

**AMENDMENT NUMBER ONE TO LEASE AGREEMENT FOR USE OF CITY
RACEWAY BETWEEN ADVANCED COMMUNICATIONS TECHNOLOGY, INC.,
AND THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING**

1. **Parties.** This Amendment is made and entered into by and between Advanced Communications Technology, Inc. ("Company"), whose address is 290 N Brooks St, Sheridan, WY 82801; and the City of Gillette, Campbell County, Wyoming, ("City") whose address is 201 East 5th Street, Gillette, WY 82716.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between the Company and the City which was duly executed on December 31, 2018, and which became effective December 31, 2018 ("Original Agreement). The purpose of this Amendment is to allow the Company to add additional raceway(s) and to provide additional Facility Location Map(s), Exhibit(s) ACT-A-014 through ACT-A-019, which is attached as Exhibit B and made a part of this Agreement.

The Original Agreement, dated December 31, 2018, provided for the initial lease of Raceway(s) to the Company for the total lease amount of (\$0.47) per raceway per foot per year; a three percent (3%) rent increase per year; and payment by the Company of all construction costs associated with the requested conduit system and the Raceway(s) ("Construction Fee").

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of the Original Agreement.
4. **Payment.** The monthly rent to be paid by Company to the City shall be \$0.49862 per raceway per foot per year. The specific area where the Fiber Optics will be installed is described in Exhibit(s) ACT-A-014 through ACT-A-019. Rent shall be paid in advance, on or before the first day of each year, for that period's rental, during the term of this Amendment. The Company understands and agrees that the rent shall automatically increase by three percent (3%) per year on the first day of each calendar year. All rental payments shall be made to the City.

The Company shall pay the Construction Fee within thirty (30) days after receipt of an invoice from the City.

The initial payment shall be made within thirty (30) days after receipt of an invoice following acceptance of the Agreement. This initial payment for the additional raceway(s) segments will be prorated for the remainder of the year in which this Amendment is accepted.

5. **Additional Responsibilities of Contractor.** The Company has not taken on any additional duties.
6. **Additional Responsibilities of Agency.** The City has not taken on any additional duties.

7. **Special Provisions**

- A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Agreement between the City and the Company, including but not limited to governmental immunity, and including all prior amendments to this Agreement shall remain unchanged and in full force and effect.

8. **General Provisions**

- A. **Entirety of Contract.** This Amendment, consisting of three (3) pages, and Exhibit B, ACT-A-014 through ACT-A-019, Facility Location Map, and the Original Agreement consisting of eight (8) pages, and Exhibit A, ACT-A-001 through ACT-A-013 - Facility Location Map(s), represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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9. **Signatures.** The parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment One to the Original Agreement between the City and the Company, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

The effective date of this Amendment is the date of the signature last affixed to this page.

CITY OF GILLETTE

Louise Carter-King, Mayor

Date

COMPANY

Aaron Sopko – General Manager
for Advanced Communications Technology, Inc.

Date

(S E A L)
ATTEST:

Cindy Staskiewicz, City Clerk

CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM

Anthony M. Reyes


Date

EXHIBIT B

ACT Raceway Lease Table of Contents

<u>Exhibit</u>	<u>Description</u>	<u>Date</u>
ACT-A-001	Sequoia Tower to Walmart	11/2018
ACT-A-002	Burma Tower to Echeta Tower	11/2018
ACT-A-003	CenturyLink to 6 th Street & Stocktrail Avenue	11/2018
ACT-A-004	6 th Street & Stocktrail Avenue to Campbell County Hospital	11/2018
ACT-A-005	Campbell County Hospital	11/2018
ACT-A-006	Campbell County Hospital to Coltrane Tower	11/2018
ACT-A-007	CenturyLink to 5 th Street & Kendrick Avenue	11/2018
ACT-A-008	6 th Street & Stocktrail Avenue to Westover Road	11/2018
ACT-A-009	Westover Road to Westover Substation	11/2018
ACT-A-010	Westover Road to 4-J Road & Lakeway Road	11/2018
ACT-A-011	4-J Road & Lakeway Road to Sequoia Tower	11/2018
ACT-A-012	4-J Road & Lakeway Road to Lakeway Learning Center	11/2018
ACT-A-013	Walmart to Prime Rib Tower	11/2018
ACT-A-014	Highway 59 – Sequoia Tower to Southern Drive	3/2020
ACT-A-015	4-J Road & Lakeway Road to Southern Drive	3/2020
ACT-A-016	CenturyLink to 8 th Street & Veterans Drive	3/2020
ACT-A-017	4 th Street & Gurley Avenue to 8 th Street & Veterans Drive	3/2020
ACT-A-018	8 th Street & Veterans Drive to Prime Rib	3/2020
ACT-A-019	Coltrane Tower to Hwy 14-16	3/2020



 Lease Route
 Start Point: F922
 End Point: F928

Approx. Route Distance: 9,873 LF

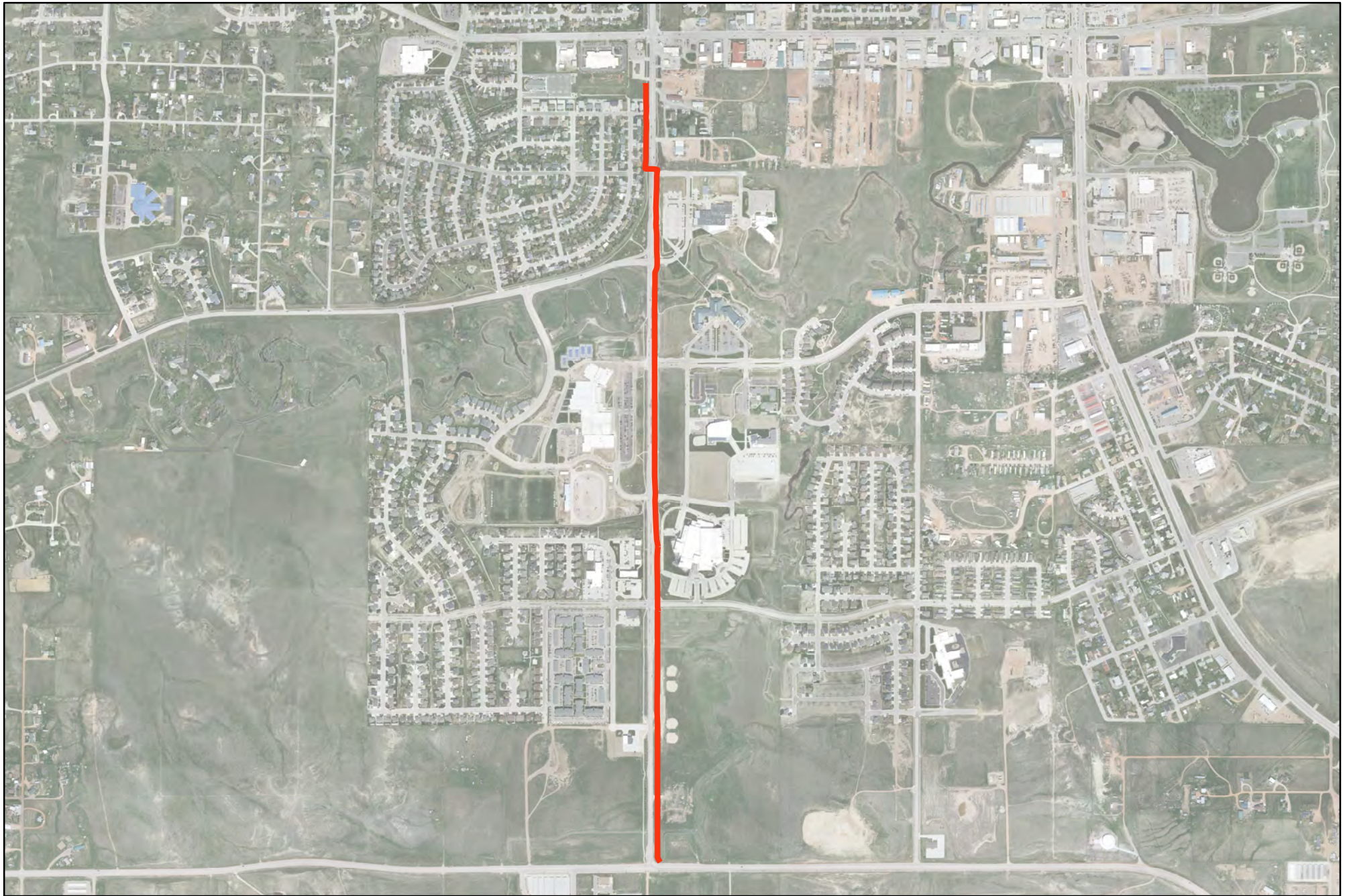
General Description

Sequoia Tower
to Southern Drive



CITY OF GILLETTE
 ELECTRICAL ENGINEERING
 611 N EXCHANGE AVE
 GILLETTE, WYOMING 82716
 (307) 686-5277

**FIBER OPTIC
 RACEWAY LEASE
 ACT-A-014**



Lease Route
Start Point: F919
End Point: F955

Approx. Route Distance: 7,742 LF

General Description

4-J Road & Lakeway Road
to Southern Drive



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ELECTRICAL ENGINEERING
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**FIBER OPTIC
RACEWAY LEASE
ACT-A-015**

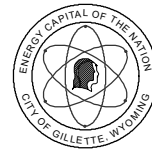


Lease Route
 Start Point: F927
 End Point: F923

Approx. Route Distance: 3,706 LF

General Description

CenturyLink to
 8th Street & Veterans Drive



CITY OF GILLETTE
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 611 N EXCHANGE AVE
 GILLETTE, WYOMING 82716
 (307) 686-5277

**FIBER OPTIC
 RACEWAY LEASE
 ACT-A-016**



Lease Route

Start Point: New ACT Vault
End Point: F942

Approx. Route Distance: 2,853 LF

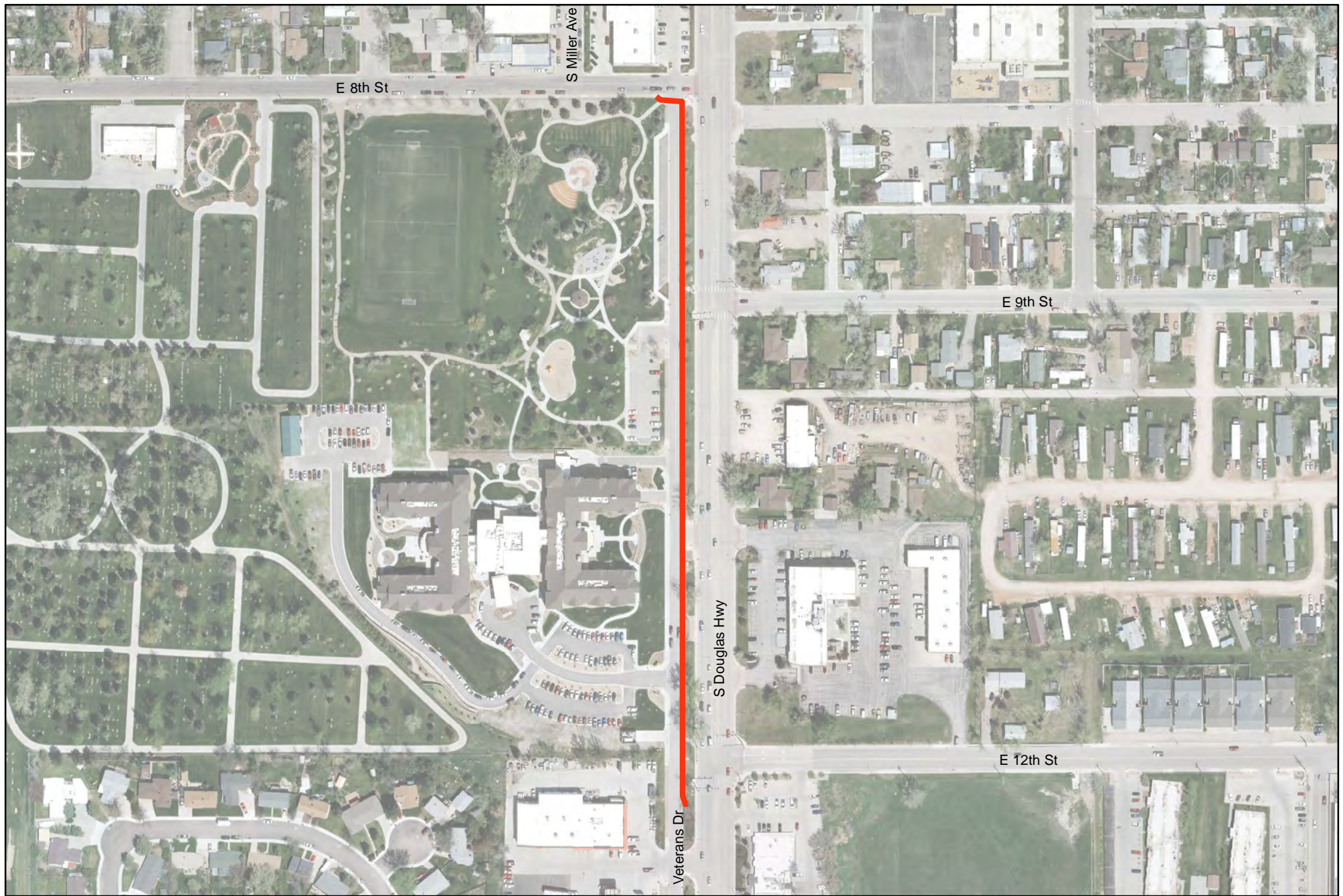
General Description

4th Street & Gurley Avenue
to 8th Street & Veterans Drive



CITY OF GILLETTE
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(307) 686-5277

**FIBER OPTIC
RACEWAY LEASE
ACT-A-017**



Lease Route
Start Point: F942
End Point: F902

Approx. Route Distance: 1,431 LF

General Description


8th Street & Veterans Drive
to Prime Rib



CITY OF GILLETTE
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611 N EXCHANGE AVE
GILLETTE, WYOMING 82716
(307) 686-5277

**FIBER OPTIC
RACEWAY LEASE
ACT-A-018**



 Lease Route
 Start Point: F908
 End Point: F923

Approx. Route Distance: 4,690 LF

General Description

Coltrane Tower
to Hwy 14-16



CITY OF GILLETTE
 ELECTRICAL ENGINEERING
 611 N EXCHANGE AVE
 GILLETTE, WYOMING 82716
 (307) 686-5277

**FIBER OPTIC
 RACEWAY LEASE
 ACT-A-019**