



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5358)

Meeting: 08/30/22 09:00 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5358

Meeting Attachments

ATTACHMENTS:

- 083022 Cooperative Agreement between MO. Dept. Conservation and Heritage Foundation (PDF)
- 083022 BROADBAND INITIATIVE UPDATE (PDF)
- 083022 BROADBAND INITIATIVE PARTICIPATION AGREEMENT (PDF)
- 083022 Engineering Services Agreement - Broadband (PDF)

COOPERATIVE AGREEMENT BETWEEN
CHRISTIAN COUNTY COMMISSION, THE
MISSOURI DEPARTMENT OF CONSERVATION, AND THE MISSOURI
CONSERVATION HERITAGE FOUNDATION

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION AND MISSOURI CONSERVATION HERITAGE FOUNDATION HABITAT ENHANCEMENT LOW WATER CROSSING ASSISTANCE PROGRAM made and entered into this ___ day of _____, 20 ___, by and between CHRISTIAN COUNTY COMMISSION (the "County"); the MISSOURI DEPARTMENT OF CONSERVATION (the "Department"), an agency of the State of Missouri; and the MISSOURI CONSERVATION HERITAGE FOUNDATION (the "Foundation"), a nonprofit corporation that advances the conservation and appreciation of forest, fish, and wildlife resources by applying financial resources to the priorities of the Missouri Department of Conservation in collaboration with donors and other partners.

WITNESSETH:

WHEREAS, the County maintains a low water stream crossing on Woods Fork Road over the Woods Fork Creek (the "crossing"), as more fully described on attached Exhibit A; and

WHEREAS, the County is interested in replacing this crossing, and that this low water crossing is structurally impaired and in need of replacement; and

WHEREAS, the Department and the Foundation acknowledge the importance and need for this crossing to be structurally modified to facilitate fish passage and sediment transport; and

WHEREAS, the Department and the Foundation wish to assist in making structural modifications to the crossing by providing financial assistance and technical advice pertaining to fish and sediment passage; and

WHEREAS, the Foundation has funds available through the Stream Stewardship Trust Fund, an in-lieu fee mitigation instrument managed in cooperation with the US Army Corps of Engineers, to assist in selected projects of this kind in cooperation with the Department and other partners.

NOW THEREFORE, in consideration of the mutual performance of all covenants,

A. THE COUNTY AGREES:

- 1) To obtain structural design plans from a qualified professional engineer for constructing a stream low water crossing appropriately modified to facilitate fish passage and sediment transport while still allowing for the safe passage of vehicular traffic over the crossing.

- 2) To provide labor, materials, and supervision for construction and development as specified in attached Exhibit B.
- 3) To provide standard maintenance as specified in attached Exhibit C.
- 4) To the extent allowed by law, and subject to the sovereign immunity limits on the liability applicable to counties, release, indemnify and hold harmless the Department and the Foundation against any claim arising out of or in connection with the construction, modification, maintenance, or use of the crossing as designed or installed.
- 5) To incorporate fish passage and sediment transport into the subsequent design and construction of a similar low bridge crossing whenever this crossing must be repaired or replaced.

B. THE DEPARTMENT AND FOUNDATION AGREE:

- 1) To provide financial and technical assistance as specified in (Exhibit B).
- 2) To assist in securing the proper permits for the project.
- 3) To promote fish passage and sediment transport considerations for other low water crossing projects by using this crossing as a demonstration site.
- 4) To conduct physical stream habitat photo monitoring and fish surveys to document the effects of modifying the crossing.

C. The following specific project provisions are agreed to by all parties, and shall remain in effect for the duration of this Agreement unless otherwise amended in writing:

- 1) This Agreement is for the purpose of improving stream habitat by allowing fish passage and sediment transport, as it relates to this crossing.
- 2) All Department, Foundation and County covenants are subject to availability of funding.
- 3) This Agreement shall become effective upon execution by all parties. It shall expire at the end of the effective life of the project, but not less than thirty years from the effective date. The owner of the crossing is and shall remain the County.
- 4) In the event of breach or default of this Agreement by the County, or should this Agreement be terminated by the County for other than breach or default by the Department or Foundation, the County shall reimburse both parties for their respective share of the costs of improvements to the crossing, minus the total amount actually expended by the County to maintain said crossing as previously set out. In the event of breach or default of this Agreement by the Department or Foundation

prior to its expiration date, all improvements installed to the crossing by the Department or Foundation shall nevertheless remain the property of the County at no cost.

This agreement may be amended as desired by the mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

MISSOURI DEPARTMENT OF CONSERVATION

BY _____ Date: _____
REGIONAL RESOURCE MGMT CHIEF

Approved as to Form: _____

MISSOURI CONSERVATION HERITAGE FOUNDATION

BY _____ Date: _____
Executive Director

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 30th day of August, 2022 at Christian County, Missouri.

DATED: 8/30/2022



Ralph Phillips, Presiding Commissioner

DATED: 8-30-22

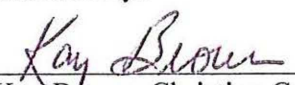


Hosea Bilyeu, Western Commissioner

DATED: 8-30-22



Lynn Morris, Eastern Commissioner

Attested By:


Kay Brown, Christian County Clerk



Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.


Amy Dent, Christian County Auditor

APPROVED AS TO FORM:

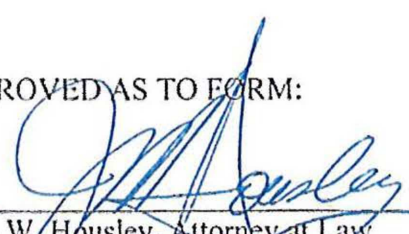

John W. Housley, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

EXHIBIT A (to contain site specific and location)

Woods Fork Rd. over Woods Fork Creek, Christian County, MO.
GPS Coordinates Lat: 36.903263, Lon: -93.23474.



EXHIBIT B

The Department agrees to provide a cash grant of no more than \$160,582.50 made possible by the Missouri Conservation Heritage Foundation (Stream Stewardship Trust Fund) to incorporate fish passage and sediment transport considerations into the low water crossing on Christian County Woods Fork Road over Woods Fork Creek and to provide technical advice. The intent of this cash grant is to fund the removal and replacement of the crossing which allows for fish passage and sediment transport. The County shall be fiscally responsible for \$290,441.63 of the project. The County may use in-kind services toward their obligation. Therefore, funds from this cash grant can be used for demolition, removal, design plans, structural material, labor and reimbursement to the County for any increase above their base share directly related to improving fish passage and sediment transport.

The County agrees to the following conditions and to provide, labor, materials, and supervision for construction and development of the following:

- 1) To construct a professionally designed and engineered concrete, clear span low water bridge (approximately 50 feet long X 24 feet wide) over Woods Fork Creek on Woods Fork Road in Christian County.
- 2) A Department representative must approve the design plans as to suitability for fish and sediment transport only prior to constructing the crossing. Failure to obtain Department approval of design plans as to suitability for fish and sediment transport only will be considered a breach of this agreement by the County. Design plans and related correspondence will be shared with the Corps of Engineers and the IRT.
- 3) A Department representative must approve the construction project as to suitability for fish and sediment transport only, upon completion. Failure to obtain this approval of the completed project will be considered a breach of this agreement by the County. Correspondence related to the Department's review and approval of the project will be shared with the Corps of Engineers and the IRT.
- 4) The County will provide the Department a copy of all applicable invoices for materials, supplies, or contract work utilized in the construction of the crossing along with a copy of payment vouchers reflecting payment by the County for said materials, supplies and contract work. After the Department receives a copy of the invoices and payment vouchers from the County, the Department will coordinate reimbursements to the County for the expenditures, not to exceed a total of \$160,582.50.
- 5) The County will provide the Department a copy of all applicable records of in-kind service. The County will use FEMA rates to calculate in-kind charges.
- 6) The County will comply with all applicable federal, state, and local laws, rules, and regulations governing the construction of the crossing specified herein, including but not limited to employment practices and special permits and will obtain all required federal, state, and local permits.

- 7) Replacement or modification of the approved structure that may negatively impact its suitability for fish and sediment transport only may not be conducted without the prior approval of the Department in consultation with the Corps of Engineers.
- 8) Construction shall begin as soon as practicable after January 1, 2023.
- 9) Construction shall be completed and all related invoices and payment vouchers shall be submitted to the Department by the County no later than June 30, 2023.

EXHIBIT C

STANDARD LOW WATER CROSSING MAINTENANCE

The County agrees to provide maintenance sufficient to keep the crossing in a safe and operational condition and to maintain an unobstructed stream channel. In accomplishment of this, the County agrees:

- 1) To remove gravel and flood debris from the deck of the crossing as needed.
- 2) To remove snags and obstructions from the stream channel, in the immediate vicinity of the crossing, if flow under the crossing is obstructed.
- 3) To examine the crossing immediately following high flow events for scour or undercutting that may impact the structural integrity of the crossing.
- 4) To provide maintenance as needed to the crossing and roadway approaches.

Failure to maintain the crossing as specified will be considered a breach of this agreement by the County.



Staff Report: Regional Broadband Initiative Update

August 30, 2022

In late April of this year, the County Commission joined with leaders from Greene County and several other municipalities to create a Regional Broadband Initiative Agreement. (copy attached)

The purpose has been to establish a means by which the regional partners involved could jointly conduct and share the expense of hiring a professional firm to perform a feasibility analysis for the extension of broadband services throughout the region represented by the collective group of partners.

That agreement established an "RBI Board" with representation required from each of the participating entities. As this project has developed, Presiding Commissioner Phillips has served as our primary representative on the RBI Board, and he has asked that I serve as his alternate. The Board has requested that each municipality provide a letter indicating these representative appointments.

The first step in this process was to have a third party, City Utilities, publish an RFQ and assist the Board in identifying qualified firms to perform the study. This was completed in July and the Board has agreed that a firm known as The Broadband Group was the preferred vendor for this job.

On August 11, 2022, the Board had an opportunity to interview several representatives from The Broadband Group to discuss their proposal and its compatibility with our needs. This went well and the Board members were comfortable with this selection.

On August 18, 2022, the vendor provided a scope of services and projected pricing to the Board. (copy attached) The total cost estimate is \$291,860 plus any travel expenses as approved at cost.

The RBI Board met via zoom on August 24, 2022, to review the scope of services as a group and to discuss actions to be taken as we move forward.

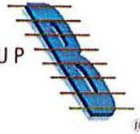
The manner by which the costs for this project are to be allocated is explained in the RBI Agreement Exhibit "A" on page 9. Each partner's share is proportional to the percentage of households from the overall study area which fall within their respective jurisdiction. In an effort to assure that there would be no gaps in this study, both Greene and Christian Counties have taken on the household numbers located within several of their smaller communities.

In total, Christian County would be responsible for 21.13% of the \$291,860 total contract cost which is \$61,670 plus an unknown amount for our share of any added travel costs.

The question before the County Commission now is to confirm that this investment level is acceptable and that funds are available.

Todd M. Wiesehan
Director, Resource Management Department

THE BROADBAND GROUP



Rural Broadband Initiative

Scope of Services

Rural Broadband Network Feasibility Study (RFQ 0000071052)

Prepared by:
The Broadband Group

Submitted: August 18, 2022

BUSINESS INFORMATION

COMPANY OVERVIEW – THE BROADBAND GROUP

At The Broadband Group, connectivity extends beyond technology. It is about understanding how people live, how businesses work, and how communities thrive.

The Broadband Group (TBG), founded in 1997, is a full-service Technology and Telecommunications Advisory Firm focused on developing unique plans, specifications, and deployment strategies for the delivery of next-generation IP Voice, Video, Data, and Telemetry services for Master Planned Communities, Municipalities, Utility Companies, Broadband Service Providers, and Community Anchor Institutions. TBG is committed to creating value for clients through the formation, implementation, and operation of advanced broadband networks, designed to benefit the social well-being of the communities we serve. TBG empowers communities and municipalities to take full advantage of technology planning possibilities. We provide strategic financial planning, network design, regulatory analysis, and construction management oversight throughout the lifespan of a communications infrastructure project.

For over twenty-five (25) years, TBG has been at the forefront of ongoing issues and changes to regulatory policies, local governance, U.S. Federal Government Grant/Loan and Appropriations opportunities, and urban development/design policies. TBG's experienced and structured approach often drives reform and innovation, creating opportunities while exploring, developing, and implementing previously unidentified strategies for our clients. TBG creates broadband platforms that lead to economic development and growth, improved access to healthcare, and the expansion of educational and remote work opportunities. TBG was also a shareholder in Nevada Broadband Networks, co-recipient of a \$19.6MM Broadband Stimulus Grant, which was successfully sold to Las Vegas-based Switch Communications in February 2016.

TBG has developed Technology Master Plans™ and provided broadband planning advice for clients such as the cities of Ontario and Long Beach, CA, as well as large scale, Master Planned Communities such as Disney's Celebration, Forest City Stapleton, Summerlin (Howard Hughes Corporation), MeadWestvaco's Nexton, Metro Development Group, YarrowBay Holdings, Brambleton, and Newland Communities nationwide. TBG also has several utilities and municipalities as clients including Huntsville Utilities (Huntsville, AL), City Utilities (Springfield, MO), Roanoke Electric Cooperative (Aulander, NC), and Colorado Springs Utilities (Colorado Springs, CO).

In addition, TBG Network Services (TBGNS) is a wholly-owned subsidiary of The Broadband Group and is engaged in network engineering, design, and construction oversight for large-scale fiber projects including, Huntsville Utilities, City Utilities of Springfield, MO, and Roanoke Electric Cooperative. As part of these assignments, TBGNS leads network design decisions and material procurement processes with multiple industry vendors and contractors.

Headquartered in Las Vegas, NV, TBG holds offices in Irvine, CA; Denver, CO; Huntsville, AL; Springfield, MO; Colorado Springs, CO; and Raleigh, NC.

Jeff Reiman
President



Jeff Reiman brings a comprehensive understanding of technology, capital market structure, and entrepreneurial leadership to assist clients in developing broadband deployment strategies for cities, utilities, and large-scale development projects. As President, Mr. Reiman leads The Broadband Group (TBG) and TBG Network Services (TBGNS) in representing communities to identify achievable wired and wireless broadband strategies. TBG's influence and planning expertise has been instrumental in the creation of successful fiber broadband deployments in markets throughout the nation.

Prior to joining The Broadband Group, Mr. Reiman worked in the Boston office of Credit Suisse investment bank, on the Equities Sales and Trading Floor. Additionally, he has served on the International Sales & Marketing Team of Wave7 Optics, a Fiber-to-the-Home equipment supplier, managing the Mexico, Canada, and Caribbean regions.

Mr. Reiman began his career at the DC headquarters of a Presidential Campaign and is a graduate of Harvard University with a degree in Government. He currently serves as President of the Harvard Club of Nevada.

Education

Bachelor of Arts – Government
Harvard University
Cambridge, Massachusetts

PROFESSIONAL AFFILIATION

Urban Land Institute (ULI) – Lifestyles Residential Development Council
Harvard Club of Nevada - President

Frank Newsom
Sr. Vice President of Network Operations



Frank Newsom, The Broadband Group’s Senior Vice President of Network Operations, has more than 30 years of experience in the telecommunication industry. His expertise focuses on managing, developing, and building telecommunications and fiber-based infrastructure for Tier 1 communications companies such as Comcast, AT&T, Verizon, and others.

Having an extensive history of working in Huntsville, Alabama since 1993, Mr. Newsom now manages the construction oversight of Huntsville Utilities’ 1,000-mile network expansion project. Google Fiber serves as the network’s Anchor Tenant under the TBG-developed “Utility Lease Model” structure.

Mr. Newsom’s background includes supervising both aerial and underground construction for large-scale projects, including hands-on underground and aerial applications surrounding a fiber-based infrastructure platform.

Education

Calhoun Community College
Huntsville, Alabama

Certifications

OSHA 10 Certified
Confined Space Certified

John McKinney
Director of Engineering



John McKinney brings two decades of field experience that includes fiber network and copper network design, field installation of fiber, and FTTH projects for AT&T and Verizon. John has served as a designer and engineer for highly complex fiber projects. He has coordinated and served as a single point of contact for client project managers, engineers, and construction teams.

Mr. McKinney’s experience includes network architecture, network design, telecommunications records, outside plant engineering, aerial design including pole loading and analysis, process design, and project management. He has coordinated and served as a single point of contact for client project managers, engineers and construction teams and provides optimum customer service to scope. He has reviewed financial statements, activity reports, and other performance data to measure productivity and goal achievement to determine areas needing cost reduction and process improvements.

Education

Bachelor of Science – Biological Science
Colorado State University
Fort Collins, CO

Andrew Hurry Senior Financial Consultant



As Partner for Britehorn Partners, Andrew Hurry provides services as The Broadband Group's Strategic Partner and Senior Financial Consultant. Britehorn Partners is an M&A Firm that specializes in Technology, Media, and Telecommunications.

Mr. Hurry has over twenty-five years of high-level business experience, including corporate business development, financing, and business operations. His recent engagements in the U.S. have included strategic consulting and business development for Fiber and Telecommunications companies, including Huntsville Utilities with Google Fiber, City Utilities & CenturyLink, DAS wireless services, and regional financial models for municipalities and larger master-planned

developers.

Mr. Hurry drafted the Financial Models for the Huntsville Utilities and City Utilities – Anchor Tenant Network Agreement(s) in place today. His relevant experience includes:

- Strategic Financial Consultant to The Broadband Group, providing business advice and detailed financial analysis related to access and middle mile networks for dark fiber and lit services. Clients include developers, real estate owners, municipalities, and utilities across the U.S.
- Huntsville Utilities – Strategic financial planning, financial model development, and negotiation with Google Fiber as an Anchor Tenant providing residential services to 100,000 homes.
- City of Ontario, CA – Financial Due Diligence of Frontier Communication's acquisition of Verizon's fiber assets.
- Splice Communications – Financial Due Diligence related to the potential acquisition of a CLEC in California.
- \$32M sale of a wireless services company involved in the design, development, and construction of small-cells and DAS systems for National Carriers.
- Led project for the development of financial and strategic plan and financing for the construction and operation of a \$200M fiber and wireless telecommunications company to rural under-served markets in Germany.
- Prepared financial models and investment projections for the submission of a \$40M ARRA government grant application to build out broadband networks and service for remote and unserved populations across the U.S.
- Engaged to develop compelling business case and financial model for \$300M grant application under RUS BTOP Program. Defined strategy to attract and close strategic equity investment of \$60M and oversee definition of preliminary network maps for WiMax deployment in underserved Native American reservations and rural communities across the U.S.

Education

Master of Business Administration – University of London
London, United Kingdom

Financial Registrations

FINRA Series 7, 24, 28, 63

PROFESSIONAL REFERENCES



City of Long Beach, CA – TBG was first engaged in 2016 by the City of Long Beach, California to develop its **Fiber Master Plan** initiative addressing the **Market Research, Engineering and Design Assessment, Financial Modeling, and Operational Metrics** related to the development of a long-term strategic Broadband Access Plan for the City. TBG has been approved by the Long Beach City Council to move forward with the implementation of the Fiber Master Plan.

Lea Eriksen
 Director of Technology & Innovation
 City of Long Beach
Lea.Eriksen@longbeach.gov
 (562) 570-7773

Eric Lopez
 Director of Public Works
 City of Long Beach
Eric.Lopez@longbeach.gov
 (562) 221-6431



City of Ontario, CA – The City of Ontario engaged TBG in 2014 to **Assess, Design, and Financially Model the Operational Structure and Technical Requirements** for the citywide “OntarioNet” broadband initiative. TBG also provided guidance in developing a **Commercial Technology Survey**, used to evaluate the attitudes and perceptions of broadband service within the City. TBG has defined and detailed Conduit Specifications, as well as made recommendations regarding appropriate intra-city department structure and

personnel requirements related to network management. TBG continues to support the City of Ontario in their high-speed Internet initiative by providing industry guidance and counsel.

Jimmy Chang
 Director of Innovation, Performance, & Audit
 City of Ontario
JChang@ontarioca.gov
 (909) 395-2033

Scott Ochoa
 City Manager
 City of Ontario
SOchoa@ontarioca.gov
 (909) 395-2555



City of Huntington Beach, CA – Engaged by the City of Huntington Beach in 2020, TBG provided **Broadband Strategic Guidance & High-Level Scenario Analysis** which addressed **Overall Technology Planning, a Facilities Assessment, and a Financial Analysis**. After conducting interviews and educational sessions with City staff (i.e., City Manager’s Office, Public Works, Police, Administrative Services, etc.), TBG presented findings and recommendations to the city’s Smart Cities committee on deployment strategy, access condition, and general direction of infrastructure

elements required for deployment of wired and wireless broadband facilities by the City and its Service Providers. TBG also provided high-level financial guidance, considerations, and preliminary estimates for potential capital expenditure, revenue potential, and ROI on different broadband investment scenarios.

Sean Crumby
 Director of Public Works
 City of Huntington Beach
Sean.Crumby@surfcity-hb.org
 (714) 374-5348

John Danka
 Senior I.T. Manager
 City of Huntington Beach
John.Danka@surfcity-hb.org
 (714) 960-8893

PROJECT SCOPE

RURAL BROADBAND NETWORK FEASIBILITY STUDY

1. Technology & Trends Review

Description: Access to advanced connectivity increasingly shapes the decisions of where we live, work, shop, and socialize. The technologies that are now considered necessary to daily living require ubiquitous access to high-performance wireless and wired (fiber) infrastructure. For over twenty-five (25) years TBG has helped to shape and lead the telecommunications industry in creating sustainable business plans supporting investments in fiber broadband infrastructure in markets nationwide.

Leveraging decades of best practices and lessons learned, TBG will present a forward-thinking overview of the wired and wireless broadband industry, emerging technologies, and realistic capabilities as it relates to the implementation of large-scale fiber networks. In addition to a written summary as part of the Final Report, TBG will lead in-person planning and training sessions with RBI stakeholders. Content and information would include:

Understanding Fiber

- Fiber vs. Coax vs. Copper
- Defining Bandwidth & Gigabit+ Speeds
- Fiber-to-the-Home (FTTH) Increases Property Value
- Wireless (cellular & Wi-Fi) as a Complimentary Technology
- Leveraging Dark Fiber
- Various Network Architectures (Centralized vs. Distributed Split)

Application for Rural Broadband Initiative

- Business Case Options
- Network Design Priorities
- Construction Considerations (Aerial vs Underground)
- Performance Measurements & Industry Standards
- Typical Design Considerations
- Poles & Make Ready Engineering

2. Policy Analysis

Description: TBG, with its partner Keller & Heckman LLP (K&H), will review and analyze the current applicable federal and Missouri communications laws, policies, and regulations governing the proposed public network and the services to be offered, including all applicable federal and state communications regulatory compliance requirements. The analysis will contain a "red flag" review of the key legal and regulatory requirements as well as pending future legal developments that could impact the RBI. While the analysis will focus on communications laws, it will also identify at a high level other key legal and regulatory non-communications issues that may need to be addressed as part of the project, including bond and tax issues.

Based on this analysis and working with members of the RBI, K&H will make recommendations as to how best to structure the RBI's potential approach to comply with applicable legal and regulatory requirements, including positioning the RBI to address legislative changes and funding opportunities as the broadband provisions of the Infrastructure Investment and Jobs Act ("IIJA") is implemented.

The specific structural recommendations would then be developed based on further input and guidance from RBI Board.

It is likely that the State of Missouri will be formulating its responses to National Telecommunications and Information Administration's implementation of the IIJA's Broadband Equity Access and Deployment ("BEAD") Act at the same time as the initial legal and regulatory analysis is undertaken and therefor the analysis will be adjusted as necessary to address changes and opportunities brought about because of BEAD Act funding opportunities within the State.

3. Service & Infrastructure Analysis

Description: TBG will perform desktop analysis of the incumbent Internet Service Providers' (ISP) existing broadband infrastructure within the RBI serving footprint, evaluating the bandwidth and capacity of the "as is" infrastructure layout. TBG will work with RBI stakeholders' staff to determine if the existing or planned infrastructure components are sufficient for the present and future bandwidth requirements of both public and private entities.

Outcomes of the analysis will include GIS maps illustrating the physical extent of fiber-optic lines, service areas, incumbency, and level of services provided. TBG notes that information will be limited to the information that can be found/made available (i.e., is publicly available) and might be constrained by limited access permitted by incumbent service providers.

Programming & Finance Evaluation

Description: A key aspect of the overall Project scope is the development of an iterative, functional Financial Model to evaluate different investment or partnership structures for the Project (including operating, revenue, and Financing Models) and assisting the RBI in determining the optimal business strategy. The Model will also provide guidance related to industry-specific knowledge that may impact the financing and marketing of the proposed infrastructure investments.

7. **Financial Model**

Description: TBG will develop a 10-year Financial Model that will facilitate the market selection process, including an evaluation of the impact and sensitivity of the following assumptions:

- Revenue sources, including various product offerings and pricing variability (e.g., leased space/facilities, internet backhaul, services)
- Capital Expenditure requirements based on preliminary engineering assessments (e.g., fiber construction, construction methods, building specifications, electronics requirements) and the Feasibility Design
- Industry-standard Operational Expenses, including estimated headcount needs
- Changes in construction timelines and schedules
- Rapid comparison of multiple scenarios and business cases

The Financial Model will provide a tool to evaluate business options and is not designed as a detailed budget for construction. The Model will provide comprehensive ownership/operational structural overviews to outline aspects of investment, risk, return, and financing of various operational/financial solutions.

Such Owner/Operation Business Models will be evaluated to include, but are not limited to:

- Capital Construction Costs (based on available market engineering and construction costs data)
- Operating Income and Cash Flow with Complete Financial Statements
- Projected Revenues and Benefits
- Uses and Sources of Funds / Operational Expenses / Depreciation Schedule
- Debt Service Analysis
- Multiple Scenarios with Key Assumptions

Each of the Operating Concept Models will be summarized to describe the merits, as well as potential disadvantages of each scenario, together with recommendations for improved financial performance. In correlation with the engineering and market assessments and recommendations, financial options will be ranked and recommended according to the viability potential of the identified Business Models. TBG will explore various business structures to mitigate risks and growth inhibitors.

WORK PLAN SUMMARY - BUDGET

PROFESSIONAL TIME/RESOURCE ESTIMATE

SUBJECT	AVG. HOURS PER MONTH	RESOURCE	MONTHS OF ACTIVITY	ESTIMATED BUDGET*
Technology & Trends Review	24	Business & Network Planning	1	\$ 6,360
Policy Analysis	35	Business & Network Planning	4	\$ 37,100
Service & Infrastructure Analysis	35	Principal Engineering	4	\$ 42,000
Site Analysis	24	Business & Network Planning	2	\$ 12,720
Utility Formation Study	28	Business & Network Planning	4	\$ 29,680
Programming & Finance Evaluation	30	Financial Analysis	4	\$ 36,000
Project Identification	50	Business & Network Planning	4	\$ 53,000
Final Report	50	Business & Network Planning	2	\$ 26,500
Administration/Operations	10	Operations	6	\$ 9,000
TOTAL (Material Expenses billed separately as costs are incurred)				\$ 252,360

MILESTONE DELIVERABLES

DESCRIPTION	
Market Research Study & Analysis (Consumer)	\$ 23,600
Market Research Study & Analysis (Business)	\$ 15,900
TOTAL	\$ 39,500

Major Deliverables to be billed as costs are incurred (including Term ending Summary Reports)

TRAVEL

DESCRIPTION
Travel at Cost & As Approved

Travel expenses submitted only as costs are incurred.

TOTAL

DESCRIPTION	COST
Professional Time/Resource Estimate	\$ 252,360
Licensed Milestone Deliverable Cost	\$ 39,500
TOTAL (+Travel at Cost & As Approved)	\$ 291,860

TERM: September 6, 2022 – March 1, 2023

PROFESSIONAL FEES

RESOURCE	RATE	RESOURCE	RATE
Business & Network Planning	\$265/hour	Principal Engineering	\$300/hour
Financial Analysis	\$300/hour	Operations	\$150/hour

SAMPLE AGREEMENT & NOTICE TO PROCEED

RURAL BROADBAND NETWORK FEASIBILITY STUDY

If approved, please execute, and return one (1) copy to The Broadband Group, 900 S. Pavilion Center Drive, Suite 155, Las Vegas, NV 89144.

NOTICE TO PROCEED INDICATES APPROVAL OF:

- SCOPE OF WORK
- FEE AND REPRESENTATION SUMMARY TERMS AND CONDITIONS

AGREED AND ACCEPTED

The Broadband Group

Rural Broadband Initiative (RBI)

By: Jeffrey M. Reiman

By: _____

Date: August 18, 2022

Date: _____

Title: President

Title: _____

Signature: _____ Signature: _____

Unless informed to the contrary in the space provided below, the monthly invoices and reports will be sent to the attention of the individual executing this agreement:

Name: _____

Title: _____

E-mail Address: _____

Invoicing Address: _____

Telephone Number: _____

Term: September 6, 2022 – March 1, 2023
Reference: August 18, 2022
Re: Professional Technology Planning Consulting Services
Rural Broadband Initiative (RBI)
 Rural Broadband Network Feasibility Study (RFQ 0000071052)

SUSPENSION OF ENGAGEMENT. If you want us to stop working on your matter, you must notify us promptly. If you fail to fulfill any of your responsibilities to us as set forth in this letter agreement, including your responsibility to pay our billings in a timely manner, we may stop work on this engagement until the problems are corrected or as it may become necessary for us to withdraw from your representation.

TERMINATION OR WITHDRAWAL FROM REPRESENTATION. The consultant-client relationship is one of mutual trust and confidence. We encourage our clients to inquire about any concern relating to the matter, our representation, our fee arrangements, or our monthly invoices.

You may terminate our representation upon thirty days' notice, with or without cause. If termination occurs, your papers and property will be returned to you upon request. Our own files pertaining to the project and assignment will be retained. Termination of our services will not affect your responsibility for payment of services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We try to identify and discuss with our clients any situation that may lead to our withdrawal. If withdrawal becomes necessary, we will give you notice of our intention to withdraw.

OTHER STANDARD TERMS OF THIS LETTER AGREEMENT

Severability in Event of Partial Invalidity. If any provision of this letter agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire letter agreement will be severable and will remain in effect.

Nevada Law. This letter agreement is deemed to be entered into at our office in Las Vegas, Nevada and shall be interpreted according to Nevada law, excluding its conflict of laws provisions.



The Broadband Group & TBG Network Services
900 S. Pavilion Center Drive • Suite 155
Las Vegas, NV 89144
broadbandgroup.com • 702.405.7000



REGIONAL BROADBAND INITIATIVE
PARTICIPATION AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on this 25th day of May, 2022 (the “Effective Date”), by and between the parties defined below (collectively referred to as “Parties”).

WITNESSETH:

WHEREAS, the Parties have determined that there is an opportunity to improve the local community’s health, safety, and welfare by combining efforts, funds, and opportunities to improve access to broadband high-speed internet throughout the region served by the Parties; and

WHEREAS, the Parties desire to continue these combined efforts through a Regional Broadband Initiative Board (“RBI Board”) and enter into this Agreement to provide for the terms and conditions necessary for the Parties to each participate in, and receive value from, the RBI Board.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Parties to the Agreement. The following entities are parties to this Agreement (in alphabetical order).

1.1 Christian County Missouri, by and through the Commissions of Christian County Missouri (“Christian County”).

1.2 City of Nixa, Missouri (“Nixa”).

1.3 City of Ozark, Missouri (“Ozark”).

1.4 City of Republic, Missouri (“Republic”).

1.5 City of Strafford, Missouri (“Strafford”).

1.6 City of Willard, Missouri (“Willard”).

1.7 Greene County Missouri, by and through the Commissioners of Greene County, Missouri (“Greene County”).

2. Purpose. The purpose of this Agreement is:

2.1 For the Parties to explore the possibility of jointly conducting, and cost sharing a broadband feasibility analysis (“Analysis”) for extension of broadband services to citizens within the municipal limits of Nixa, Ozark, Republic, Strafford, Willard, and unincorporated areas as determined by Greene County and Christian County.

REGIONAL BROADBAND INITIATIVE
PARTICIPATION AGREEMENT

4.5.2 Developing and approving the Analysis.

4.5.3 Determining appropriate actions in response to the results of the Analysis.

4.5.4 Scheduling and participating in meetings no less than four (4) times per year.

5. Consultant Selection.

5.1 The RBI Board will review qualified consultants to perform the Analysis which will be provided by City Utilities of Springfield, Missouri, pursuant to separate contract.

5.2 Should, after review of the consultants, the RBI Board approve proceeding with the Analysis, the RBI Board will select a consultant to assist it with the project and take appropriate action thereafter.

6. Cost Allocation.

6.1 For the work performed by the Consultant, for the cost of the Analysis, and costs identified in Paragraph 13 of this Agreement, each of the Parties will pay a pro rata percentage identified in Exhibit A.

6.2 Termination:

6.2.0 Any Party may terminate their participation in the RBI Board, and the fiber expansion project within thirty days of a cost analysis submitted to it by the Consultant (or any subsequent amendment to the cost analysis), if it feels, in its sole discretion, the cost exceeds its available funds for the project. In the event that less than 5 parties remain on the RBI Board, this Agreement shall automatically be terminated, and the RBI Board shall be dissolved.

6.2.1 Non-Appropriation. In the event no funds are appropriated for this agreement, any member who is a public entity pursuant to Missouri Law, will have the right in any given fiscal year to terminate this contract without penalties of any sort. Notice of non-appropriate must be given to all other parties within fifteen (15) days of the failure to appropriate said funds. Said termination shall be effective on the first day of the member's fiscal year following notice of failure to appropriate.

6.2.2 Any such Party terminating participation will be responsible for all costs incurred prior to their termination.

REGIONAL BROADBAND INITIATIVE
PARTICIPATION AGREEMENT

City of Republic:
Attn: City Administrator
213 N. Main Street
Republic, Missouri 65738

City of Strafford:
Attn: City Administrator
126 Washington St
Strafford, Missouri 65757

City of Willard:
Attn: City Clerk,
224 West Jackson St
Willard Missouri, 65781

Greene County:
Attn: Chris Coulter, County
Administrator
Greene County Commission
1443 N. Robertson Ave., 10th
Floor
Springfield, Missouri 65802

Courtesy Copy to:
N. Austin Fax
Lowther Johnson Attorneys at
Law, LLC
901 E. St. Louis St., 20th
Floor,
Springfield, MO 65806

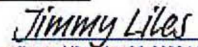
12. Authority. Each party represents that it has the necessary corporate, legal, and regulatory authority to enter into this Agreement and to perform each and every duty and obligation imposed therein. Each individual affixing a signature to this Agreement represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the party he or she represents, and that by signing the Agreement, a valid, binding and enforceable legal obligation of said party has been created.

13. Public Body. The Parties recognize that the RBI Board is a public governmental body subject to the Missouri Sunshine Law. All records created by the RBI Board shall be provided to Greene County and the Greene County Clerk shall be appointed custodian of records for the RBI Board. Custodian of Records shall be entitled to repayment of reasonable costs expended in connection with their duties as required by this agreement. The RBI Board will appoint a clerk who shall be responsible for ensuring compliance with the Missouri Sunshine Law including but not limited to providing records to the Custodian of Records and posting meeting notices on behalf of the RBI Board.

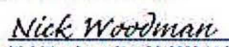
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SIGNATURE PAGE FOLLOWS**

**REGIONAL BROADBAND INITIATIVE
PARTICIPATION AGREEMENT**

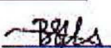
City of Nixa

By: 
Jimmy Liles,
Nixa City Administrator


Approved as to Form

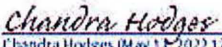
By: 
Nick Woodman,
City Attorney – City of Nixa

City of Ozark

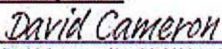
By: 
Bradley Jackson,
Ozark Mayor

Approved as to Form


By: 
Amanda Callaway,
City Attorney – City of Ozark

By: 
Chandra Hodges,
Ozark City Clerk

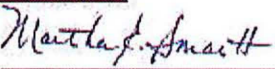
City of Republic

By: 
David Cameron,
Republic City Administrator

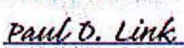
Approved as to Form

By: 
Megan E. McCullough,
City Attorney – City of Republic


City of Strafford

By: 
Martha Smartt,
Strafford City Administrator

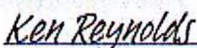
Approved as to Form

By: 
Paul D. Link,
City Attorney – City of Strafford

City of Willard

By: 
Brad Gray,
Willard City Administrator

Approved as to Form

By: 
Ken Reynolds,
City Attorney – City of Willard

REGIONAL BROADBAND INITIATIVE
PARTICIPATION AGREEMENT

EXHIBIT A
Cost share

For the work performed by City Utilities, each Partner will pay to City Utilities the amount shown as their proportional share on Exhibit A under the column titled “%of \$20K NTE” except that:

- Christian County will also be responsible for paying the shares of the following cities: Fremont Hills, Sparta, Saddlebrook, Highlandville, Clever and Billings; and
- Greene County will also be responsible for paying the shares of the following cities: Walnut Gove, Ash Grove, Fair Grove, Rogersville and Battlefield.

County	Address (Count)	% of total	% of \$20K NTE
Greene County	41,717	42.42%	\$ 8,484.84
Christian County	16,972	17.26%	\$ 3,451.94

Municipalities	Address (Count)	% of total	
Willard	2,174	2.21%	\$ 442.17
Walnut Grove	379	0.39%	\$ 77.09
Ash Grove	717	0.73%	\$ 145.83
Fair Grove	820	0.83%	\$ 166.78
Rogersville	48	0.05%	\$ 9.76
Strafford	1,119	1.14%	\$ 227.59
Republic**	7,482	7.61%	\$ 1,521.77
Battlefield*	2,437	2.48%	\$ 495.66
Fremont Hills	458	0.47%	\$ 93.15
Nixa	10,441	10.62%	\$ 2,123.60
Sparta	908	0.92%	\$ 184.68
Saddlebrooke	160	0.16%	\$ 32.54
Ozark	10,218	10.39%	\$ 2,078.24
Highlandville	484	0.49%	\$ 98.44
Clever	1,210	1.23%	\$ 246.10
Billings	589	0.60%	\$ 119.80
Total:	98,333	100.00%	\$ 20,000.00

* A part of Battlefield is already served by City Utilities for broadband services

** A small part of Republic is in Christian County

21.13%

**ADDENDUM NO. 2 TO ENGINEERING SERVICES AGREEMENT
BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES**

The Agreement between Client and Engineer for Christian County Campus ("Project") dated July 15, 2021, is hereby amended and supplemented to include the following agreement of the parties:

EXHIBIT A – SCOPE OF SERVICES

PART 1 – ADDITIONAL SERVICES

1. Add the following tasks:
 - Redesign of storm water detention basin to accommodate an amphitheater within the detention basin area.
 - Redesign of sanitary sewer collection, conveyance, and force main due to changing communication with property owner to the north concerning obtaining a utility easement.
 - Redesign of sanitary sewer collection, conveyance, and force main due to revised number of lots to be serviced.
 - Redesign of sanitary sewer collection, conveyance, and force main due to relocation of the Grinder pump/lift station to the south side of the property in anticipation of future growth in the area.
 - Topographic survey to locate existing roadway, drainage improvements, and existing utilities for the purpose of water, sewer, and storm water detention design as well as the preliminary plat.
 - Attend City of Ozark P&Z and Board of Alderman meetings related to the approval of the preliminary plat.

EXHIBIT B – PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES


B.1 Compensation For Basic Services – Standard Hourly Rates Method of Payment

1. The estimate for total compensation for services under Paragraph B.1 is increased by **\$19,860.00** for the performance of additional services.


ACCEPTANCE BY PARTIES:

The Engineer offers this Addendum to Client and if said Addendum is not fully executed by Client within 30 days of Engineer's signature, said offer of Addendum will be null and void.

Engineer's Acceptance:

Printed Name: Mel Eakins
Signature: 
Mel Eakins (Aug 24, 2022 15:39 CDT)
Title: Principal
Date: Aug 24, 2022

Client's Acceptance:

Printed Name: Ralph Phillips
Signature: 
Title: Residing Commissioner
Date: 8/30/2022

Martha E. Smartt
City of Strafford, Missouri
P.O. Box 66
Strafford, MO 65757

August 30, 2022

RE: DESIGNATION OF REPRESENTATIVES TO RBI BOARD

Dear Ms. Smartt,

Thank you for your willingness to serve as chairperson for the Regional Broadband Initiative (RBI) Board. Our county is proud to be partnering with our fellow southwest Missouri jurisdictions in a common goal of expanding the availability of quality broadband connectivity throughout Greene and Christian Counties.

As required by the RBI Board Bylaws, the Christian County Commission hereby designates the following individuals as our representatives for the RBI Board:

Presiding Commissioner, currently Ralph Phillips, will serve as our primary representative.

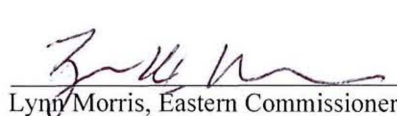
Our Resource Management Department Director, Todd Wiesehan, has been appointed to serve as an alternate member representing Christian County.

We look forward with optimism to the progress this united group will make together towards finding solutions which will lead to increased connectivity for our citizens, students, and businesses of our region.

Best regards,

Christian County Commission


Ralph Phillips, Presiding Commissioner 8/30/2022
Date


Lynn Morris, Eastern Commissioner 8/30/22
Date


Hosea Bilyeu, Western Commissioner 8-30-22
Date