

McHenry County Network Consortium Agenda

Woodstock Community School District 200 Office
227 W. Judd St., Woodstock, IL

Thursday January 11, 2017
1:30 PM

Call to Order:

Roll Call:

Additions or Corrections to Minutes

Approval of Minutes: December 14, 2017

Public Input:

New Business:

1. Approve Memorandum of Understanding:
McHenry County Network Consortium and Illinois Fiber Ventures, Inc.

Discussion:

Adjournment:

Next Meeting: March 8, 2018

Location: Woodstock Community School District 200 Office, 227 W. Judd St., Woodstock, IL

ATTENDANCE AND ROLL CALL VOTE

January 11, 2017

MEMBER: **Attendance**

PETER AUSTIN, TREASURER:

AL BUTLER:

TIKI CARLSON, SECRETARY:

MIKE MOAN:

ROSCOE STELFORD, CHAIRMAN:

Guests:

JANA BLAKE

RISA HANSON

DAN MCELMEEL

ROB RASMUSSEN

TINA SHELDON

TOM SULLIVAN

JERRY SWEDBERG

Additional Guests:

McHenry County Fiber Network Consortium

December 14, 2017 Meeting Minutes

Mike Moan called the McHenry County Fiber Network Consortium Meeting to order December 14, 2017, at 1:33 PM at Woodstock Community School District 200 Office.

Member Present: Peter Austin, Tiki Carlson, Mike Moan, Dan McElmeel (City of Woodstock), Rob Rasmussen (MCC).

Members Absent: Al Butler and Mike Moan

Others Present: Tina Sheldon and Tom Sullivan, McHenry County IT; Herb Kuryliw, NIU for Illinois Fiber Ventures, Inc.; and Ed Conlon, NIU

The minutes from November 9, 2017, were presented to the board for review.

MOTION: by Peter Austin, second by Dan McElmeel, to accept the November 9, 2017, minutes as presented. All members present voted AYE. Motion passed.

FINANCIAL UPDATE: In meeting packet

PRESENTATION: Herb Kuryliw, NIU for Illinois Fiber Ventures, Inc. – presented the board with the opportunity for a business agreement to provide dark fiber and dim services to prospective customers.

PUBLIC INPUT: none

OLD BUSINESS: none

NEW BUSINESS:

- 1) Approval of Invoices - Invoices were presented for approval.
 1. Approve Evans, Marshall, and Pease PC Invoice in the amount of \$3950.00
 2. Approve Sentinel invoice for November in the amount of \$1070.00
 3. Approve Sentinel invoice for December in the amount of \$1070.00
 4. Approve Sentinel 2018 Annual invoice in the amount of \$12,840.00
 5. Approve G4S Emergency Maintenance invoice in the amount of \$3792.00
 6. Approve SmartNET renewal (Sept 2017 to Dec 2018) in the amount of \$5944.00

MOTION: by Peter Austin, second by Dan McElmeel, to approve the invoices as presented. A roll call vote was taken. Members voting AYE: Austin, Carlson, Moan, McElmeel, and Rasmussen. Motion passed.

- 2) Approve FY18 Budget – the budget was presented for approval.

MOTION: by Peter Austin, second by Rob Rasmussen, to approve the budget as presented. A roll call vote was taken. Members voting AYE: Austin, Carlson, Moan, McElmeel, and Rasmussen. Motion passed.

- 3) Approval Quarterly Meeting Schedule and location.

MOTION: by Tiki Carlson, second by Dan McElmeel, to approve the quarterly meeting schedule as presented. All members present voted AYE. Motion passed.

TECHNICAL COMMITTEE:

- 1) Rob Rasmussen advised that ICN Fiber is being replaced on December 22nd between 8 AM and 4:30 PM, south of MCC.

DISCUSSION: The need for a meeting in January was discussed, and will be held on January 11, 2018 at 1:30 PM.

ADJOURNMENT:

MOTION: by Peter Austin, second by Dan McElmeel, to adjourn at 2:23 PM. All members present voted AYE. Motion passed.

NEXT MEETING:

1:30 PM Thursday, January 11, 2018

Woodstock Community School District 200 Office, 227 W. Judd St., Woodstock, IL

**MEMORANDUM OF UNDERSTANDING
McHenry County Network Consortium
and
Illinois Fiber Ventures, Inc.**

November 27, 2017

Purpose

An ambition shared by the McHenry County Network Consortium ("MCNC") and Illinois Fiber Ventures, Inc. ("Ventures") to foster regional partnerships for the advancement of fiber optics and high-speed broadband for municipal initiatives, business and economic opportunities in the MCNC region. The purpose of this MOU is to establish a collaborative relationship between MCNC and Ventures to further the realization of a fiber optic cabling infrastructure and high-speed broadband services throughout the MCNC Region. As opportunities arise for expansion of the infrastructure, both Ventures and MCNC will evaluate the opportunity and determine if resources are available for participation. For each expansion project, Ventures and the MCNC will negotiate terms and expected contributions of each party. No expansion work will begin until a written agreement is signed by each party.

This MOU details the specifics of a resource-sharing agreement between Ventures and the MCNC that would facilitate achievement of the goals outlined above.

Substance

Each attachment to this document shall describe a specific project. The attachment for each project shall identify the following components for each project:

1. Project objective
2. List the responsibilities of each party
3. Identify any property rights gained by each party to the project.
4. Identify the maintenance expectations.
5. Identify operational aspects of each party
6. Identify the costs structure of the project.

Authority

The authority to implement the sharing of optical network resources outlined in this document is delegated to:

For MCNC:

Roscoe Stelford, Chairman
Woodstock, IL, 60098
815-338-4301
Rstelford@woodstockil.gov

For Ventures:

Matthew Parks, Executive Director
DeKalb IL, 60115
815.753-720
mparks2@niu.edu

Policy

Significant expansion of allocated resources or the scope of this collaboration shall require modification of this agreement.

Operational Management

To expedite installation and day to day operations each party may designate a primary technical point of contact:

For The MCNC:

Daniel McElmeel
Network Director
Woodstock, IL
815-338-4300
dmcelmeel@woodstockil.gov

For Ventures:

Herbert Kuryliw
Director Business Development
DeKalb IL, 60115
815-753-7220
hkuryliw@niu.edu

**MEMORANDUM OF UNDERSTANDING
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Attachment A

Fiber Optic and DIM services

1. Project Objective

To develop a cooperative arrangement between Ventures and the MCNC whereas Ventures will be the sales agent for dark fiber sales over the MCNC fiber optic cabling system owned by MCNC. In addition to the direct dark fiber sales, Ventures will deliver a DIM Service product (Services that extend the Ventures transport network over MCNC dark fiber using a third-party Internet Service Provider) to support regional customers in the public and private sector.

2. List the responsibilities of each party

Both parties agree that MCNC shall make available to Ventures:

Fiber availability – Where MCNC has fiber designated as available for use by other parties, Ventures will have the authority to assign and allocate designated fiber optic cable strands for use by third party customers. Ventures and MCNC agree on the wholesale pricing of fiber optic cabling to Ventures as presented in Exhibit-1 of this attachment. Pricing can be subject to changes or modified when agreed to by both parties to ensure current market rates in the fiber services market; changes will be reflected in Exhibit-1 of this agreement.

Access to Fiber System – MCNC will allow access to the fiber optic cabling system by allowing approved contracted third parties to enter handhole system with customer-owned fiber cable. MCNC will coordinate with Ventures and third party "watch and protect" services for entry into the handhole system to assure contractor properly accesses handhole system. MCNC will provide Ventures with a list of preferred county vendor(s) for splicing and accessing the fiber optic cable. It is understood that no other third party, including Ventures has the right to penetrate and splice into the MCNC Fiber unless approved by MCNC.

Fiber Documentation - MCNC will make available to Ventures, on an ongoing basis, current map routes of the fiber optic cabling system in either KMZ or ESRI file formats and fiber pair allocations and ensure proper documentation of fiber optic system owned by MCNC.

Emergency Services- MCNC recognizes Ventures expertise in the management of fiber optics systems and will allow Ventures to dispatch a MCNC preferred contractor in the event of a fiber optic cabling cut or disruption of services. MCNC will be notified in the event of such emergencies. MCNC will provide emergency contacts to Ventures for these types of events.

Both Parties agree that Ventures shall make available to MCNC:

24 Hour Network Operation Center (NOC) support – Ventures will make available to contracted customers of the MCNC fiber optic network a support number for 24/7/365 as a call and dispatch center in the event of service interruption. Ventures will assess the severity of the service call and dispatch resources as necessary to remedy any service interruptions.

Billing and Contract agency for MCNC – Ventures will provide billing services to customers that are contracted through Ventures sales using MCNC fiber optic network resources. Ventures will arrange with MCNC the process and recurrences of billing transfers between each party based on contractual billing to the customer. Ventures is not responsible or obligated for payment to MCNC as a result of non-payment or delinquent payment from customers.

Ventures will present contractual agreements for dark fiber Indefeasible Right to Use (IRU) and lease on behalf of MCNC as a sales agency. All IRU's and fiber leases will be contracted directly with MCNC with a reference to Ventures as the billing agent. Any requested changes or amendments to contracts requested by the customer will be consulted and agreed between Ventures and MCNC with MCNC as the final authority of signature to IRU and fiber lease agreements. Ventures will be allowed to markup pricing above the wholesale rates as defined in Exhibit-1 for IRU and fiber leases as payment for services Ventures offers.

Ventures will present contractual agreements for DIM services to customers with Ventures as the signature authority. Ventures will include the MCNC rate within the DIM services contract as defined in Exhibit-1 for use of MCNC fiber strands required to connect customers to the network. All DIM service contracts will be held by Ventures.

3. Identify any property rights gained by each party to the project.

The fiber optic cabling system and contracts for IRU and dark fiber leases remain ownership of MCNC

DIM Services contracts remain ownership with Ventures.

Equipment required for each party will remain exclusive property of purchasers.

4. Identify the maintenance expectations.

Both parties understand that the network equipment under this agreement will be maintained by Ventures. MCNC understands that in the event of equipment failure, Ventures will perform a best effort to repair the equipment within a reasonable time.

Both parties understand that the fiber optics cabling system will be maintained by MCNC. Ventures understands that in the event of a fiber cut or

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failure, MCNC will work with Ventures to restore services within a reasonable time. MCNC is responsible for any financial obligations for maintenance and repair of all fiber cabling systems owned by MCNC.

5. Identify the costs structure of the project.

Costs for DIM Services that connects the customers to the fiber optic system will be covered as capital expenditures in the quoted services encumbering no additional expenses to MCNC. Upon successful delivery of product, MCNC will be paid upon receipt of customer payment through the agreed upon price within the contract including splicing, labor or other materials that are identified in the quoted process.

Review of Attachment A

MCNC

Roscoe Stelford, Chairman
McHenry County Network Consortium

Date

Ventures

Matthew Parks
Executive Director

Date

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Exhibit A

Pricing Structure for Fiber Optic Sales

MCNC Wholesale Dark Fiber Rates for IRU to Ventures

Calculations will be based on minimums if required for shorter fiber routes.

Minimum Strand Miles = 20

Minimum Linear Miles = 10

16-20 Year IRU

IRU Fee per mile = \$750

IRU Yearly Maintenance per Mile = \$150.00 up to 6 strands.

10-15 Year IRU

IRU Fee per mile = \$825

IRU Yearly Maintenance per Mile = \$175.00 up to 6 strands.

5-9 Year IRU

IRU Fee per mile = \$937.50

IRU Yearly Maintenance per Mile = \$187.50 up to 6 strands.

MCNC Wholesale Dark Fiber Lease to Ventures

Calculations will be based on minimum of 1 mile for one or two strands of fiber. All fiber distances are rounded to the nearest whole number.

Fiber Lease Contract base fees

Base Monthly fee for 1st mile = \$300

Additional monthly price/mile = \$50

1-3 Year Contract

0% Discount off Base Fee

4-5 Year Contract

2% Discount off Base Fee

6-10 Year Contract

5% Discount off Base Fee

11-20 Year Contract

7% Discount off Base Fee

MCNC DIM Service Fiber Price to Ventures

Two strands of fiber from Distribution Site to nearest Customer Handhole

1-3 Year contract \$199.00/Month

4-10 Year Contract \$149.00/Month