

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING FARM LEASE AGREEMENT FOR EXCESS LAND  
SURROUNDING THE NEW SHERIFF'S OFFICE

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, Sarpy County has excess land surrounding the Sheriff's Office located at 8335 Platteview Road; and,

WHEREAS, LeRoy Keller is desirous of leasing the land to plant, maintain and harvest a crop for the purpose of weed control.

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

DATED this 10<sup>th</sup> day of May, 2011.

MOVED by Rusty Hike, seconded by Jim Nekuda, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Rusty Hike

none

none

Jim Nekuda

\_\_\_\_\_

\_\_\_\_\_

Tom Michael

\_\_\_\_\_

ABSTAIN:

Jim Nekuda

none

Sam Wan

\_\_\_\_\_



SEAL

Attest:

Dee Voughtain  
Sarpy County Clerk

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Cunard, Senior Buyer/Contract Administrator  
(402) 593-4476  
Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## Memo

To: Sarpy County Board of Commissioners

From: Beth Cunard

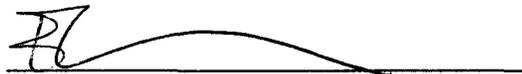
Re: Land Maintenance at Sheriff's Office

Recently the County took bids for a proposed farm lease for the approximately 21 acres north of the new Sheriff's Office. The purpose of the lease is primarily for weed control with the Lessee having the rights to plant, maintain and harvest a crop. The County currently has a similar agreement for the property surrounding the Juvenile Justice Center.

Five individuals responded to the request for quotes for cash rent. The most favorable quote was from LeRoy Keller for a total cash rent of \$4,244.00. The lease is for a one year period with up to five, one year extensions and is recommended for approval.

If you have any questions, please feel free to contact me at the number listed above or [bcunard@sarpy.com](mailto:bcunard@sarpy.com).

May 3, 2011

  
Beth Cunard

Cc: Deb Houghtaling  
Mark Wayne  
Brian Hanson  
Scott Bovick  
Dan Williamson  
Jeff Davis

## FARM LEASE

This Lease is by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate (hereinafter "Lessor,") and LeRoy Keller (hereinafter "Lessee.") (collectively "the Parties").

WHEREAS, County owns certain property (hereinafter, the "Property") located south of Platteview Road and immediately east of 84<sup>th</sup> 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 6<sup>th</sup> 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 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 84<sup>th</sup> 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 Ave 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 the beginning; and,

WHEREAS, a portion of the Property is being used for the construction of a new Sheriff's Office; and,

WHEREAS, Lessor desires to lease the remaining portion of the Property consisting of farmland, as more particularly described on Attachment A, for purposes of weed control, and Lessee desires to farm such land.

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

**I. TERM OF LEASE:**

A. This lease shall be in full force and effect from March 1, 2011 to March 1, 2012. Such term may be extended in one-year increments for up to five years, upon written agreement of the Parties. If extended, such agreement must be signed no later than February 1<sup>st</sup> of the current contract term and must include the amount of rent due in the subsequent lease year.

**II. LESSEE'S DUTIES:**

A. Lessee shall plant, maintain and harvest crops from the Property using generally acceptable and appropriate agriculture methods. Lessee shall furnish all the labor and equipment necessary to cultivate in a proper manner all the tillable land on said premises and as described on Attachment A so as to control weeds and erosion as completely as possible. Said work shall be completed during the term of this Lease as further defined herein.

B. Lessee shall keep the premises free of weeds including adjoining fence lines and highway right-of-ways and shall cut, pull, spray or plow under all weeds before they mature, provided that such weed control measures shall not interfere with or damage the landscaping or other vegetation in the land immediately surrounding the Sheriff's Office and adjacent properties.

C. Unless prior written consent is obtained from Lessor, Lessee shall not plant any crops or prepare any portion of the Property for the planting of any crop if the crop will not mature until after expiration of this Lease.

D. Upon prior written consent by Lessor, Lessee may build temporary fences around the Property, at Lessee's sole cost, so long as such fencing does not interfere with the Sheriff's Office or operation thereof. Such temporary fencing must be removed at the request of Lessor at the end of the Lease term.

E. Without charge or cost to Lessor, Lessee agrees to keep in good repair the Property and every part thereof, including but not limited to fences, highway or road access, buildings, structures, terraces and waterways. Any damage to fences, temporary or otherwise, highway or road access, buildings, structures, terraces or waterways must be repaired at Lessee's sole cost. No repairs, alterations or changes of any kind or character will be made to the Property by Lessee without prior written consent of Lessor or its agent. Lessor shall not be liable for any loss or damage that may result from any destruction or defective condition of the land or buildings, structures or equipment thereon. No buildings or structures shall be built upon the Property without prior written consent of Lessor and, if built, shall become part of the real property.

F. Lessee shall keep the Property free from trash and debris. Lessee's activities on the Property shall be consistent with appropriate soil conservation methods, and Lessee shall not maintain a nuisance on the Property.

G. Lessee shall not use manure as a means of fertilizing without prior written consent of Lessor.

H. Lessee shall not burn excess corn stalks, straw, grass or any other substance from or on the Property without written consent of Lessor.

I. In consideration of the potential value of any crops removed and of Lessor's performance under this Agreement, Lessee shall pay rent to Lessor in the amount of \$4,244 with \$2,122 due upon Lease execution and \$2,122 due November 1, 2011. Such rent is effective for the term of the Lease, ending on March 1, 2012. Rent due for subsequent years is subject to the provisions of paragraph I, subsection A herein.

J. Lessee shall be entitled to such crops or profits that Lessee may inure from his use of the Property, subject to the limitations stated herein.

K. Lessee shall not hinder Lessor's access to any portion of the Property and shall vacate or cease activity on any portion thereof as may be designated by Lessor from time to time. Should such activities by Lessor result in the destruction of crops or loss of profits, Lessee shall be entitled to reasonable compensation therefore.

L. Lessee agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. Lessee is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the *Illegal Immigration Reform and Immigrant Responsibility Act of 1996*, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

### **III. DUTIES OF LESSOR:**

A. Lessor shall allow Lessee reasonable access to the Property at points designated by Lessor from the time of the execution of this Lease.

B. Lessor shall not be liable for any compensation or consideration for Lessee's efforts, Lessee being limited to such crops or profits he may receive from activities on said property that fulfill Lessee's duties herein and compatible with the restrictions of this agreement.

### **IV. 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. Lessee warrants that it has neither employed nor retained any company or person, other than a bona fide employee working for Lessee, to solicit or secure this Agreement, and that Lessee 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 Agreement. For breach or violation of this warranty, Lessor shall have the right to annul this Lease without liability, or in its discretion, to recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee from Lessee.

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 apply to this Lease, 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 Lessor, and no member of its governing body and no other public official of Lessor who exercises any functions or responsibilities in the review or approval of the undertaking described in this Lease, or the performing of either Parties' obligations pursuant to this Lease, shall participate in any decision relating to this Lease 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 Lessor, nor any member of its governing body have any interest, direct or indirect, in this Lease or the proceeds thereof.

**V. TERMINATION:**

A. This Lease may be terminated by either party for any reason with ninety days written notice to the other. If immature crop exists on the Property, Lessee shall be entitled to reasonable compensation therefore.

**VI. HOLD HARMLESS:**

A. Each party agrees it is responsible for its own officers, agents, and employees in performing this agreement, and hereby agree to indemnify and hold harmless, to the full extent allowed by law, the other party, its officers, agents, and employees, from and against all losses, claims, damages, and expenses, that may result from any intentional or negligent acts or omissions of the parties, their agents, or employees in performing this agreement.

**VII. MISCELLANEOUS PROVISIONS:**

A. It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Lease is held to be illegal or in conflict with any law of this State or 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 Lease did not contain the particular part, term, condition or provisions held to be invalid.

B. Lessee agrees not to assign this Lease or sublet the Property or improvements, or any part thereof, without prior written consent of Lessor. If Lessee fails to operate the Property in a workmanlike manner, Lessor may enter upon the Property to perform or hire the work done at the sole expense of Lessee.

C. Lessor, or its agent, hereby reserves the right to enter upon the Property at any time for the purpose of viewing same or for making repairs, alterations or improvements thereon, or for attending to any business matters pertaining to the Property. In case of termination, Lessee agrees to allow Lessor, or its agent, to direct plowing and preparation and seeding for the next year's crop on any acreage from which crops have been harvested. In addition to all other remedies provided by law or contained herein, the Lessor may, at its option, upon the failure by Lessee to perform any of the agreements of this Lease, without formal notice or demand, enter upon the Property and repossess the same and hold and enjoy the same as though this Lease had never been in effect.

D. This Lease contains the entire agreement between the Parties, and there are no other written or oral promises, contracts or warrants which may affect it, except as contained herein. This Lease cannot be amended except by written agreement of both parties. Notice to the parties shall be given in writing to the agents for each party named below:

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

Lessee: LeRoy Keller  
6504 Platteview Road  
Papillion, NE 68133

E. Should Lessee breach, violate or abrogate any term, condition, clause, or provision of this Lease, Lessor may, as its discretion, terminate this Lease forthwith, upon written notice to Lessee. 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 10<sup>th</sup> day of May, 2011.

NEBRASKA,  
(Seal)



ATTEST:

Debra Houghtaling  
Sarpy County Clerk

COUNTY OF SARPY,

A body Politic and Corporate

Tom Richard  
Chairperson  
Sarpy County Board of  
Commissioners

Vendor: LeRoy Keller

By: Terry Helt

Title: Partner

Attest:

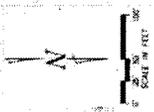
\_\_\_\_\_  
Witness

Attachment A

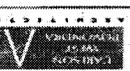
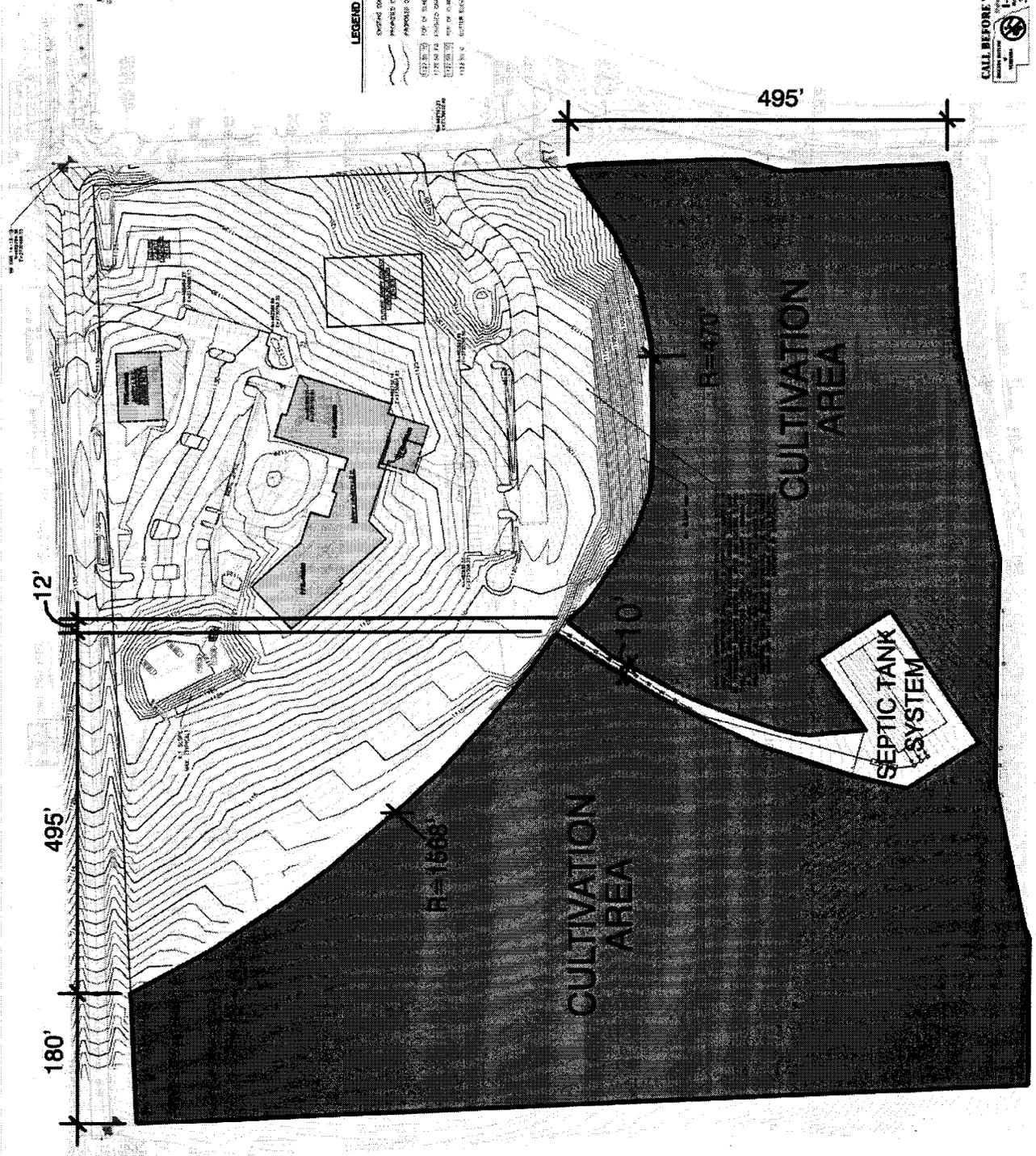
SARPY COUNTY  
LAW ENFORCEMENT CENTER  
84TH STREET AND PLATTVIEW ROAD

C-07  
CITY OF SARPY

CALL BEFORE YOU DIG  
1-800-331-5666  
344-3265



- LEGEND**
- EXISTING CONTOUR
  - PROPOSED CONTOUR (MINOR)
  - PROPOSED CONTOUR (MAJOR)
  - TOP OF BLIND TOWER
  - PROPOSED DRAINAGE ELEVATION
  - PROPOSED DRAINAGE ELEVATION
  - PROPOSED DRAINAGE ELEVATION
  - PROPOSED DRAINAGE ELEVATION



This form is available electronically.

<b>CCC-505</b> (02-05-09)  <b>VOLUNTARY PERMANENT DIRECT AND COUNTER-CYCLICAL PROGRAM (DCP) BASE ACRES REDUCTION</b>	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. STATE AND COUNTY CODE 31-153	2. FARM NO. 2490	3. PROGRAM YEAR 2011
	4. REASON FOR REDUCTION OF DCP BASE ACRES <input type="checkbox"/> CRP Enrollment <input checked="" type="checkbox"/> Other <u>Non-Ag- Sarpy Co Building</u>			

Note: The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246 and any amendments to such act as may follow). The information will be used to determine eligibility for program benefits. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation, and Energy Act of 2008, the E-Government Act of 2002, and related authorities. The information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F - Administration). The provisions of criminal, civil, and privacy statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

**PART A - REQUEST**

The undersigned request a permanent reduction of the Direct and Counter-Cyclical Program (DCP) Base Acres established for the following crop(s) for the farm number entered in Item 2. I/We understand that, except for reductions because of enrollment into the Conservation Reserve Program (CRP), this reduction is a permanent reduction of DCP Base Acres, and the DCP Base Acres reduced shall not be returned to the farm.

I/We understand that when the reason for the reduction entered in Item 4 is because of enrollment of cropland into CRP, the reduced DCP Base Acres may be returned to the farm if the applicable CRP contract is voluntarily terminated on or before September 30, 2007, and all other eligibility requirements are met.

5. TRACT NO.	6. COMMODITY	7. DIRECT YIELD	8. COUNTER CYCLICAL YIELD	9. COMMODITY BASE ACRES ON TRACT BEFORE REDUCTION	10. COMMODITY BASE ACRES ON TRACT TO BE REDUCED	11. COMMODITY BASE ACRES ON TRACT AFTER REDUCTION (Column 9 MINUS Column 10)
2256	Corn	83	83	19.0	6.5	12.5
2256	Wheat	36	36	0.8		0.8
2257	Corn	83	83	9.2	4.0	5.2
2257	Wheat	36	36	0.8		0.8

12. Total DCP Base Acres to be Reduced (Total of Column 10) **10.5**

13. Total DCP Base Acres on Farm Before Reduction **29.8**      14. Total DCP Base Acres on Farm After Reduction (Item 13 minus Item 12) **19.3**

15A. Requestor's Signature (By)	15B. Title/Relationship (of the individual signing in the Representative Capacity)	15C. Date (mm/dd/yyyy)
16A. Owner's Signature (By)	16B. Title/Relationship (of the individual signing in the Representative Capacity)	16C. Date (mm/dd/yyyy)
X <u>Brian Hanson</u>	X <u>Sarpy County Fiscal Administrator</u>	X <u>6-17-11</u>
17A. Owner's Signature (By)	17B. Title/Relationship (of the individual signing in the Representative Capacity)	17C. Date (mm/dd/yyyy)

18. REMARKS (If the DCP base acres are being reduced because of cropland enrollment into CRP on or after May 13, 2002, enter the CRP-1 number and the effective date of CRP-1).

**PART B - APPROVAL (COUNTY OFFICE USE ONLY)**

19. REDUCTION IS:  APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	20. COUNTY FSA OFFICE NAME AND ADDRESS (Including Zip Code) Sarpy Douglas County FSA Office 8901 s 154th st Ste 3 Omaha NE 68138-3621
21. COC'S SIGNATURE      DATE (mm/dd/yyyy)	TELEPHONE NUMBER (Area Code): 402-896-0121

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 735-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.