

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

09/000563

RESOLUTION APPROVING ADDENDUM TO AGREEMENT WITH THREE GALS AND A KART, LTD. FOR COFFEE SERVICES AT THE SARPY COUNTY COURTHOUSE

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, the County of Sarpy previously entered into an agreement with Three Gals and a Kart, Ltd. to provide coffee services at the Sarpy County Courthouse; and,

WHEREAS, the parties are desirous of amending the provisions of said Agreement by this Addendum.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts this addendum to the agreement with Three Gals and a Kart, Ltd for coffee services at the Sarpy County Courthouse, 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 addendum to the agreement with Three Gals and a Kart, Ltd., a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 20<sup>th</sup> day of October, 2009.

Moved by Tom Richards, seconded by Patrick Thomas, that the above Resolution be adopted. Carried.

YEAS:

Tom Richards

NAYS:

None

ABSENT:

Rich Jansen

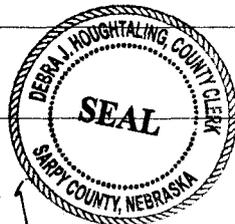
Tom Jones

Tom Richard

ABSTAIN:

None

Patrick J. Thomas



Debra J. Houghtaling  
County Clerk

Approved as to form

Michael P. [Signature]  
Deputy County Attorney

**ADDENDUM TO AMEND AGREEMENT  
WITH THREE GALS AND A KART, LTD FOR COFFEE SERVICES.**

This Addendum is entered into by and between Three Gals and a Kart, Ltd. (hereinafter "Lessee") and Sarpy County, Nebraska, a body politic and corporate (hereinafter "Lessor").

WHEREAS, the parties have previously entered into an agreement to provide for coffee services at the Sarpy County Courthouse; and,

WHEREAS, the parties are desirous of amending the provisions of said Agreement by this Addendum.

NOW, THEREFORE, it is hereby agreed by and between the parties:

I.

The prior Agreement between the parties is hereby amended by the terms of this Addendum.

II.

Section 2 shall be amended to read, "TERM. The primary term of this lease is five (5) years commencing on November 1, 2009 until October 31, 2014 unless sooner terminated as hereinafter provided."

III.

Section 3.1 shall be amended to read, "Commission is due and payable on the fifteenth day of each month following the month in which the commission was earned and commencing with the commencement of the term of this lease. First commission payment shall be due on December 15, 2009 payable to Sarpy County Treasurer, and forwarded to Brian E. Hanson, Sarpy County Fiscal Administrator, Sarpy County Courthouse, 1210 Golden Gate Drive, Papillion, Nebraska 68046, or to such other address as the Lessor may designate by a notice in writing."

IV.

The Lessee's address in Section 5 shall be amended to read, "3 Gals and a Kart, Ltd., 1111 N. 102<sup>nd</sup> Court, Ste. 330, Omaha, NE 68114."

V.

Section 8.4 shall be amended to read, "Lessee will pay forty five dollars (\$45) monthly

charge for phone/data lines due the 15<sup>th</sup> of each month beginning December 15, 2009.

VI.

Section 12 shall be amended to read, "DESTRUCTION OF THE PREMISES. Should the premises be made unfit for occupancy due to fire or other unavoidable casualty, tenancy shall immediately be suspended and Lessee shall pay commission only to the date of such occurrence. The portion of any advance lease payment which is attributed to the period of time after the Lease has terminated in the above manner shall be refunded by Lessor to Lessee. If the damage is not of a permanent nature, Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense and the commission payments shall be suspended until the premises have been put in proper condition for occupancy."

VII.

Section 12.1 shall be amended to read, "As used herein, the phrase "unfit for occupancy" shall mean that the premises can be restored within 100 days for reoccupancy by tenant. In the event the restoration extends beyond such period of time, Lessee shall have the sole and exclusive right to decide to reoccupy after restoration or treat this Lease as completely terminated."

VII.

The remaining terms and conditions of said prior Agreement shall remain unchanged.

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereby affix our signatures and seals as shown on the following signature pages.

THREE GALS AND A KART, LTD.

*(Givney/Impstarc)*  
By: *[Signature]*  
Its: *[Signature]*  
Corporate Officers

SARPY COUNTY

*Joni Jones*  
By: Joni Jones  
Its: Sarpy County Board Chairman



*Genee Lunsman*  
County Clerk - *Asst. Deputy*

Approved as to form:

*[Signature]*  
County Attorney/Deputy