RESOLUTION APPROVING LEASE AGREEMENT WITH LEROY KELLER FOR LAND MAINTENANCE
ADJACENT TO THE LANDFILL

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

WHEREAS, there is land available for lease adjacent to the Sarpy County Landfill as outlined in the proposed lease document attached hereto; and,

WHEREAS, Neb. Rev. Stat. §23-107.01, requires the County Board to hold a public hearing to allow the public to speak for or against the proposed lease and raise any issues regarding fair market value of the property and said public hearing was on March 6, 2018 with notice published in the Suburban newspapers on February 21, 2018 and February 28, 2018; and,

WHEREAS, Neb. Rev. Stat. § 23-107.01, also requires the County Board to set a date at which the Lease will be offered to the highest bidder within two months of the public hearing. Additionally, the land to be leased should be leased with the purpose of weed control for areas adjacent to the Landfill; and,

WHEREAS, pursuant to Resolution No. 2018-067, the Purchasing Department requested bids for the property identified above March 7, 2018 until March 14, 2018 at 2:00 PM. Further, Resolution No. 2018-067 set the Lease Date as March 20, 2018; and,

WHEREAS, Leroy Keller responded to the bid request and is the highest bidder with the use of the land as weed control.

WHEREAS, a public hearing regarding said Lease Agreement was held before the Sarpy County Board of Commissioners on March 6, 2018 pursuant to Neb. Rev. Stat. § 23-107.01; and,

WHEREAS, the attached Lease Agreement is in the best interests of the citizens of Sarpy County.

NOW THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the County Board approves the Lease Agreement with Leroy Keller, as attached hereto.

BE IT FURTHER RESOLVED THAT the Chairman and County Clerk are to take such further action as may be necessary to consummate the transactions contemplated herein.

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 the 20th day of ____________, 2018.

Attest

Sarpy County Board Chairman

County Clerk

[Signature]

[Seal]
Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Landfill Farm Lease

For several years the County has contracted with a local farmer to maintain the land surrounding the JJC and Sheriff’s Office. This has been very beneficial for the County for weed control purposes. The Landfill has approximately 15 acres that could benefit from a weed control lease.

Requests for proposals were sent to twelve (12) people. Two (2) people responded to the request. The proposal from Leroy Keller was the most advantageous for the County at a $11,100 total lease value. Mr. Keller currently performs weed control services at the JJC and Sheriff’s Office. The rent per acre for the properties is listed below:

<table>
<thead>
<tr>
<th>Location</th>
<th>Total Farmable Acres</th>
<th>Rent per Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Juvenile Justice Center</td>
<td>15</td>
<td>$106</td>
</tr>
<tr>
<td>Sheriff’s Office</td>
<td>20</td>
<td>$212</td>
</tr>
<tr>
<td>Landfill</td>
<td>15</td>
<td>$148 (average over 5 years)</td>
</tr>
</tbody>
</table>

It is recommended that the attached farm lease for land maintenance at the Landfill be approved. Should you have any questions, you may contact me at bgarber@sarpy.com

March 15, 2018

Beth Garber

Cc: Deb Houghtaling
    Dan Hoins
    Scott Bovick
    Brian Hanson
    Art Beccard
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 adjacent to the Landfill at 16301 Fairview Road, Springfield, Nebraska 68059, legally described as follows:

Tax lot 7 15-13-11 (20 AC); and,

WHEREAS, Lessor desires to lease 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 May 1, 2018 to March 1, 2019. Such term may be extended in one-year increments beginning March 1, 2019 for up to five years, upon written acknowledgement of the Parties. If extended, such agreement must be agreed upon no later than February 1st 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 Landfill. Any damage is the responsibility of the Lessee.
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 Juvenile Justice Center 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 $600 for year one with $300 due upon Lease execution and $300 due November 1, 2018. Such rent is effective for the term of the Lease, ending on March 1, 2019. Rent for years two through five shall be $2,625 per year, broken down as follows: $1,312.50 being due April 1 of each year and $1,312.50 being due November 1 of each year. 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), 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 may apply to this Lease, including but not limited to those set forth herein.
D. Pursuant to Neb. Rev. Stat. §23-3113, 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 Rd.
Papillion, NE 68046

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 [20th] day of March ________, 2018.

(Seal)

ATTEST:

[Signature]  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

[Signature]  
Chairperson  
Sarpy County Board of Commissioners

Approved as to Form:

[Signature]  
Deputy County Attorney

[Signature]  
Vendor: [Signature]

[Signature]  
By: [Signature]