry into the premises and located inside the premises), and interior electrical systems (i.e. starting at the meter and located inside the leased premises) servicing the Premises. In the event Tenant fails to make the necessary repairs or replacements as herein described after Landlord has provided ten (10) days written notice to Tenant to complete the same, Landlord may elect to make such repairs and/or replacements and the cost of such repairs/replacements shall be treated as additional rent and shall be paid by Tenant to Landlord. Tenant agrees to do all redecorating, remodeling, alteration, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons to permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate. Any amounts to be paid to Landlord under this paragraph shall be paid within ten (10) days of presentment to Tenant by Landlord. Interest shall accrue after the ten (10) days at 18% per annum.

CONDITION OF PREMISES

9. Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the premises or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the

Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted.

PERSONAL PROPERTY AT RISK OF TENANT

10. All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by steam, electricity, sewage, gas or odors, or from water, rain or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

LANDLORD'S RESERVED RIGHTS

11. Without notice to Tenant, without liability to Tenant for damage or injury to property, person or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.
- (b) Install and maintain signs on the Real Estate.
- (c) Have access to all mail chutes according to the rules of the United States Post Office Department.
- (d) At reasonable times, to decorate, and to make, at its own expense repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent building, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.
- (e) Possess passkeys to the Premises.
- (f) Show the Premises to prospective tenant at reasonable times, provided however that Landlord gives Tenant 24 hours prior notice.
- (g) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate. Except in emergencies, Landlord shall only make repairs at reasonable times and will give Tenant reasonable notice.
- (h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.

INSURANCE

12. Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of tenant's business option, to charge Tenant for extra insurance premiums required on the Real Estate on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies. Provided, that this waiver shall apply only when permitted by the applicable policy of insurance.

INDEMNITY

13. Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b)

a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence of Landlord, its employees or agents.

LIABILITY INSURANCE

14. Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of insurance in a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such comprehensive insurance shall protect and name the Tenant as the Insured and shall provide coverage of at least \$500,000.00 for injuries to any one person, \$1,000,000.00 for injuries to persons in any one accident and \$ 1,000,000.00 for damage to property, made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of an connected with the use and occupancy of sidewalks and other Common areas by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

DAMAGE BY FIRE OR OTHER CASUALTY

15. If during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises untenantable, the rent shall be abated while the Premises remain untenantable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.

CONDEMNATION

16. If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking; or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

DEFAULT OR BREACH

17. Each of the following events shall constitute a default or a breach of this Lease by Tenant.

- (a) If Tenant fails to pay Landlord any rent or other payments within ten (10) days of the date when due hereunder;
- (b) If Tenant vacates or abandons the Premises;
- (c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;

(d) If involuntary proceedings under any bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntary takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;

(e) If Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

EFFECT OF DEFAULT

18. In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

(a) Landlord may re-enter the Premises immediately and remove the property and personal of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term, as though the Lease had not been terminated, and the reasonable rental value of the Premises, which sum shall be immediately due Landlord from Tenant.

(c) Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

SURRENDER-HOLDING OVER

19. Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be two times the monthly rent specified in the lease immediately before termination.

SUBORDINATION AND ATTORNMENT

20. Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instructions that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrances as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

NOTICES

21. Any notice to given hereunder shall be given in writing and sent by registered or certified mail to Landlord at 501 Olson Drive, Suite 210, Papillion, Nebraska 68046 and to Tenant at the premises with attention to the Sarpy County Election Commissioner or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

RULES AND REGULATIONS

22. Tenant and Tenant's agents, employees and invitees shall fully comply with all reasonable rules and regulations of the Real Estate, as amended from time to time, which are made a part of this Lease as if fully set forth herein. Landlord shall have the right to amend such rules and regulations as Landlord deems necessary or desirable for the safety, care, cleanliness, or proper operation of the Premises and the Real Estate.

MISCELLANEOUS

23. (a) Binding on Assigns. All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

(b) Amendment in Writing. This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) Waiver - None. The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provision of this Lease.

(d) No Surrender. No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) Captions. The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) Brokers. Tenant hereby warrants that no real estate broker has or will represent it in this transaction and that no finder's fees have been earned by a third party.

(g) Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease of Tenant to Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease day and year first above written.

Plaza 370 Partners, L.L.C.,
Landlord

By: Donald J. Bellino
Donald J. Bellino, Member

By: Valerie Bellino
Valerie Bellino, Member

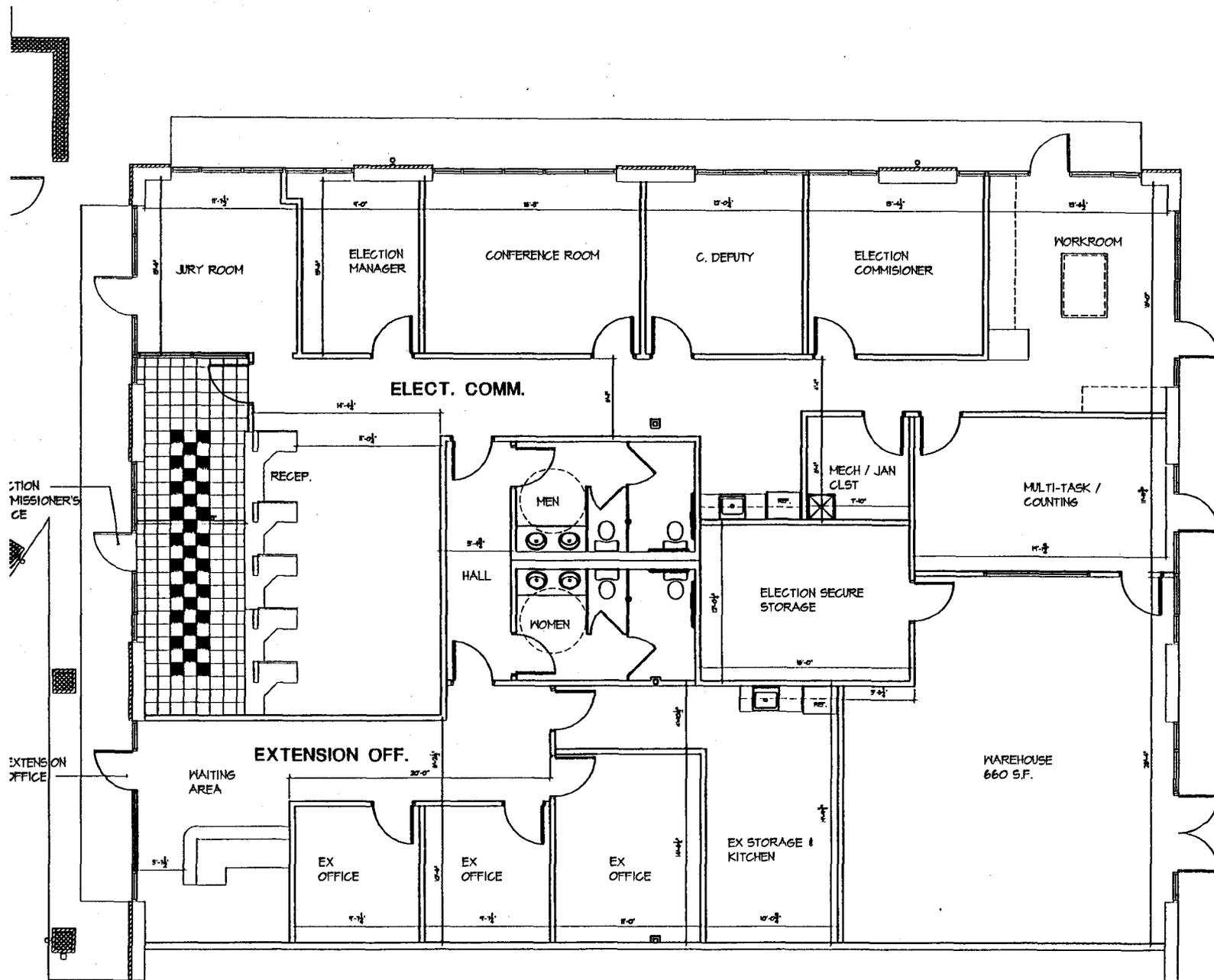
Sarpy County, Nebraska 10/19/2010
By: Jonim Alsuod
Chairman

Approved as to form:

Michael J. [Signature]
County Attorney

EXHIBIT "A"
LANDLORD'S IMPROVEMENT ALLOWANCE

Landlord to build out premises in accordance with attached plans. Specific allowances for items in the plans will be mutually agreed to the parties at a later date. Tenant has prepaid \$20,000 for the build out under a separate option agreement. Landlord to do build out to plan and supply all plumbing fixtures, electrical, paint, install new drop ceiling, VOIP boxes, and all other material and labor to needed to complete. Specific allowances: \$12.00 per yard for carpet, \$2.50 per foot for tile, \$18.00 per yard installed for vinyl.



1
ALL

FLOOR PLAN OP 1

SCALE: 1/4" = 1'-0"



RULES & REGULATIONS

- A. The entrances, corridors, passages, stairways and elevators shall be under the exclusive control of the Landlord and shall not be obstructed, or used by the Tenant for any other purpose than ingress and egress to and from the Premises; and the Landlord shall have the right to control ingress and egress to and from the Building at all times.
- B. Safes, furniture, boxes or other bulky articles shall be carried by the freight elevator, or by the stairways, or through the windows of the Building, in such a manner and at such hours as may be directed by the Landlord. Safes and other heavy articles shall be placed by the Tenant in such places only as may be first specified in writing by the Landlord.
- C. The Tenant, shall not place nor permit to be placed any signs, advertisements or notices in or upon any part of the Building, and shall not place merchandise or show-cases in front of the Building, without the Landlord's written consent. In which consent will not be reasonably withheld.
- D. The Tenant shall not put up nor operate any engine, boiler, dynamo, or machinery of any kind, nor carry on any mechanical business in said Premises nor place any explosives therein, nor use any kerosene or oils or burning fluids in the Premises without first obtaining the written consent of the Landlord.
- E. If the Tenant desires telegraphic or telephonic connections, the Landlord will direct the electricians as to where and how the wires are to be introduced, and without such written directions no boring or cutting for wires will be permitted.
- F. No person or persons shall be employed by the Tenant for the purpose of cleaning or of taking care of the Premises without the written consent of the Landlord.
- G. The Landlord shall have the right to exclude or eject from the Building, animals of every kind, bicycles, or any other wheeled vehicle, and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgment of the Landlord, an annoyance to the tenants or a detriment to the Building.
- H. No additional locks shall be placed upon any doors of the Premises without first obtaining the written consent of the Landlord and the Tenant will not permit any duplicate keys to be made. If more than two keys for any door are desired, the additional number shall be paid for by the Tenant. Upon termination of this lease the Tenant shall surrender all keys of said Premises and of the Building, and shall give to the Landlord the combination of all locks on any vaults and safes.
- I. The Tenant shall not allow any curtains, filing cases nor other articles to be placed against or near the glass in the partitions between the Premises and the corridors of the Building, without first obtaining the written consent of the Landlord. In which consent will not be reasonably withheld.



Facilities Management

12 October 2010

Plaza 370 Inspection

On October 12, 2010 Facilities Management staff inspected the proposed leased facility referred to as Plaza 370. Facilities Management inspected all interior components, the exterior building perimeter and roof. The following is an overview of our findings:

Exterior Components

- Plaza concrete must be replaced for proper drainage
- West elevation siding needs repair
- South elevation window header is rusting
- Two of the three rooftop HVAC units are beyond their expected useful life
- The ballasted membrane roof is due for replacement

Interior Components

- Owner will remove all interior walls
- Owner will remove all ceiling components and utilities up to the deck
- Owner will not place water heater above the ceiling
- Electrical panels and capacity appear adequate

Based on conversations with the owner's representative, all of the above items will be repaired or addressed as part of the lease agreement.



Facilities Management

12 October 2010

Plaza 370 Inspection



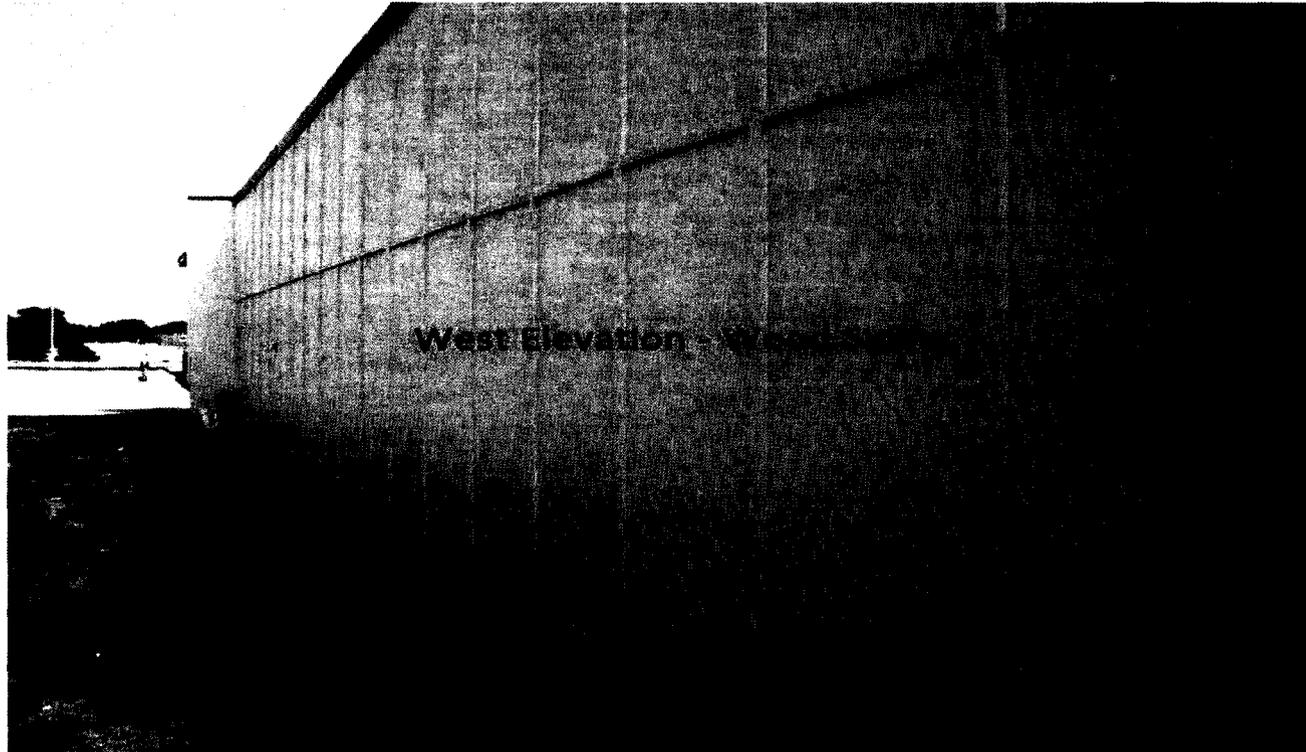
The concrete plaza does not have positive drainage – owner said they will remove and replace concrete accordingly.



Facilities Management

12 October 2010

Plaza 370 Inspection



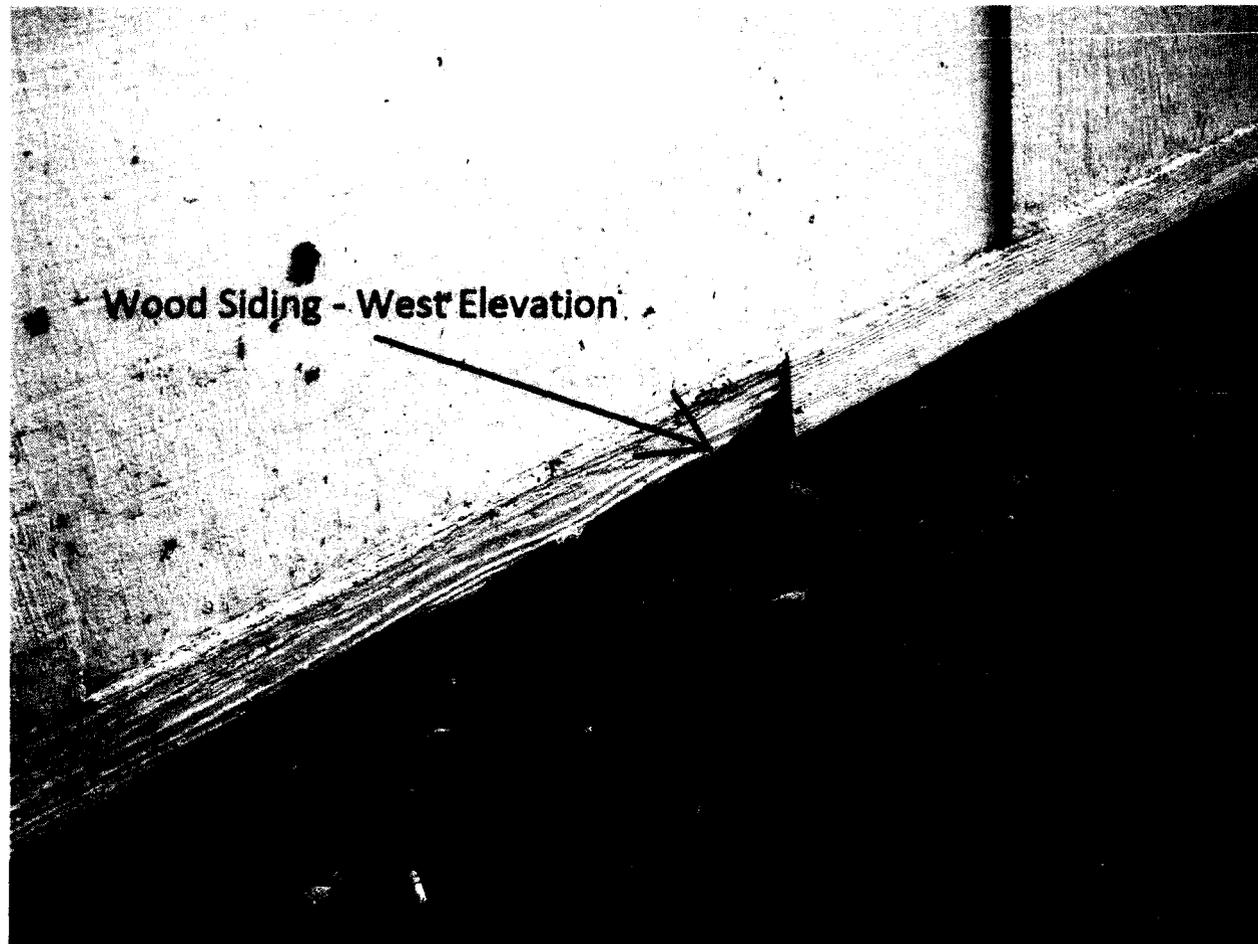
The West elevation is wood siding – the siding is protected by a fresh coat of paint, but there are a few locations where trim pieces should be replaced.



Facilities Management

12 October 2010

Plaza 370 Inspection



Damaged trim pieces should be replaced – Owner agreed to replace



Facilities Management

12 October 2010

Plaza 370 Inspection



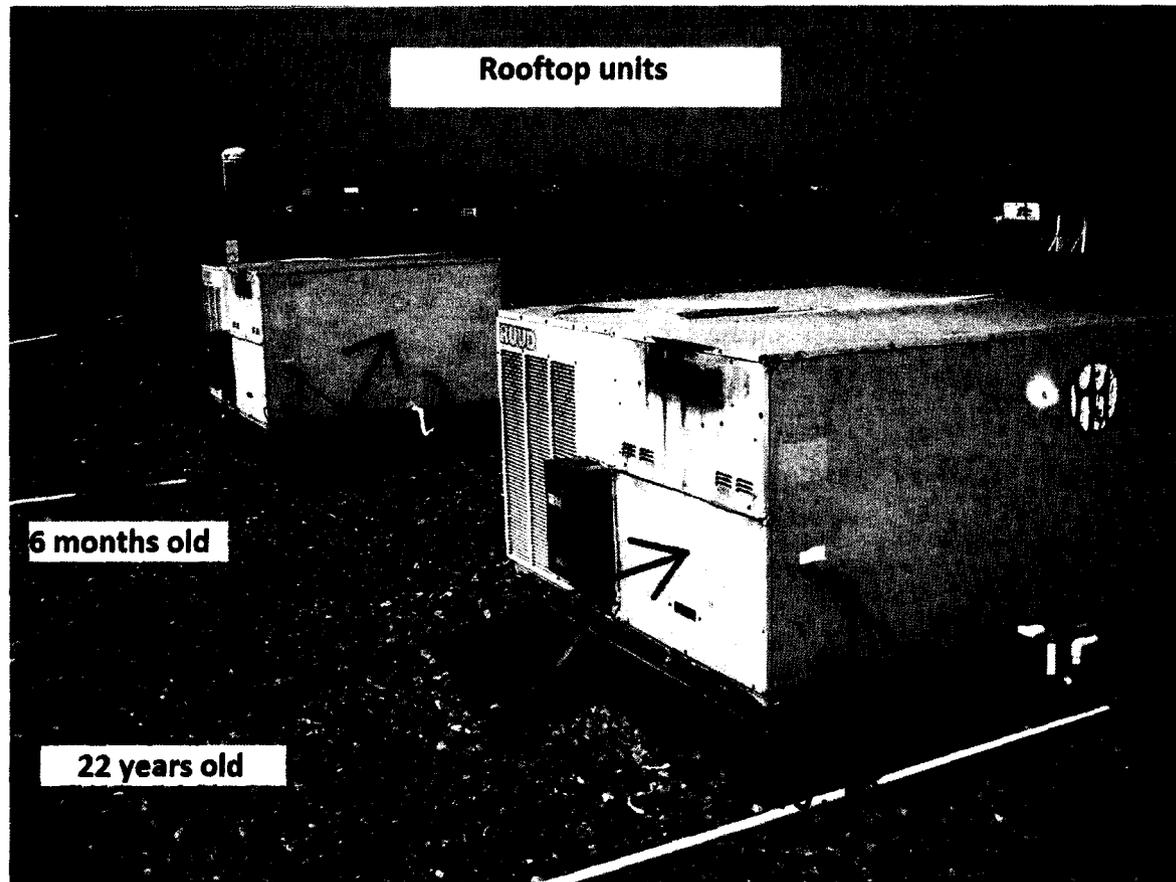
New storefront at south elevation has a rust problem caused by the steel header



Facilities Management

12 October 2010

Plaza 370 Inspection



There are three, 5 ton units on the roof that provide heating and cooling for the space. The 2 older units are beyond their life expectancy.



Facilities Management

12 October 2010

Plaza 370 Inspection



Ballasted membrane roof is pulling away from the parapet and is cracking throughout

This roof has outlived its useful life and should be replaced soon. The owner said they will replace this roof in the spring.



Facilities Management

12 October 2010

Plaza 370 Inspection



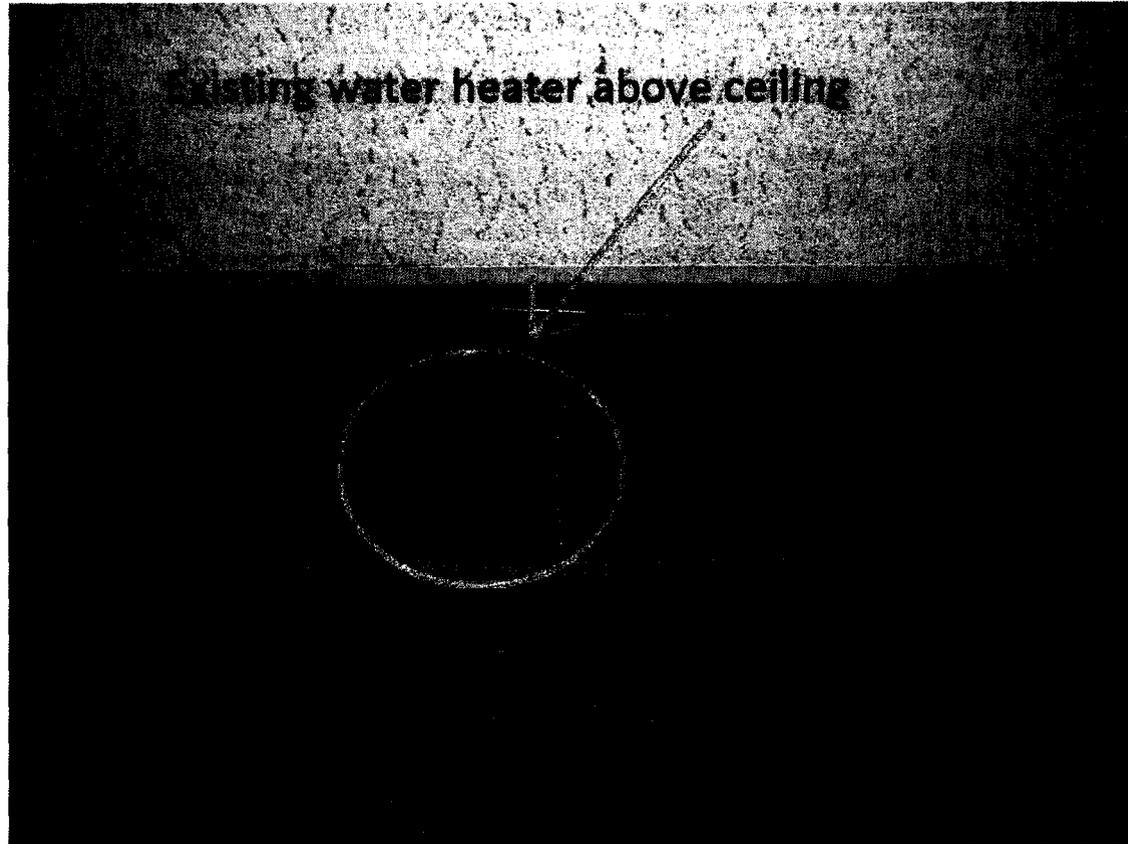
Typical ceiling will be replaced throughout



Facilities Management

12 October 2010

Plaza 370 Inspection



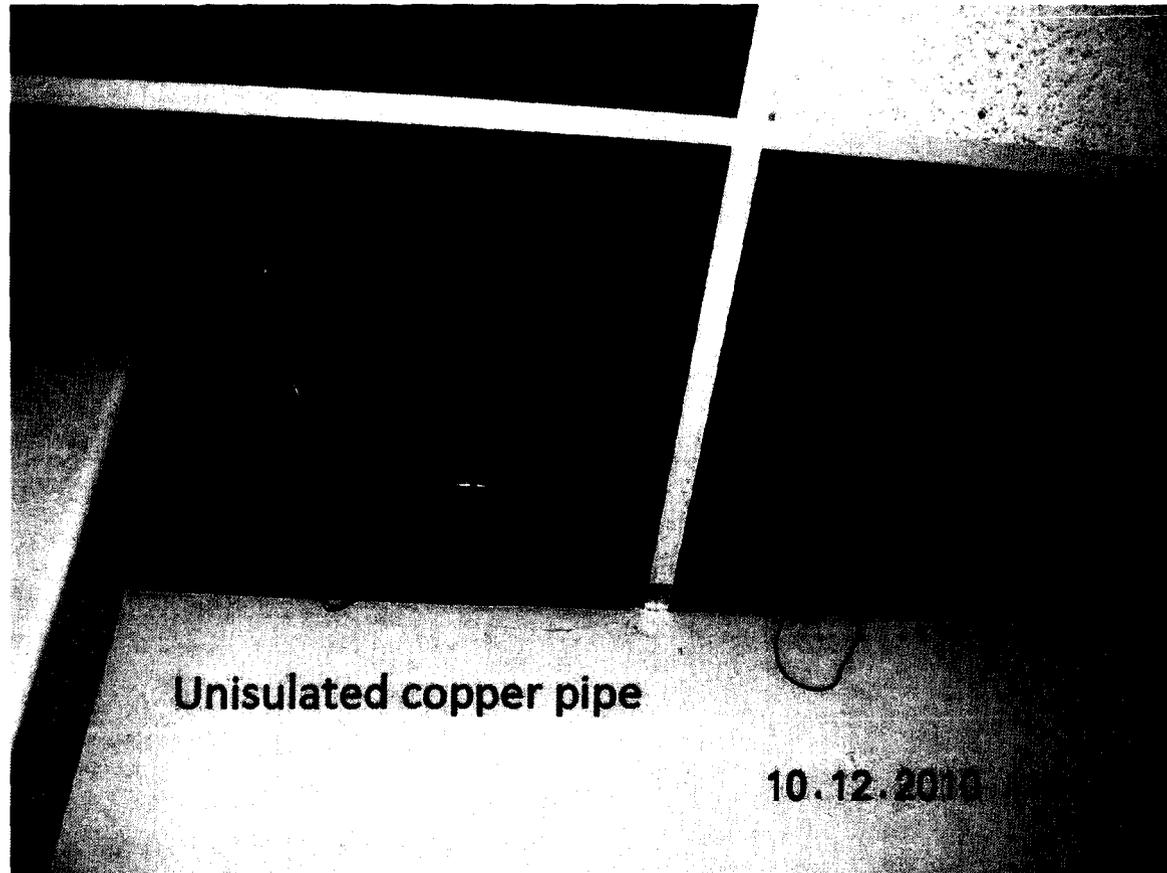
Owner will remove water heater and install on the floor in a utility closet



Facilities Management

12 October 2010

Plaza 370 Inspection



Owner will remove all utilities up to the deck – if pipe is reused, it will be insulated.



Facilities Management

12 October 2010

Plaza 370 Inspection



There is a heater in the utility room to prevent pipes from freezing.

MEMORANDUM

SARPY COUNTY
FACILITIES MANAGEMENT

Date: September 17, 2010
To: Brian Hanson
From: Ross Richards
Subject: SE Annex - Building Condition

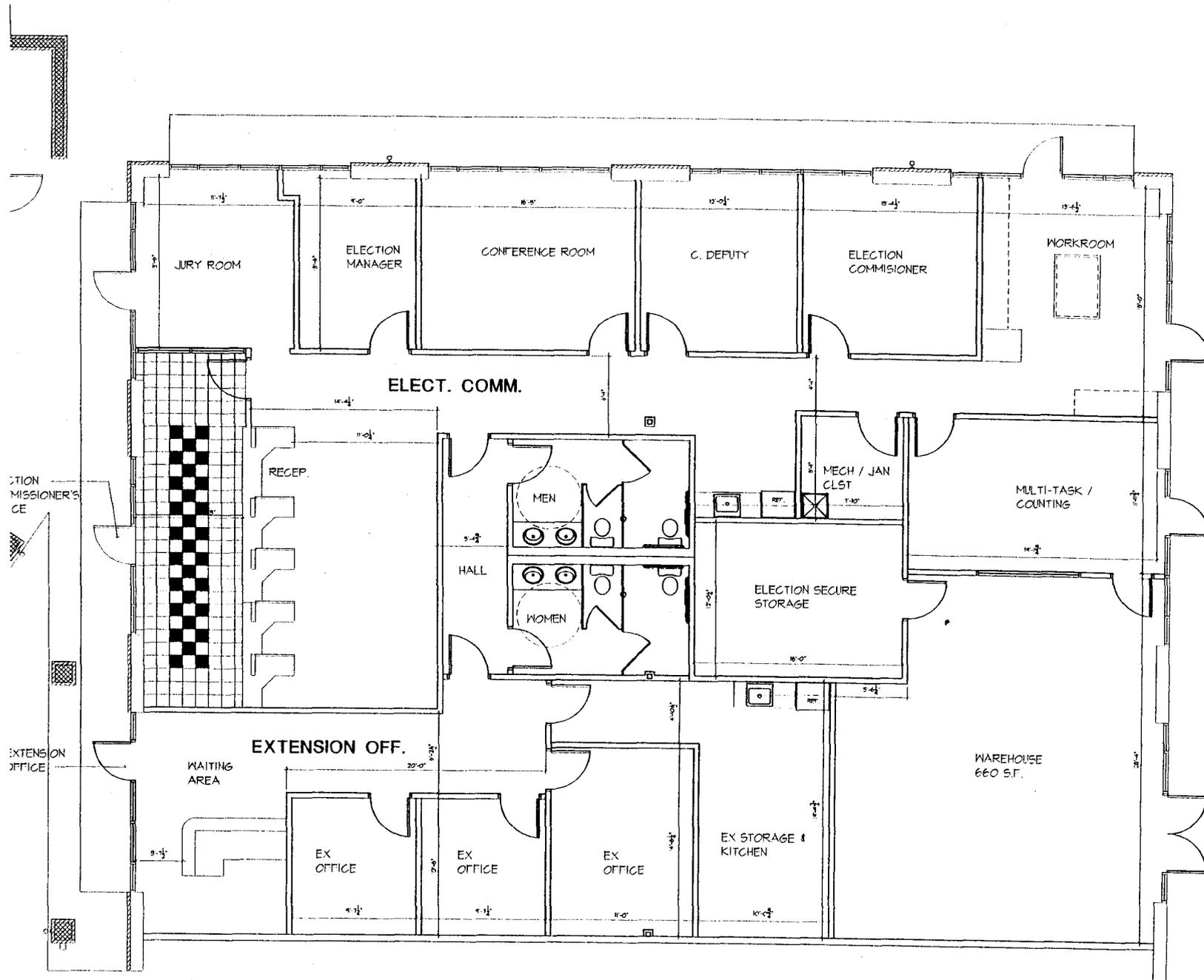
The following is an overview of the SE Annex Building:

- Structural
 - The exterior stair structure on the east elevation has failed and is unusable
- Siding
 - Siding is 100% overcome with dry-rot
- Exterior Windows
 - All windows are in disrepair and need to be replaced
 - Frames are bent
 - Water penetrations
 - Seals have failed
- Roof
 - The roof is approximately 12 years old and is in good condition
- Plumbing Equipment
 - Plumbing equipment is old but useable
- Mechanical Equipment
 - Furnaces and air conditioners are old, outdated and in need of replacement
- Electrical Equipment
 - In relatively good working condition
- Interior Finishes
 - Carpet
 - Majority of carpet is due for replacement
 - Ceilings
 - Ceiling tile are in reasonably good condition
 - Walls
 - A great percentage of walls are due for repainting
 - Doors & Hardware
 - Exterior doors require continual maintenance and adjustment due to age

If you have questions or need additional information, please contact me at 593-4358.

Sarpy County , Nebraska
Office Relocation Cost Projections
2010 FY Thru 2012 FY

	2010 FY Actual*	2011 FY Budgeted**	2012 FY Budgeted
Election Office			
Rent	\$ 10,400	\$ 7,500	\$ 45,248
New Phones		\$ 2,500	
Connectivity		\$ 2,400	
Moving Costs		\$ 3,500	
Furnishings		\$ 7,500	
Subtotal	\$ 10,400	\$ 23,400	\$ 45,248
Extension Office			
Rent		\$ 3,744	\$ 11,312
Phones		\$ 1,250	
Connectivity		\$ 600	
Moving Costs		\$ 1,750	
Furnishings		\$ 3,000	
Subtotal	\$ -	\$ 10,344	\$ 11,312
Personnel, Veterans, Human Services			
Remodeling		\$ 119,500	
Moving Costs		\$ 3,500	
Furnishings		\$ 7,500	
Subtotal	\$ -	\$ 130,500	\$ -
Grand Total	\$ 10,400	\$ 164,244	\$ 56,560
* In addition a \$20,000 refundable deposit was paid for the Bellino building.			
**Appropriations were added to Misc. General Fund Budget			
Note: No utilites were factored in because the additional cost of utilities at the Bellino building will be more than offset by the decrease in utilities at the two story building.			
No rent is shown for the Personnel, Veterans and Human Services departments because no rent is paid now and no rent will be paid after the move.			
If the Board chooses to demolish the two story building in the 2012 FY there would be some minor costs involved, but the Papillion Fire Department has offered to burn it down as a training exercise and the Highway Department would be able to haul away the rubble.			



STATION
COMMISSIONER'S
OFFICE

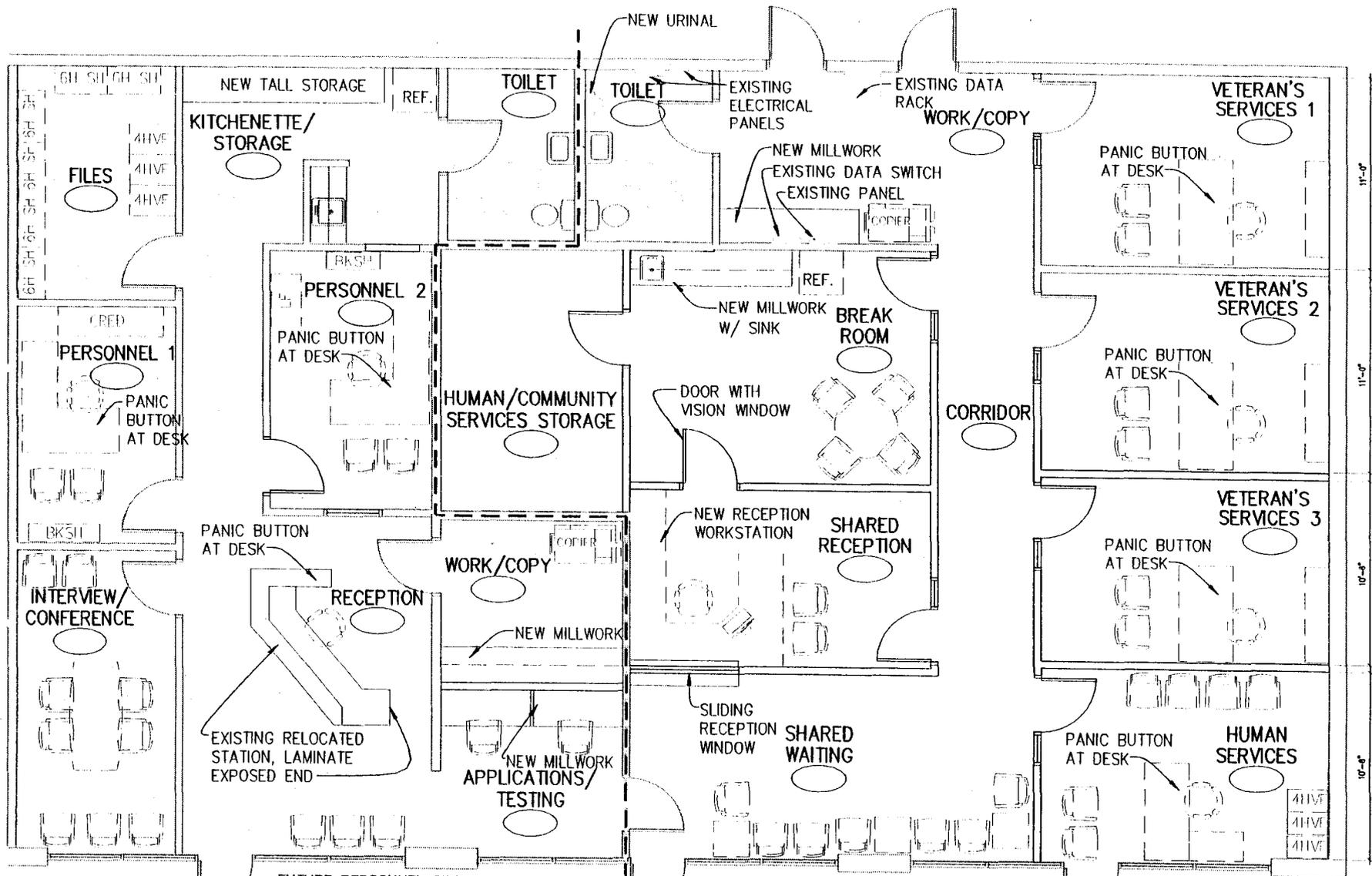
EXTENSION
OFFICE

FLOOR PLAN OP 1



SCALE: 1/4" = 1'-0"





FUTURE PERSONNEL SIDE

- NEW CARPET IN OFFICES & CORRIDORS
- NEW VINYL BASE THROUGHOUT
- NEW TOILET ROOM FLOORING
- PAINT ALL WALLS
- LAMINATE ONE END OF RECEPTION DESK
- NEW CEILING PADS THROUGHOUT

FUTURE VET./HUMAN SERVICES SIDE

- PATCH EXISTING CARPET WHERE NOTED ON DEMO PLAN
- NEW RESILIENT FLOORING IN BREAKROOM
- NEW VINYL BASE AT NEW WALLS
- NEW CEILING GRID, PADS & M/E EQUIP AT WAITING, RECEPTION, 3 OFFICES, CORRIDOR & BREAKROOM
- EXISTING GRID & M/E EQUIP WITH NEW PADS AT STORAGE, WORK/COPY, 1 OFFICE & TOILET



HUMAN/VETERAN'S SERVICES/PERSONNEL - OPTION 4

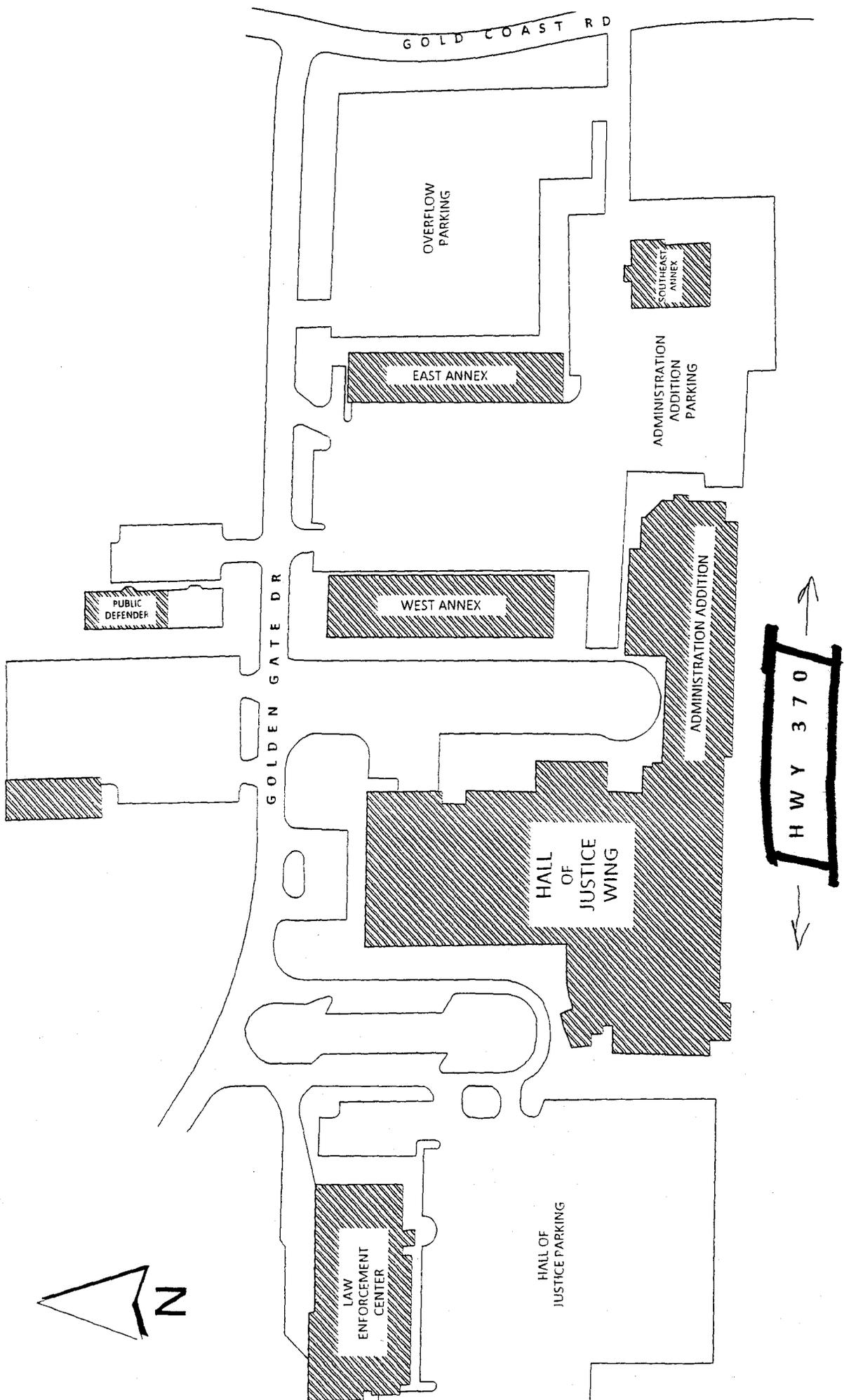
SCALE: 1/8" = 1'-0"

Department	Current Square Footage	Proposed Square Footage	Variation
Election-East Annex	1,898		
Election-Southeast Annex	555		
Election-Voting Machine Storage	1,000		
Subtotal	3,453	3,800	347
Extension	1,232	1,000	(232)
Personnel	1,096	1,232	136
Veteran's & Human Services	1,958	1,898	(60)
Total	7,739	7,930	191

Note: All figures are approximate.

Sarpy County, Nebraska
Office Relocation Square Footage Comparison
September 21, 2010

	Rent \$ Per Month	Triple Net \$ Per Month	Square Feet	\$ Per Square Foot
Bellino Building	\$ 3,780	\$ 900	4800	\$ 11.70
Public Defender	\$ 2,508	\$ 1,356	3600	\$ 12.88
Probation	\$ 2,842	\$ 1,031	4500	\$ 10.33



HWY 370

122180 11.10

County Departments and Other Agencies Space Needs:

1. Administration Addition and Courthouse Remodel
 - a. The following Departments/Agencies received new and/or additional space as part of the Administration Addition and Courthouse Remodel Projects
 - i. County Board Chambers
 - ii. Fiscal, Purchasing and Administration
 - iii. Assessor
 - iv. Planning and Building
 - v. Register of Deeds
 - vi. Information Systems and GIS
 - vii. Clerk and Records Management
 - viii. Treasurer
 - ix. Vehicle Inspection
 - x. Driver's License Testing Area
 - xi. Community Services
 - xii. Juvenile Probation
 - xiii. District Court (Offices and Courtrooms) and Clerk
 - xiv. County Court (Offices and Courtrooms) and Clerk
 - xv. Juvenile Court and CASA
 - xvi. County Attorney (incl. Victim Witness and Child Support Enforcement)
2. Sheriff – Law Enforcement Center (LEC) and Maintenance Garage – the LEC at 84th and Platteview Road will house Administration, Road Patrol, and Investigations Divisions of the Sheriff Department
3. 911 Communications Center – A modern 911 Communications Center is needed and the plan is to construct a new facility within the next five years at the 84th and Platteview Road site
4. Highway Department – The Highway Department's Engineering staff could use modernized space, which would be accomplished by building a new facility at the 84th and Platteview Road site
5. County Attorney Diversion – Recently absorbed additional space vacated by Victim Witness when Victim Witness moved to its new space in the Courthouse Remodel.
6. Adult Pre-Trial Release – Although a small department, they do need additional space, which will most likely be provided in the area vacated by the Sheriff in early 2011
7. Public Defender – Currently in the Farm Bureau Building and need additional office space, but will most likely expand into additional space in their current building in the near future
8. Probation – Juvenile Probation received new space in the Courthouse Remodel. Probation currently occupies office space in the north half of the West Annex, conducts drug testing in the East Annex, and provides programming at the Reporting Center at 36th and Chandler Road in Bellevue. Probation's main priority is to expand programming at the Reporting Center, and there may be an opportunity to secure an additional bay at that facility to satisfy Probation's needs.



RCP
INLET
R/W 1101.60
FL 24in
1097.65

DESIGN SPEED = 60 mph
STA 0+00.00
RP: 0+00.00
PC: 0+30.00
PI: 0+59.27
PT: 2+97.12
PC: 6+06.77

FUTURE SARPY COUNTY
COMMUNICATION
CENTER

SARPY COUNTY L.E.C.

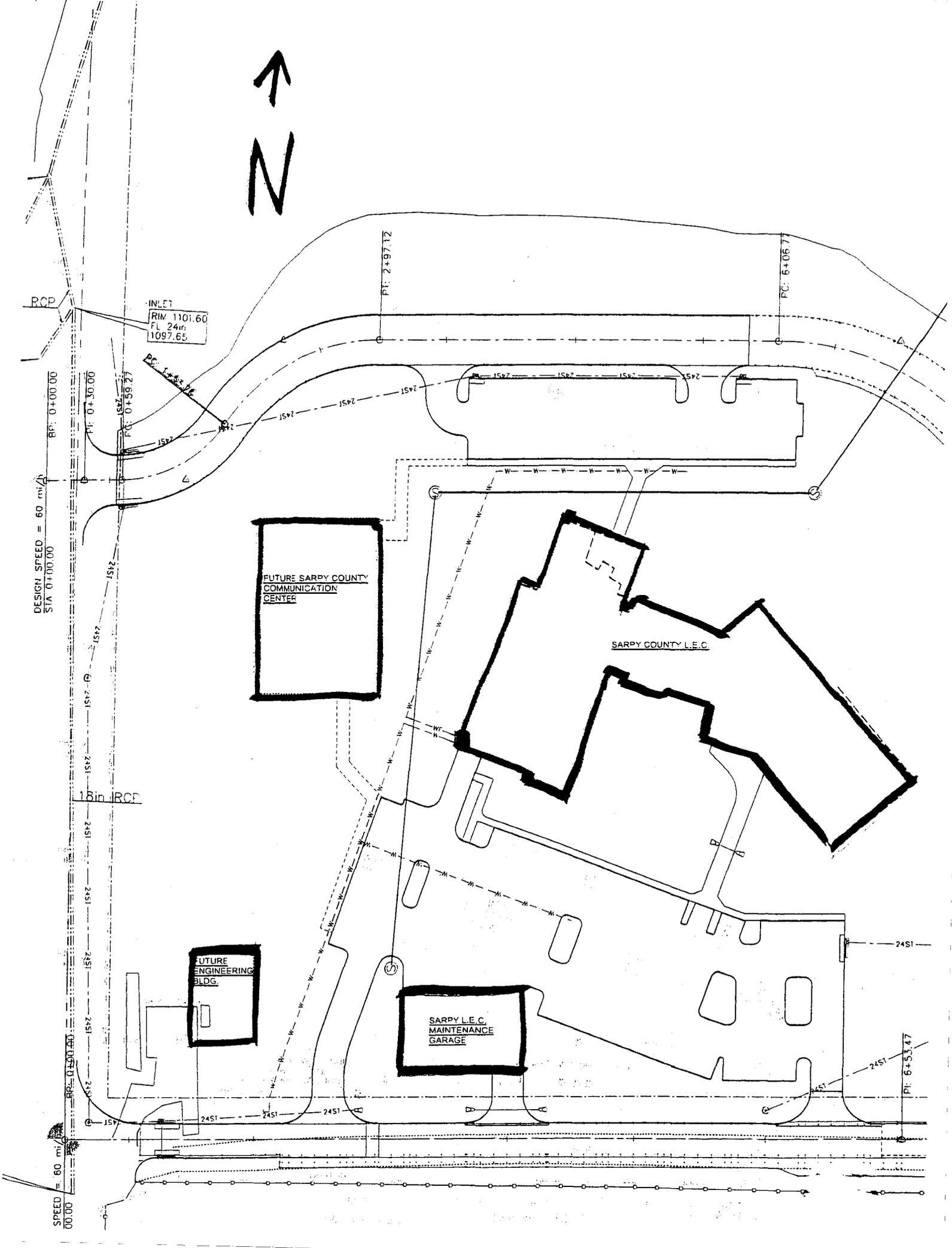
18in RCP

FUTURE
ENGINEERING
BLDG.

SARPY L.E.C.
MAINTENANCE
GARAGE

SPEED = 60 mph
00.00

PI: 6+53.47



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 Albrecht District 2
Tom Richards District 3
Pat Thomas District 4
Rich Jansen District 5

MEMO

October 19, 2010

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: Resolution to Approve Lease Agreement with Plaza 370 Partners, LLC for Election/Extension Offices

At the October 5, 2010 County Board meeting, several questions came up regarding the proposed lease for new office space for the Election and Extension Offices. Below is a list of how these items have been addressed:

- 1. Facilities Management should inspect the office space with attention to the HVAC system.**
Ross and his staff completed an inspection and his report is attached. The building has an air conditioning unit that is six months old, and two units that are original to the building. The County will be responsible for normal maintenance on the new unit, but will have no repair or replacement responsibility for the two older units.
- 2. The lease should include a five year renewal clause.**
The lease contains an option to renew for an additional five year period.
- 3. Exhibit A should be attached and should have detail included (more than just the floor layout).**
The lease includes an allowance for building materials (paint, tile, etc) and will have VOIP connectivity.
- 4. References to Exhibit B should be deleted.**
Exhibit B and references to Exhibit B have been deleted.
- 5. Parking should be described, including how much and where it is located.**
The lease contains the number of parking stalls available to Election/Extension which are located on the east, south, and west sides of the building
- 6. Thought should be given on providing directions to the building.**
Directions to the building will be posted on the website, an electronic sign is available at the property, and appropriate press releases to the media will help keep the public informed on the location
- 7. Ancillary costs such as stationery for the departments that are moving should be determined.**
The County expects the 'ancillary' costs to be minimal, and the costs associated with the move are included in the "Office Relocation Costs Projections" provided previously by Brian Hanson.

The County's option expires October 20 so a final decision must be made on the 19th to avoid forfeiting the \$20,000 option/lease down payment. Contact me, Wayne or Brian if you have questions. Thank you.

Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling
Linda Welles

Mark Wayne
Tom Mlarnik

Brian Hanson
Sharon Boehmer

Wayne Bena
Vernon Waldren