

RESOLUTION NO. 17-18
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCIL MEMBER Belinda Kenley ON THE 19th
DAY OF February, 2018.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MIAMI VALLEY COMMUNICATIONS COUNCIL, CITY OF KETTERING, CITY OF MIAMISBURG, CITY OF MORAINE, CITY OF OAKWOOD, CITY OF SPRINGBORO AND CITY OF WEST CARROLLTON FOR CONSTRUCTION AND MAINTENANCE OF A BROADBAND FIBER NETWORK.

WHEREAS, there is a desire to construct a broadband fiber network in and around the geographical region, with the goal of realizing benefits that include faster internet speed, cheaper rates, shared service, and increased connectivity; and

WHEREAS, the Miami Valley Communications Council (MVCC) is to take the lead in establishing this broadband fiber network with the Cities of Centerville, Kettering, Miamisburg, Moraine, Oakwood, Springboro and West Carrollton (Participants); and

WHEREAS, certain broadband fiber improvements currently exist in and around the Participants' geographical region, including: 1) segments constructed by Independents Fiber Network ("IFN") ("IFN Segments"); and 2) segments owned and operated by some of the Participants ("Municipal Segments"); and

WHEREAS, the Participants desire to provide for the construction of approximately 18.6 miles of new broadband fiber and related improvements ("New Segments") that will combine with and connect the IFN Segments and the Municipal Segments to create a fiber optic "ring" in the geographical region (the "Network"); and

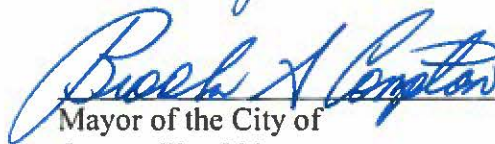
WHEREAS, it is in the best interests of the City to enter into a Memorandum of Understanding (MOU) with these other entities.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:

Section 1. The City hereby agrees to enter into a Memorandum of Understanding (MOU) with the MVCC and the Participants identified above and the City Manager is hereby authorized to execute the MOU in a form substantially similar to the MOU attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 19th day of February, 2018.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 17-18, passed by the Council of the City of Centerville, Ohio on the 19th day of February, 2018.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and among the Miami Valley Communications Council, a regional council of governments organized pursuant to Ohio Revised Code Chapter 167 ("MVCC") and the municipalities of Centerville, Kettering, Miamisburg, Moraine, Oakwood, Springboro and West Carrollton, all being Ohio municipal corporations (collectively the "Participants"), effective as of the ____ day of _____, 2018 ("Effective Date").

WHEREAS, the Participants desire to construct a broadband fiber network in and around their geographical region, with the goal of realizing benefits that include faster internet speed, cheaper rates, shared service, and increased connectivity; and

WHEREAS, certain broadband fiber improvements currently exist in and around the Participants' geographical region, including: 1) segments constructed by Independents Fiber Network ("IFN") ("IFN Segments"); and 2) segments owned and operated by some of the Participants ("Municipal Segments"); and

WHEREAS, the Participants desire to provide for the construction of approximately 18.6 miles of new broadband fiber and related improvements ("New Segments") that will combine with and connect the IFN Segments and the Municipal Segments to create a fiber optic "ring" in the geographical region (the "Network"); and

WHEREAS, the parties have obtained separate commitments from the Kettering City School District ("KCS D") and the Miami Valley Educational Computer Association ("MVECA") that will help contribute to the cost of construction for the New Segments and will reduce the cost of construction for the Participants; and

WHEREAS, the parties desire to outline their respective obligations, duties, and expectations through this MOU;

NOW, THEREFORE, the parties agree as follows:

1. Incorporation. The foregoing recitals are hereby incorporated as terms of this MOU as if fully rewritten herein.
2. Construction.
 - A. Construction of New Segments. The Participants will each provide for (as set forth in this paragraph 2) the construction of their portion of the New Segments identified as "To be Constructed" on Exhibit A attached hereto and incorporated herein.

- B. Contribution of Municipal Segments. For each of the Participants that owns any of the Municipal Segments (identified as “Existing” on Exhibit A hereto) such Participant will contribute that segment by leasing the rights to its use to MVCC as set forth in paragraph 3.
 - C. Buildout. MVCC will serve as the general contractor for the construction of the New Segments by retaining third parties to perform all necessary labor and to provide all necessary materials. The buildout will include all necessary labor and materials to connect the New Segments with the IFN Segments and the Municipal Segments, and to construct any laterals necessary to connect individual government centers (not to include fire stations, public works buildings, golf courses, or other non-governmental center public buildings), access centers, or other terminals, for the Participants to the Network.
 - D. Cost. The Participants will each pay a percentage of the cost of construction according to their population, as set forth in Exhibit B attached hereto and incorporated herein. In the event that MVCC obtains any funding from third-party sources for the construction of the New Segments (e.g. grants), such funding will be allocated toward each Participant’s share of the construction cost in the same proportion as their payment obligation set forth in Exhibit B.
 - E. IFN Exchange Agreement. MVCC will enter into a contract with IFN for the exchange of fiber strand use within the IFN Segments. At a minimum, such agreement shall include the exchange of the use of 8 fiber strands within the New Segments and/or the Municipal Segments for 12 fiber strands within the IFN Segments, and shall include no net maintenance obligations for the Participants.
3. Ownership and Lease. The New Segments shall be owned by the respective Participants according to the portions of the physical infrastructure constructed in accordance with Exhibit A attached hereto. The Participants shall lease their respective portions of the New Segments and the Municipal Segments to MVCC, and give MVCC the right to sublease those segments to third parties as described below in this MOU.
4. Use, Maintenance, and Repair.
- A. Responsibility. MVCC will retain third parties to repair and/or maintain the New Segments and Municipal Segments as necessary. This repair and maintenance shall include both the physical infrastructure of the segments and all necessary information technology maintenance for the segments, together with all marking of the fiber lines for Ohio Utilities Protection Services (“OUPS”), to ensure the segments maintain optimal operating condition. MVCC will further enter into contract(s) for the provision of internet service via the Network. For all such

agreements, MVCC shall provide primary contact information for individuals necessary to ensure 24-hour per day, seven days a week support.

- B. Cost. The Participants will split all costs associated with the use, maintenance, and repair of the New Segments and the Municipal Segments equally.

5. Management and Allocation.

- A. Oversight Committee. MVCC shall form an Oversight Committee comprised of one voting member from each of the Participants. The Oversight Committee shall, by majority vote, decide how the New Segments and the Municipal Segments will be managed and/or allocated going forward, including but not limited to:

- i. Leasing or trading the rights to use of any portion of the Network from other owners, including any other municipalities, governmental entities, or private entities;
- ii. Leasing or trading the rights to the use of any portion of the New Segment and/or Municipal Segments to other users, for profit or otherwise, including but not limited to KCSD, MVECA, school districts, information technology centers, municipalities, governmental entities, and/or private users;
- iii. Authorizing the admittance of new participants or expansion of the segments and negotiating the terms and conditions of any such new participants or expansion;
- iv. Reallocating, Redistributing, or reinvesting revenue from the segments; and
- v. Instructing MVCC to contract for additional technology services to be distributed to the Participants via the Network and establishing cost-splitting formulas.

- B. Responsibility. MVCC shall enter into any contracts recommended or approved by the Oversight Committee for purposes of carrying out the management and allocation duties set forth in paragraph 5(A).

6. Termination. This MOU may be terminated at any time by: 1) the majority vote of the Oversight Committee that the Agreement be terminated; and 2) the approval of the termination of this MOU by MVCC.

MIAMI VALLEY COMMUNICATIONS COUNCIL

By: _____
Brian Humphress
Executive Director

Date: _____

CITY OF CENTERVILLE

By: _____
Wayne Davis, City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Scott A. Liberman, Law Director
Date: _____

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

I, Jonathan T. Hudson, Finance Director of the City of Centerville, hereby certify that the funds for payment of the contractual obligations set forth in the Memorandum of Understanding have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

Jonathan T. Hudson
Finance Director

CITY OF KETTERING

By: _____
Mark Schwieterman, City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Theodore Hamer, Law Director
Date: _____

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

I, Nancy Gregory, Finance Director of the City of Kettering, hereby certify that the funds for payment of the contractual obligations set forth in the Memorandum of Understanding have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

Nancy Gregory
Finance Director

CITY OF MIAMISBURG

By: _____
Keith Johnson, City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Phil Calahan, Law Director
Date: _____

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

I, George Perrine, Finance Director of the City of Miamisburg, hereby certify that the funds for payment of the contractual obligations set forth in the Memorandum of Understanding have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

George Perrine
Finance Director

CITY OF MORAINE

By: _____
David Hicks, City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Robert Portune, Law Director
Date: _____

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

I, Richard Sexton, Finance Director of the City of Moraine, hereby certify that the funds for payment of the contractual obligations set forth in the Memorandum of Understanding have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

Richard Sexton
Finance Director

CITY OF OAKWOOD

By: _____
Norbert Klopsch, City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Robert Jacques, Law Director
Date: _____

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

I, Cindy Stafford, Finance Director of the City of Oakwood, hereby certify that the funds for payment of the contractual obligations set forth in the Memorandum of Understanding have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

Cindy Stafford
Finance Director

CITY OF SPRINGBORO

By: _____
Christine Thompson, City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Alan Schaeffer, Law Director
Date: _____

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

I, Robyn Brown, Finance Director of the City of Springboro, hereby certify that the funds for payment of the contractual obligations set forth in the Memorandum of Understanding have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

Robyn Brown
Finance Director

CITY OF WEST CARROLLTON

By: _____
Brad Townsend, City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Lori Denlinger, Law Director
Date: _____

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

I, Thomas Reilly, Finance Director of the City of West Carrollton, hereby certify that the funds for payment of the contractual obligations set forth in the Memorandum of Understanding have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

Thomas Reilly
Finance Director

MOU Exhibit "A"

<u>Centerville</u>		<u>Mileage</u>	
To be Constructed	City Limits (~Oak Valley)/Whipp to Whipp/Wilmington to Wilmington/Brown School Rd	0.8	
To be Constructed	48/Spring Valley to City Limits (~Normandy)/Spring Valley	0.5	
To be Constructed	City Limits (~Spring Valley)/Yankee to Yankee/Austin	1.22	
			Total New Fiber 2.52 miles
		<u>Mileage</u>	<u>Strands</u>
Existing	Bigger/Hewitt to Bigger/Alex Bell	1	16
Existing	Bigger/Alex Bell to Alex Bell/48	1.56	16
Existing	Alex Bell/48 to Franklin/48	1.05	16
Existing	Franklin/48 to Spring Valley/48	1	16
			Total Existing 4.61 miles
<u>Kettering</u>		<u>Mileage</u>	
To be Constructed	Stroop/Braddock to Stroop/Woodman to Wilmington/Brown School	2.4	
To be Constructed	Bigger/Whipp to City Limits (~Oak Valley)/Whipp	0.7	
To be Constructed	County Line/Straight Arrow to County Line/Research	0.5	
To be Constructed	Dixie/Sacramento to Dixie/Schantz to Schantz/City limits	0.7	
			Total New Fiber 4.3 miles
		<u>Mileage</u>	<u>Strands</u>
Existing	Southdale Elem. to Shroyer/Storms	2.5	2
Existing	Beavertown Elem to Shroyer/Storms	2.1	2
Existing	Greenmont Elem to Shroyer/Storms	4.6	2
Existing	Fairmont HS to Shroyer/Storms	0.6	2
Existing	JFK Elem to Bigger/Whipp	0.55	2
Existing	Stroop/Braddock to County Line/Straight Arrow	2	16
Existing	Stroop/Woodman to 3600 Shroyer	2.5	8
Existing	3600 Shroyer to Far Hills/East	1	2
Existing	Bigger/Whipp to Bigger/Hewitt	0.3	16
Existing	Dixie/Sacramento to Dixie/Dorothy	0.9	2

Existing	Dixie/Hoyle to Dixie/Stroop	0.35	2
----------	-----------------------------	------	---

Total Existing	17.4 miles
----------------	------------

To be Constructed	<u>Oakwood</u> Schantz/Kramer to Schantz/City Limit
-------------------	--

<u>Mileage</u>	0.3
----------------	-----

Total New Fiber	0.3 miles
-----------------	-----------

Existing	Far Hills/East to Gov Center/Park Ave
Existing	Gov Center/Park Ave to Oakwood Ave/Schantz to Schantz/Kramer

<u>Mileage</u>	1.3	<u>Strands</u>	2
	1.1		2

Total Existing	2.4 miles
----------------	-----------

To be Constructed	<u>Moraine</u> Main/Dryden to Dryden/City Limit
-------------------	--

<u>Mileage</u>	0.2
----------------	-----

Total New Fiber	0.2 miles
-----------------	-----------

Existing	Dixie/Dorothy to Kettering Blvd/Hoyle to Hoyle/Dixie
Existing	Stroop/Dixie to Winwood to Main/Dryden

<u>Mileage</u>	0.9	<u>Strands</u>	2
	1		2

Total Existing	1.9 miles
----------------	-----------

To be Constructed	<u>West Carrollton</u> City Limit/Dryden to Dryden/E Central to W Central/City Limit
-------------------	---

<u>Mileage</u>	3.6
----------------	-----

Total New Fiber	3.6 miles
-----------------	-----------

	<u>Miamisburg</u>	<u>Mileage</u>
To be Constructed	W Central/City Limit to N Main/Public Works Bldg	1
		Total New Fiber 1 miles

	<u>Springboro</u>	<u>Mileage</u>
To be Constructed	Austin/741 to City Limit (~W Tech)/741	0.61
	City Limit (~N of Pennyroyal)/741 to Central/741	1.93
		Total New Fiber 2.54 miles

	<u>MVCC</u>	<u>Mileage</u>
To be Constructed	741 (~from W Tech to N of Pennyroyal) in Clearcreek/Washington Twp	0.15
	741/Austin Pk to Austin Pk/Yankee in Washington Twp	1.56
	Yankee/City Limits to Yankee/Spring Valley to Spring Valley/City Limits in Washington Twp	1.66
	County Line/Research Park to 4085 Shakertown Rd in Beavercreek	0.88
		Total New Fiber 4.25 miles

MOU Exhibit "B"

SUMMARY OF OPTIONS

10-year Cost of Construction:	Population Split
10-year Use, Maintenance, & Repair Costs:	Equal Split
Total Project Cost	970,000
MVECA Extension Cost Share	(35,000)
KCSD Fiber Lease	<u>(225,000)</u>
Remainder	710,000

<u>10-year Cost of Construction:</u>	
Kettering share	\$ 272,367.76
Centerville share	\$ 116,385.41
Oakwood share	\$ 44,625.97
Moraine share	\$ 30,586.39
West Carrollton share	\$ 63,738.22
Miamisburg share	\$ 97,869.66
Springboro share	\$ 84,426.59
Subtotal	\$ 710,000.00

<u>10-year Use, Maintenance, & Repair Costs:</u>	
Kettering share	\$ 43,594.29
Centerville share	\$ 43,594.29
Oakwood share	\$ 43,594.29
Moraine share	\$ 43,594.29
West Carrollton share	\$ 43,594.29
Miamisburg share	\$ 43,594.29
Springboro share	\$ 43,594.29
Subtotal	\$ 305,160.00

<u>10-year Total:</u>	
Kettering share	\$ 315,962.05
Centerville share	\$ 159,979.70
Oakwood share	\$ 88,220.25
Moraine share	\$ 74,180.68
West Carrollton share	\$ 107,332.50
Miamisburg share	\$ 141,463.95
Springboro share	\$ 128,020.87
Total	\$ 1,015,160.00