

11/001849

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN LEASE FOR PUBLIC WORKS DEPARTMENT
FACILITY ON BELLEVUE ROD & GUN PROPERTY

WHEREAS, pursuant to Neb. Rev. Stat. §23-104 (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,

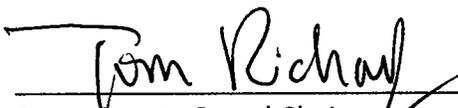
WHEREAS, pursuant to the County's obligations to maintain certain roads, certain facilities are required to house and maintain County vehicles; and

WHEREAS, such facility has been identified as the "Rod & Gun Property"; and,

WHEREAS, the owners of the property have agreed to continue to lease the property to the County for a rent in the amount of \$2,500.00 per year;

NOW THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of the Board a Lease Agreement between Bellevue Rod & Gun Club and the County of Sarpy, in the amount of \$2,500 per year, under such terms and conditions as are set forth in the Lease Agreement, which this Board has received and reviewed.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 23rd day of August, 2011.



Sarpy County Board Chairman

ATTEST: 


Sarpy County Clerk

LEASE AGREEMENT FOR
PUBLIC WORKS DEPARTMENT FACILITY ON
BELLEVUE ROD AND GUN CLUB PROPERTY

This lease is made and executed on the day set forth below, by and between the County of Sarpy in the State of Nebraska, a body politic and corporate, and hereinafter "Lessee," and the Bellevue Rod and Gun Club, and hereinafter "Lessor."

I.

DEMISE, DESCRIPTION AND USE OF PREMISES

Lessor leases to Lessee and Lessee hires from Lessors, for the purpose of conducting in and on such premises any lawful business, including but not limited to such functions of County government as may be determined by the County Board of Commissioners, those certain premises with any and all appurtenances, situated in the Sarpy County, Nebraska, and more particularly described as:

A PART OF TAX LOT B2B, IN THE EAST ½ OF SECTION 27, T13N, R13E, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOW:

BEING THE NORTHEASTERLY 1000.0 FEET OF SAID TAX LOT B2B LYING BETWEEN THE SOUTHERLY RIGHT OF WAY OF LAPLATTE ROAD AND THE NORTHERLY RIGHT OF WAY OF THE MISSOURI PACIFIC RAILROAD,

AND CONTAINING 5.5 ACRES, MORE OR LESS.

As used in this Lease Agreement, the term "premises" refers to the real property above described and to any improvements which are now or which, from time to time, may become located on the property which is the subject of this Lease Agreement.

II.
TERM, OPTION TO RENEW, AND TERMINATION

The initial term of this Lease shall be for one (1) year, commencing on the 1st day of January, 2012, through and including the 31st day of December, 2012. Such term may be renewed annually for a maximum of three (3) additional years, at the option of the Lessee, subject only to the renegotiation of the lease price. Such price shall be agreed upon in writing not less than sixty (60) days prior to the renewal of this Lease Agreement.

As used in the Lease Agreement, the expression "term of this Lease Agreement" refers to the initial term and to any renewal of this Lease Agreement.

Either Party may terminate this Lease Agreement upon sixty (60) days written notice to the other.

III.
RENT

The total rent for the initial term shall be Two Thousand Five Hundred Dollars (\$2,500.00) per year, which Lessee shall pay to Lessor on or before the 31st day of January. Payment for any renewal of this Lease Agreement shall be made on or before the 31st day of January of each year for which this Lease Agreement is renewed. Should, for any reason, the term of this Lease Agreement end before the 31st day of December of any year, the rent shall be prorated for the actual term of the lease for that year, and Lessor shall refund the unused portion of the rent to the Lessee.

IV.
WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenant that Lessor are seized of the demised premises in fee simple, and that they have full right to make and enter into this Lease Agreement and further that Lessee shall have quiet and peaceable possession of the demised premises during the term of this Lease Agreement.

V.
LESSOR' RIGHT OF ENTRY

Lessee shall permit Lessor and the agent and employees of Lessor to enter into and upon the demised premises at reasonable times and with reasonable notice to Lessee for the purpose of inspecting the premises.

VI.
PAYMENT OF TAXES

Lessor shall be responsible for any and all real estate taxes, special assessments or levies which are or may become due and owing for the demised premises.

VII.
IMPROVEMENTS TO DEMISED PREMISES AND DISPOSITION THEREOF

Lessee shall have the right to make or cause to be made such alterations, improvements, and/or changes in, on, under or to the demised premises as Lessee, in its sole discretion, may desire. Lessee shall also have the right to make or cause to be made, to erect or cause to be erected, any building, structure, fence, retaining pond, appurtenance or fixture in, on, under or to the demised premises as Lessee, in its sole discretion, may from time to time deem necessary. Lessee shall also have the right to remove, replace, alter, improve, or change any

building, structure, fence, retaining pond, appurtenance or fixture in, on, under or to the demised premises as Lessee, in its sole discretion, may from time to time deem necessary.

Lessee shall have the right, at the termination of this Lease Agreement, to remove any improvement, building, structure, fence, appurtenance or fixture that Lessee has erected, or has caused to be erected on or upon the demised premises. Such removal shall be at Lessee's sole discretion, at Lessee's sole cost and obligation.

XIII. UTILITIES

Lessee shall bear the sole cost of utilities of whatever type or kind that may, in Lessee's sole discretion, may be necessary for the demised premises.

IX. LESSEE'S LIMITED DUTY TO MAINTAIN ROAD

Lessee shall provide such maintenance on the private road on the property of Lessor as Lessee shall, in the opinion of the County Highway Department, be deemed necessary. Such maintenance shall include monthly grading of the road as needed, at least one annual application of material to the road such as rock chips or gravel as needed, and snow removal if there are more than two inches (2") of snow and all other County roads have been cleared.

X. REDELIVERY OF PREMISES

At the termination of this Lease Agreement, Lessee shall peaceably and quietly quit and surrender to Lessor the premises in good order and condition subject only to the other terms and conditions of this Lease Agreement.

XI.
LIENS AND ENCUMBRANCES

Neither Lessee nor Lessor shall allow or cause to be allowed any lien or encumbrance against the demised premises during the term of this Lease Agreement. Furthermore, Lessor shall provide three (3) months notice to Lessee of any sale, gift, exchange, or other transfer of the demised premises to any person, party, business, or other entity.

XII.
COMPLIANCE WITH LAWS AND OTHER PROVISIONS

- A. Pursuant to Neb. Rev. Stat §13-804(5) (Reissue 1991), the Parties hereto acknowledge, stipulate and agree that this Lease Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by law.
- B. Lessor warrant that they have neither employed nor retained any company or person, other than a bona fide employee working for Lessor, to solicit or secure this Lease Agreement. Lessor further warrants that they have 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 Lease Agreement. For breach or violation of this warranty, Lessee shall have the right to annul this Lease Agreement without liability, or in its discretion, to deduct from the Lease Agreement, price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- C. Lessor promises that they shall save and hold Lessee, its elected and appointed officials, officer, 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 Lessor, whether due to the negligent or intentional activities of Lessor, or otherwise.

D. 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 Lease Agreement, including but not limited to those set forth herein.

1. Lessee and Lessor promise to abide by the Americans With Disabilities Act of 1990, (42 U.S.C.A. §12101, *et seq.*), the Rehabilitation Act of 1973 (29 U.S.C.A. §701, *et seq.*), and the Drug Free Workplace Act of 1988 (41 U.S.C.A. §701). Furthermore, pursuant to Neb. Rev. Stat. §73-102 (Reissue 1990), Lessor and Lessee declare, promise, and warrant that they have complied and will continue to comply in all regards with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. §1985, *et seq.*) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, *et seq.* (Reissue 1993), in that there shall be no discrimination against any employee which is employed in the performance of this Lease Agreement or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
2. Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or employee of Lessee, and no member of its governing body, and no other public official of Lessee who exercises any functions or responsibilities in

the review or approval of the undertaking described in this Lease Agreement, or the performing of Lessor's obligations pursuant to this Lease Agreement which affects his or her personal interest, or any partnership, or association in which her or she is directly or indirectly interested; nor shall any employee of Lessee, nor any member of its governing bodies, have any interest, direct or indirect, in this Lease Agreement or the proceeds thereof.

3. Neither Party shall engage the service of any person or persons presently in the employ of the other for work covered by this Lease Agreement without the written consent of the employer of such person or persons.
4. Lessee and Lessor agree and acknowledge that neither Party is an agent for the other, and neither Party shall become an employee of the other as a result of this Lease Agreement.
5. This Lease Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Lease Agreement is held to be illegal or in conflict with any law of the State of Nebraska 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 Lease Agreement did not contain the particular part, term, condition or provisions held to be invalid.
6. The Lessor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Lessor

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.

If the Lessor is an individual or sole proprietorship, the following applies:

1. The Lessor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Lessor indicates on such attestation form that he or she is a qualified alien, the Lessor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Lessor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Lessor understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat.

Sect. 4-108.E. This Lease Agreement contains the entire Lease Agreement between the Parties, and there are no other written or oral promises, Lease Agreements or warrants which may affect it. This Lease Agreement 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:

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

Lessor: _____
Bellevue Rod and Gun Club
P.O. Box 332
Bellevue, NE 68005

**XIII.
BREACH**

Should either Party breach, violate or abrogate any term, condition, clause, or provision of this Lease Agreement, the non-breaching Party may, at its discretion, terminate this Lease Agreement forthwith, upon written notice to the other. This provision shall not preclude the pursuit of other remedies for breach of Lease Agreement as allowed by law.

**XIV.
SECTION CAPTIONS**

The captions appearing under the section number designations of this Lease Agreement are for reference only and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and conditions of this Lease Agreement.

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: Public Works Department Lease Agreement

On December 31, 2011 the Public Works Department Lease with the Bellevue Rod & Gun Club will terminate. The new lease is essentially the same as the previous with the exception of annual rent being increased from \$1,750 to \$2,500. The building is used for Sarpy County vehicle storage and maintenance.

Both the Public Works Department and Purchasing feel this is acceptable and recommend approval. If you have any questions, please contact me at 593-4476.

August 15, 2011



Beth Cunard

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Denny Wilson