

13-78

MOTION TO AMEND NO. 1

I hereby move to amend Bill No. 13-78 by amending the Lease Agreement attached to Bill No. 13-78 as Attachment A to substitute the attached page amending Section 13.5.

Introduced by:

Approved as to Form and Legality:

City Attorney

Requested by: City of Lincoln Information Services

Reason for Request: To specify the communication cabling shall mean Single Mode fiber optic cable minimum of 6 strand.

paragraph shall be subject to the terms and conditions specified in the Third Amended and Restated Operating Agreement and such rules and regulations promulgated by the City of Lincoln as are generally applicable to other persons using the parking facilities.

- 13.4 Other: Lessor will provide trash removal, snow/ice removal from parking lots, building entrances, exits, surrounding sidewalks and driveways, lawn care, and interior and exterior pest control and services to correct any unsafe condition in a timely manner. All maintenance-related services including, but not limited to, electrical (including light tube/bulb/ballast replacement and installation), mechanical (including furnace filters installation and replacement and other routine maintenance services), plumbing (including clearing clogged toilets and drains within twenty-four (24) hours of notification), structural, roof, lawn services, pest control, etc., shall be provided by Lessor as part of the rental rate. Lessor is responsible for snow and ice removal of entrances/exits, and sidewalks as soon as practicable after cessation of snow, sleet, or icy weather. If conditions warrant, additional snow and ice removal may be needed during the business day based on conditions and the accumulation of snow, sleet, and ice.

Lessor agrees to paint the walls of the Demised Premises every five (5) years with at least one (1) coat of paint; to repair/replace carpet that is worn or becomes hazardous; shall have the carpet cleaned annually and spot cleaning will be performed, as needed, throughout the year, at Lessor's expense.

- 13.5 Lessee/Tenant Agency agrees to pay the monthly charges to provide telephone and/or computer networking services supplied to the Demised Premises for the use of Tenant Agency. The Lessor provides wi-fi at the facility of which the Demised Premises are a part. The Tenant Agency, together with Lessor and Lessor's other tenants, may use the wi-fi. Provided, however, that wi-fi is provided by the Lessor for the occasional and sporadic use of the Lessee/Tenant Agency and the Lessor's other tenants and is not intended to be used as a primary internet connection. Lessee/Tenant Agency agrees that it will contract for and maintain an internet connection through a third-party internet provider at its own expense which will be used as Lessee/Tenant Agency's primary internet connection. It is the responsibility of Lessor to ensure adequate entrance facilities are provided by the local communications company for the services required. Lessor shall provide and install at Lessor's cost communication cabling, which shall mean Single Mode fiber optic cable minimum of 6 strand, to the Lessee's data closet as identified on Exhibit B and Lessor shall provide at Lessor's cost wall outlets and conduit for communication needs as requested by the Lessee as a part of the remodeling of the Demised Premises. The Lessee shall be responsible for installing and paying the cost of any additional cabling desired by the Lessee or the Tenant Agency. Lessee is responsible for providing and paying the cost of additional communication cabling, Cat 5e or another choice of Lessee, to each desk and work station. A current copy of the labeling scheme shall be provided to both Tenant Agency and Lessor by the installer upon request by either Party throughout the Term of this Lease.

JH
7/16/13

- 13.6 Lessee/Tenant Agency agrees to pay all costs and monthly charges to provide cable service to the Demised Premises, if any.
- 13.7 Elevator Service. The Lessor has the right under the Third Amended and Restated Operating Agreement referenced above to use the elevators owned by the City of Lincoln, and located at Lot 2, Block 1, Centrum Block Addition and to permit its Lessees to do so. Subject to the terms of that agreement, the Lessor agrees to permit Lessee and Tenant Agency to use said elevators. Lessee has reviewed the terms of the Third Amended and Restated Operating Agreement and understands the