

**BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA  
RESOLUTION APPROVING SECOND 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 and Addendum 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 and Addendum by this Second Addendum.

NOW, THEREFORE, BE IT RESOLVED By the Sarpy County Board of Commissioners, that this Board hereby approves and adopts this Second Addendum to the Agreement and Addendum 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 Second Addendum to the Agreement and Addendum with Three Gals and a Kart, Ltd., and any other related documents, the same being approved by the Board.

DATED this 15<sup>th</sup> day of March, 2011.

MOVED by Jim Warren, seconded by Jim Thompson, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

none

none

[Signature]

\_\_\_\_\_

\_\_\_\_\_

[Signature]

\_\_\_\_\_

ABSTAIN:

[Signature]

\_\_\_\_\_

none

[Signature]

\_\_\_\_\_

Attest:

SEAL



[Signature]  
County Clerk

**SECOND 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 which was subsequently amended by an addendum dated October 20, 2009; and,

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

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

I.

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

II.

Section 3 shall be amended to read, "Rental/Occupancy. Lessee agrees to pay a 2% commission on gross monthly sales beginning March 1, 2011 through the end of the lease term."

III.

Section 8.4 shall be amended to read, "Lessee will pay a fifteen dollar (\$15.00) monthly charge for data lines due the 15<sup>th</sup> of each month beginning March 1, 2011."

IV.

Statements detailing the revenues and expenditures in the form of an annual profit/loss summary of the Lessee shall be provided to Lessor on an annual basis, no later than April 15 of the following year, with the first year commencing March 1, 2011. The Lessor's Fiscal Administrator and Deputy County Administrator will review the summary and if it is determined by Lessor that profits have improved over the previous year, the commission shall be increased to a mutually agreed upon amount, not to exceed eight (8) percent of gross revenues

V.

**ABANDONMENT.** If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof by ceasing to operate and pay commission due under this Lease for a period of two (2) months, Lessor may, at Lessor's option, obtain possession of the Premises with ten (10) days written notice to Lessee, and without becoming liable to Lessee for damages

or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then, upon ten (10) days written notice to Lessee, Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

VI.

The remaining terms and conditions of said prior Agreement and Addendum 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.

*Steve Targetac* 8/24/11

By: \_\_\_\_\_

Its: \_\_\_\_\_

SARPY COUNTY

*Tom Richards*  
3/15/11

By: Tom Richards

Its: Chairman

SEAL

ATTEST:

*Dee Knighting*  
County Clerk



10 Feb 11

TO: Brian Hanson

Mr. Scott Bovick

FROM: Legal Grounds Coffee Kiosk (attn: Mrs. Grace Tingstad)

SUBJECT: Request to Modify Three Gals and a Kart Coffee Services Agreement (7 April 2009 and Addendum to Agreement)

1. Three Gals and a Kart (Legal Grounds Coffee Kiosk) provide a coffee service at the Sarpy County Courthouse as described in the 7 April 2009 agreement and in the Addendum to the Agreement. To date, Legal Grounds has been in operations over thirteen months and continues to operate at a loss. Significant changes have been made to Legal Grounds operations to cut costs, such as reducing hours of operations and streamlining our suppliers. Legal Grounds has also advertised heavily in the Sarpy County Courthouse. These changes have still not provided enough sales and savings to operate at a profit. Based upon the desire of Legal Grounds to continue to provide a service to a loyal customer base at the Sarpy County Courthouse while not operating at a loss, Legal Grounds proposes the following amendments to the original agreement (dated 7 April 2009). Request these be effective 1 Feb 2011.
  - A. Paragraph 3, Rental/Occupancy – change to read 2% commission on gross monthly sales.
  - B. Paragraph 8.4, Phone lines – reduce the phone charge to \$15 so as to remove the telephone line and telephone while keeping in the data line – 1536, which is used for credit card transactions.
2. Request to keep Para A and Para B as amended until Legal Grounds begins to operate profitably. At such time, Legal Grounds is obligated to notify Sarpy County and Sarpy County can request to renegotiate the commission rate.
3. It is the intent of Legal Grounds to continue to operate for the length of the original agreement. If Legal Grounds continues to operate at a loss however, we will provide Sarpy County written notice no later than 30 Apr 11. At such time, we will notify if our intention is to cease operations or sell to another operator.

Thank You for your consideration.

GRACE TINGSTAD

Majority Owner



BRIAN J. TINGSTAD

Minority Owner



# Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046-2895  
593-4155

[www.sarpy.com](http://www.sarpy.com)

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



## COMMISSIONERS

Rusty Hike District 1  
Jim Thompson District 2  
Tom Richards District 3  
Jim Nekuda District 4  
Jim Warren District 5

## MEMO

March 15, 2011

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: Resolution to Approve Amendment to Agreement with Legal Grounds

In 2009 the County Board approved an agreement with Legal Grounds to operate the coffee kiosk near the courts in the Courthouse. Unfortunately, the coffee kiosk has not experienced the traffic originally expected when the agreement was established. County Administration and Fiscal have worked closely with Grace Tingstad from Legal Grounds over the past year to discuss various ideas to help make the operation more profitable for them and for the County. Grace has been a committed partner and it is clear to us that she is pursuing every option possible with regard to her operations, pricing, staffing, etc. to be successful.

At this time, however, Grace has requested to amend the agreement to reduce the commission Legal Grounds pays the County from 8% of gross revenue to 2% of gross revenue, and reduce the phone/data charge from \$45.00 per month to \$15.00 per month as Legal Grounds does not use the phone line as originally planned. As you see from the agreement, profit/loss will be reviewed annually, and if Legal Grounds' profit improves, the County and Legal Grounds can renegotiate the percentage of gross revenue to increase in the future.

As part of the amendment, the County Attorney has added provisions clarifying the County's ability to act in the case of abandonment, which was not previously contained in the agreement.

Administration and Fiscal recommend approval of the changes and appreciate all of Legal Grounds' efforts, cooperation, and hard work during their first year of operation.

Please let me know if you have any questions. Thank you.

  
\_\_\_\_\_  
Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling  
Mark Wayne  
Brian Hanson  
Kerry Schmid

# Deb Houghtaling

Fred Uhe  
Chief Deputy

# Sarpy County Clerk

Renee Lansman  
Assistant Chief Deputy

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1210 Golden Gate Drive • Papillion, Nebraska 68046-2895  
Phone: 402-593-2105 • Fax: 402-593-4471 • Website [www.Sarpy.com](http://www.Sarpy.com) • Email: [Clerk@sarpy.com](mailto:Clerk@sarpy.com)

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March 17, 2011

3 Gals and a Kart Ltd.  
Grace Tingstad  
1111 N. 102<sup>nd</sup> Court, Ste. 330  
Omaha NE 68114

RE: Addendum to Agreement for Coffee Services

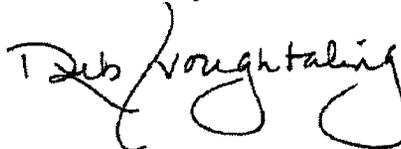
Resolution 2011-080: Authorize Chairman to sign second addendum to amend agreement with Three Gals and a Kart, Ltd. dba Legal Grounds for coffee services. Scott Bovick, Deputy County Administrator

MOTION: Resolved by Warren, seconded by Thompson, to approve the resolution for the second addendum on file at the County Clerk's office. Ayes: Hike, Thompson, Richards, Nekuda & Warren. Nays: None.

Please find enclosed two (2) originals of the subject agreement which has been approved and signed by the Chairman of the Board on March 15, 2011. Upon completion, please provide one original for Sarpy County records.

**Mail to:** Sarpy County Clerk  
Attn: Kendra Koehler  
1210 Golden Gate Dr.  
Papillion NE 68046-2895

Sincerely,



Deb Houghtaling  
Sarpy County Clerk

Enclosures (2)  
DH/kk