

**13th Amendment to Master Co-location and Shared Services Agreement between ImOn
Communications LLC and City of Dubuque**

Pursuant to the Master Co-locations and Shared Services Agreement between City of Dubuque (City) and ImOn Communications, LLC (ImOn), dated October 16, 2017 and attached hereto, the Parties hereby agree to the following PROJECT STATEMENT:

Narrative description of co-location and service sharing:

- City will allow ImOn access to and use of certain presently unused conduit, for purposes of providing broadband communication services and support to the community of Dubuque.
- ImOn is responsible for obtaining all permits required from federal, state and local government including but not limited to the Iowa Department of Transportation, the United States Corps of Engineers, the Iowa Dept. of Natural Resources and affected railroads, if any, for work on the conduit.
- City shall have the right of prior review and approval of any installations, repairs, restoration, relocations, improvements, enhancements and maintenance of the conduit and fiber contained therein proposed by ImOn.
- Any additional conduit and fiber capacity available or added, other than that which is specifically designated for ImOn, shall be considered City assets and its future use controlled by City.
- During the term of this Project Statement ImOn will have the responsibility to manage and maintain the conduit and fiber therein, including but not limited to the following:
 - ImOn shall provide physical assets and management services to City for its needs as it relates to this conduit.
 - If ImOn incurs costs associated with future fiber repairs, fiber restoration or fiber re-location City will reimburse ImOn for a percent of such costs on a pro-rata basis based on the proportionate amount of capacity being used by City.
 - Each party will notify the other if it detects any problems that may interrupt service. ImOn contact is _____. City contact is Dave Ness, 563-589-1722; dness@cityofdubuque.org.

Co-location or service site: The co-location and/or service site for this PROJECT STATEMENT is generally described as below and as further shown in Exhibit A:

- Shared service activity, installation, repair, restoration, relocations, improvements and enhancements of such facilities starting at the existing City vault located at approximately 2119 Chaplin Schmitt Drive and running north and west for approximately 3,500 feet to the existing conduit located on 2598 Greyhound Park Road, and as further specified in the attached Exhibit A.

Scope of shared service to be provided by City to ImOn:

- Access to 3,500 linear feet of micro-duct starting at the existing City vault located at approximately 2119 Chaplin Schmitt Drive and running north and west for approximately 3,500 feet to the existing conduit located on 2598 Greyhound Park Road, and as further specified in the attached Exhibit A.

Scope of shared service to be provided by ImOn to CITY:

- Boring of 1,450 linear feet and placement of two 2" and one 7-way conduit, with an estimated cost of \$26,100.
- Placement of two city provided R900 vaults, with an estimated cost of \$1,100.

Charges and Payment Terms: The total costs to City in implementing services and fulfilling its responsibilities under this Project Statement is \$14,350. (2,050 If X \$7.00 per lf)

The total costs for ImOn implementing services to City and fulfilling its responsibilities under this Project Statement is estimated at \$27,200

ImOn shall be provided a license credit for the difference between actual and approved costs of providing the services within this agreement and the sum of \$14,350, presently estimated at \$12,850.

There are no additional charges or payment terms required for the implementation of this Project Statement.

Term of Project:

Start Date: March 15, 2023

20 years from the start date with 5-year extensions at the mutual agreement of the parties.

Project Statement accepted:

Dated: _____

Dated: _____

CITY OF DUBUQUE, IOWA

ImOn Communications

By: _____

Michael Van Milligen, Dubuque City Manager

***ImOm shall provide City with invoices showing actual costs. Any deduction of conduit licensing fees shall be based upon actual costs.**

Q Casino
Bore (1) 1.25 from yardy to Q Casino
pull in 12 count fiber

R 900

Bore (1) 7way Futurepath conduit 3.450'
from existing hand hole, place 2 city R900
hand holes, and (1) IMON yardy hh
Pull from Ice Arena (1) 72 count micro fiber

Existing City duct

Ice Arena