



DATE: September 27, 2016
TO: Mayor Coleman
City Councilmembers
FROM: Trey Fletcher, ACM
RE: Item 11F – 5-year lease with Travis County ESD No. 2

The lease provided in the Council Packet has been further amended in two respects. Section 3.03 has been removed and replaced in its entirety with the language shown below. Section 5.02 has had language removed as shown below. These changes have been reviewed and approved as to form by the City Attorney's Office for consideration.

Section 3.03 Additional Rent. Land will invoice Tenant for the Additional Rent on a monthly basis, and Tenant agrees to pay the Additional Rent invoiced within 15 days of the date of the invoice from Landlord.

Section 5.02 Manner of Use. Tenant shall not cause or permit the Leased Premises to be used in any way which constitutes a violation of any law, ordinance, governmental regulation or order, or written policy of Landlord, which annoys or interferes with the rights of tenants of the Project, or which constitutes a nuisance or waste. ~~Landlord shall not cause or permit the Project to be used in any way which constitutes a violation of any law, ordinance, governmental regulation or order, which annoys or interferes with the rights of any tenants of the Project, or which constitutes a nuisance or waste. Landlord shall not obstruct, disturb, or interfere with the rights of Tenant or any way injure or annoy them. Landlord shall not make any noises by any means which are likely to disturb Tenant.~~ Landlord and Tenant shall not permit any operation which emits any odor or matter which intrudes into other portions of the Project (including smoking tobacco products), use any apparatus or machine which makes undue noise or causes vibration in any portion of the Project or otherwise interferes with, annoys or disturbs any other tenant in its normal business operations, or if applicable, Landlord in its management of the Project. Tenant shall neither permit any waste to be on the Leased Premises, nor allow the Leased Premises to be used in any way which would, in the opinion of Landlord, be extra hazardous on account of fire or which would in any way increase or render void the fire insurance on the Project. Tenant shall obtain and pay for all permits, including a certificate of occupancy, required for Tenant's occupancy of the Leased Premises and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the Leased Premises, including the Occupational Safety and Health Act, and the Americans With Disabilities Act.

Staff recommends approval of the agreement as amended here.