

**BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING LEASE AGREEMENT WITH JAMES AND CLAIRE HAMPTON**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into a lease agreement with James and Claire Hampton ("Lessors") to provide Sarpy County with a site for conducting the lawful business of county government, primarily a storage site for sand, salt, gravel and other items necessary for the safety of the traveling public, a copy of the lease agreement is attached hereto; and

WHEREAS, entering into the lease agreement with Lessors is in the best interests of the citizens of Sarpy County and the traveling public.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves the lease agreement with Lessors, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the lease agreement with Lessors and any other related documents, the same being approved by the Board.

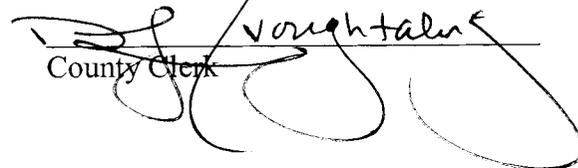
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 5<sup>th</sup> day of October, 2013.

Attest

SEAL



  
Sarpy County Board Chairman

  
County Clerk

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE SUITE 1220  
PAPILLION, NE 68046



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

## Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Public Works Lease

For several years the County has leased approximately 4 acres of land for the storage of sand, salt and gravel. The proposed lease is for a one (1) year period and can renew annually for up to five (5) additional years. This lease has been very advantageous for the County and is recommended for approval.

October 31, 2013

Beth Garber

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

**LEASE AGREEMENT**  
**PUBLIC WORKS DEPARTMENT FACILITY ON GILES ROAD**

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, hereinafter "Lessee" and the James R. Hampton, Sr., and Claire Hampton, husband and wife, hereinafter "Lessor".

**I.**  
**DEMISE, DESCRIPTION AND USE OF PREMISES**

Lessor leases to Lessee and Lessee from Lessor, 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 Sarpy County Nebraska and more particularly described as:

**The west Two Hundred and Fifty Nine Feet (259') of Tax Lot 6, located in the NW 1/4 of Section 20, Township 14N, Range 13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska,**

**Consisting of approximately 3.92 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, 2014, through and including the 31st day of December, 2014. Such term may be renewed annually for a maximum of five (5) 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 this Lease Agreement, the expressed "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 One Thousand Seven Hundred Fifty Dollars (\$1,750.00) 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 possesses the premises in fee simple and has full rights to make and enter into the Lease Agreement. Lessee shall have quiet and peaceable possession of the premises during the term of this Lease Agreement.

**V.  
LESSOR'S RIGHT OF ENTRY**

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the 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 premises.

**VII.  
IMPROVEMENTS TO 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 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 premises as Lessee, in its sole discretion, may from time to time deem necessary. Lessee shall, at Lessee's

sole expense, remove any and all structures, fences, retaining ponds, appurtenances or fixtures in, on, under or to the premises at such time as the Lessee vacates the property. Lessor may waive the Lessee's obligation to remove said structures.

**VIII.  
PROHIBITION AGAINST DUMPING**

Lessee shall cause to be erected such signs, notices, and warnings prohibiting dumping on or about the premises as Lessee may deem necessary. Lessee shall notify law enforcement authorities of illegal dumping upon the premises, and take such steps as may be necessary to enforce state statutes and local ordinances which prohibit dumping on or upon the premises. Lessee shall also notify adjacent landowners of such prohibitions, and of Lessee's intent to seek prosecution of those persons responsible for illegal dumping.

**IX.  
UTILITIES**

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

**X.  
INDEMNIFICATION OF LESSOR**

Lessor shall not be liable for any loss, injury, death or damage to persons or property that at any time may be suffered or sustained by Lessee or by any person whatsoever may, at any time, be used, occupying, or visiting the premises, or whatsoever may be on or about the premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of lessee or of any elected official, officer, agent, or employee of Lessee. Lessee shall indemnify Lessor against any and such claims, liability, loss, or damage whatsoever, on account of any such loss, injury, death or damage, savings only such loss, injury, death or damage which may arise by reason of the intentional acts, negligence or misconduct of Lessor, or Lessor agents and/or employees.

**XI.  
REDELIVERY OF PREMISES**

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

and conditions of this Lease Agreement. Lessee shall, however, exercise its best efforts to remove any hazardous substances or toxic material, salt, gravel or other material Lessee shall have stored on the property, including the retention pond, if any. Lessee shall, however, expend no more than Twenty-Five Thousand Dollars (\$25,000) in its efforts to remove said hazardous substances or toxic material, salt, gravel, retention pond or other materials which have been stored on the land.

**XII.  
LIENS AND ENCUMBRANCES**

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

**XIII.  
COMPLIANCE WITH LAWS AND OTHER PROVISIONS**

- A. Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 2012), 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 warrants 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, officers, employees and agents, harmless from any and all claims, costs, loss or liability, of whatever type and kind, which may arise or allegedly arise from the activities of

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 Rehabilitations 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 2009), Lessor and Lessee declare, promise, and warrant that they have complied with 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 2012), 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 shall participate in any decision relating to this Lease Agreement 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 Lessee, nor any member of its governing bodies, have any interest, director 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 provision 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 provision held to be invalid.

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 by 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, Suite 1250  
Papillion, NE 68046

Lessor: James R. Hampton, Sr. or Claire Hampton  
4401 Giles Road  
Omaha, NE 68147

#### **XIV.**

#### **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.

#### **XV.**

#### **SECTION CAPTIONS**

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

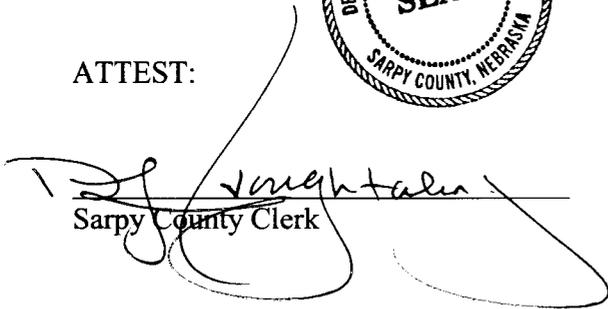
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 5<sup>th</sup> day of November, 2013.

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

(Seal)

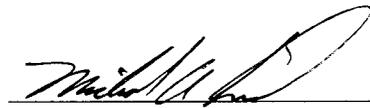


ATTEST:

  
\_\_\_\_\_  
Sarpy County Clerk

 11-5-2013  
\_\_\_\_\_  
Chairman  
Sarpy County Board of Commissioners

Approved as to form and content:

  
\_\_\_\_\_  
Deputy County Attorney

James R. Hampton, Sr. & Clair Hampton  
Lessor

By: Claire Hampton

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Witness