

ORDINANCE NO. 083, SERIES 2020

AN ORDINANCE AWARDING A COMMUNICATIONS SERVICES FRANCHISE TO INTERCARRIER NETWORKS, LLC PURSUANT TO THE TERMS AND CONDITIONS IN CHAPTER 116 OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT CODE OF ORDINANCES.

SPONSORED BY: COUNCIL MEMBER COAN

WHEREAS, pursuant to Chapter 116 of the Louisville/Jefferson County Metro Government Code of Ordinances, the Louisville/Jefferson County Metro Government (“Louisville Metro”) solicited bid proposals from parties interested in obtaining communications services franchises to erect, install, and/or maintain communications facilities, or to provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky; and

WHEREAS, InterCarrier Networks, LLC, is a wholly owned and managed subsidiary of Great Plains Communications, LLC, the Federal Communications Commission transfer authorization being effective July 19, 2019, through WC Docket number 19-141; and

WHEREAS, InterCarrier Networks, LLC submitted a bid proposal to Louisville Metro for a communications services franchise that meets all requirements of Chapter 116 of the Louisville/Jefferson County Metro Government Code of Ordinances and all other applicable state and federal laws.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AS FOLLOWS:

SECTION I. Louisville Metro hereby grants to InterCarrier Networks, LLC, for a period of 20 years, a non-exclusive franchise to erect, install, and/or maintain communications facilities, or to provide communication services by use of said

communication facilities within the confines of Louisville/Jefferson County, Kentucky, pursuant to Chapter 116 of the Louisville/Jefferson County Metro Government Code of Ordinances.

SECTION II. The franchise agreement by and between Louisville Metro and InterCarrier Networks, LLC as appended to this ordinance is hereby approved and the Mayor is hereby authorized to execute and enter into that agreement for and on behalf of Louisville Metro.

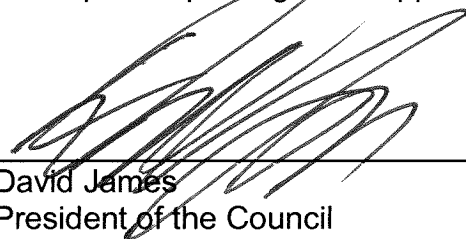
SECTION III. The statements set forth in the Preamble to this Ordinance are hereby incorporated in this Ordinance by reference, the same as if set forth at length herein.

SECTION IV. If any section, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remainder of the Ordinance.


SECTION V. This Ordinance shall take effect upon its passage and approval.



Sonya Harward
Metro Council Clerk



David James
President of the Council



Greg Fischer, Mayor

8/10/2020

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell Jefferson
County Attorney

By: 

O-310-20 InterCarrier Franchise, JRD & LRG 7/10/2020

**LOUISVILLE METRO COUNCIL
READ AND PASSED
August 6, 2020**

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT made and entered into this ____ day of _____ 2020, by and between the Louisville/Jefferson County Metro Government (hereinafter "Louisville Metro") and InterCarrier Networks, LLC (hereinafter "InterCarrier").

WITNESSETH:

WHEREAS, pursuant to Chapter 116 of the Louisville/Jefferson County Metro Government Code of Ordinances, Louisville Metro solicited bid proposals from parties interested in obtaining communications services franchises to erect, install, and/or maintain communications facilities, or to provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky; and

WHEREAS, InterCarrier is a wholly owned and managed subsidiary of Great Plains Communications, LLC, the Federal Communications Commission transfer authorization being effective July 19, 2019, through WC Docket number 19-141; and

WHEREAS, InterCarrier submitted a bid proposal to Louisville Metro for a communications services franchise that meets all requirements of Chapter 116 of the Louisville/Jefferson County Metro Government Code of Ordinances and all other applicable state and federal laws; and

WHEREAS, pursuant to Ordinance No. ___, Series 2020, Louisville Metro granted to InterCarrier, for a period of 20 years, a non-exclusive franchise to erect, install, and/or maintain communications facilities, or to provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky, pursuant to Chapter 116 of the Louisville/Jefferson County Metro Government Code of

Ordinances; and

WHEREAS, Louisville Metro and InterCarrier have entered into this Franchise Agreement to memorialize the award by Louisville Metro to InterCarrier of said franchise pursuant to the terms and conditions reflected in Chapter 116 of the Louisville/Jefferson County Metro Government Code of Ordinances.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Louisville Metro and InterCarrier hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Chapter 116 of the Louisville/Jefferson County Metro Government Code of Ordinances, as now written and as it may be amended during the term of this franchise agreement, is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of InterCarrier for said franchise, which is attached hereto as Exhibit A, is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. InterCarrier agrees to comply with all applicable requirements as set forth in the Louisville Metro Public Works & Assets Utility Policy.

4. Upon thirty (30) days' notice prior to installation, the Franchisee agrees to allow Louisville Metro to attach to Franchisee owned poles, at no cost to Louisville Metro, equipment and associated accessories that are used solely for public health, safety, or welfare purposes of Louisville Metro (i.e. cameras and sensors, hereinafter, "equipment"). Louisville Metro will be responsible for all costs associated with the installation of this equipment, including costs for any required load bearing survey, and all costs associated

with the operation of the equipment, including but not limited to maintenance of the devices, electric service, and network connectivity. The Franchisee shall maintain rights in reviewing its capacity for the equipment and determining placement of equipment on its poles so as to avoid damage or conflict with the Franchisee's equipment or other authorized attachments. Any proposed installation shall be conditioned on (i) availability and space, (ii) non-interference with existing users, and (iii) structural capacity. If it is determined that the Franchisee has excess capacity in their dark fiber network at a location where a camera is to be installed, Louisville Metro and the Franchisee may negotiate a fee for use of the excess fiber capacity to connect the equipment to the Louisville Metro network.

5. Louisville Metro granted unto InterCarrier a non-exclusive franchise, for a term of 20 years, to erect, install and/or maintain communications facilities, or to provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky, and as more specifically identified in the above-mentioned bid pursuant to Chapter 116 of the Louisville/Jefferson County Metro Government Code of Ordinances.

6. The franchise memorialized in this Franchise Agreement shall commence on passage of the Ordinance approving this agreement and shall expire in the time designated in this agreement and ordinance approving this agreement.

7. InterCarrier does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as memorialized in this Agreement, and further to faithfully perform all acts required of it as the purchaser of said franchise.

8. This Franchise Agreement memorializes the agreement between the parties and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

IN WITNESS WHEREOF, Louisville Metro and InterCarrier have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

INTERCARRIER NETWORK, LLC

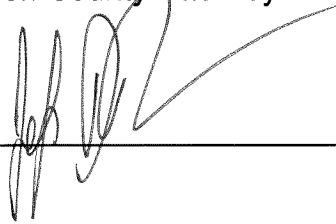


GREG FISCHER, MAYOR

**NICHOLAS HOLLE
SECRETARY; CORPORATE COUNCIL**

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

By:  _____



Louisville Metro Public Works & Assets

Communications Franchise Application

Applicant Information

Applicant Name: InterCarrier Networks LLC
(Complete Legal Name as registered with the Kentucky Secretary of State)

Address: 1635 Front St

City: Blair State: NE Zip Code: 68008

E-mail Address: legal@gpcom.com

Phone Number: 402-456-6445 Fax Number: 402-456-6545

Local Representative Information

Applicant Name: Chris Wulf

Address: 1635 Front St

City: Blair State: NE Zip Code: 68008

E-mail Address: cwulf@gpcom.com

Phone Number: 402-456-6484 Fax Number: 402-456-6545

Emergency Contact Information: 888-343-8015

Certification

Applicant agrees to be bound by all provision of the Franchise and agrees to obtain all application permits and authorizations prior to constructing, installing or operating a System in the right-of-way.

Applicant hereby certifies that the information provided by the applicant is true and correct and that the person signing on behalf of the applicant is authorized to do so. Applicant further acknowledges and certifies that it shall be responsible to certify to Louisville Metro any material changes to the information provided in the completed application during the terms of any Franchise.

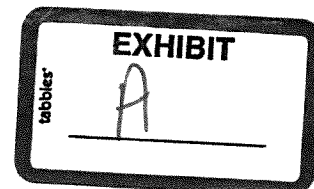
Complete Legal Name of Applicant: InterCarrier Networks LLC

Signature: 

Printed Name: Nicholas Holle

Title: Corporate Counsel, Secretary

Date: 6/26/2020





July 16, 2020

Louisville-Jefferson County Metro Government
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Re: Project Description for Proposed Communication System

To Whom It May Concern,

InterCarrier Networks LLC ("ICN") is a competitive local exchange carrier authorized to provide telecommunications services by the Kentucky Public Service Commission. ICN proposes to install, own, and operate a point-to-point fiber optic cable system in the public rights-of-way within the Louisville Metro (the "System"). The System will consist of two physically separate routes of 288-strand cables (a north route and a south route, as depicted on the attached maps). The routes will primarily be aerial fiber attached to existing utility poles owned by other parties, with some portions buried. We expect minimal disruption to the local communities.

ICN will use the System to offer dark fiber services and other fiber capacity to other service providers, including mobile wireless carriers or wholesale carriers. ICN does not anticipate offering communication services directly to the public; however, the System will have the potential to transport multiple 10G and 100G DWDM waves and other high capacity data services, should consumer demand arise.

ICN is a wholly-owned and managed subsidiary of **Great Plains Communications LLC** ("GPC"), a Nebraska-based telecommunications provider that has over 100 years of managerial, technical, and operational experience in constructing and operating communications systems. Together, ICN and GPC operate over 11,500 miles of fiber throughout the Midwest and Central portions of the country, offering a variety of residential, enterprise, wholesale, and carrier communications services. ICN has also engaged a local professional engineering firm to assist with the design and construction management of the System.

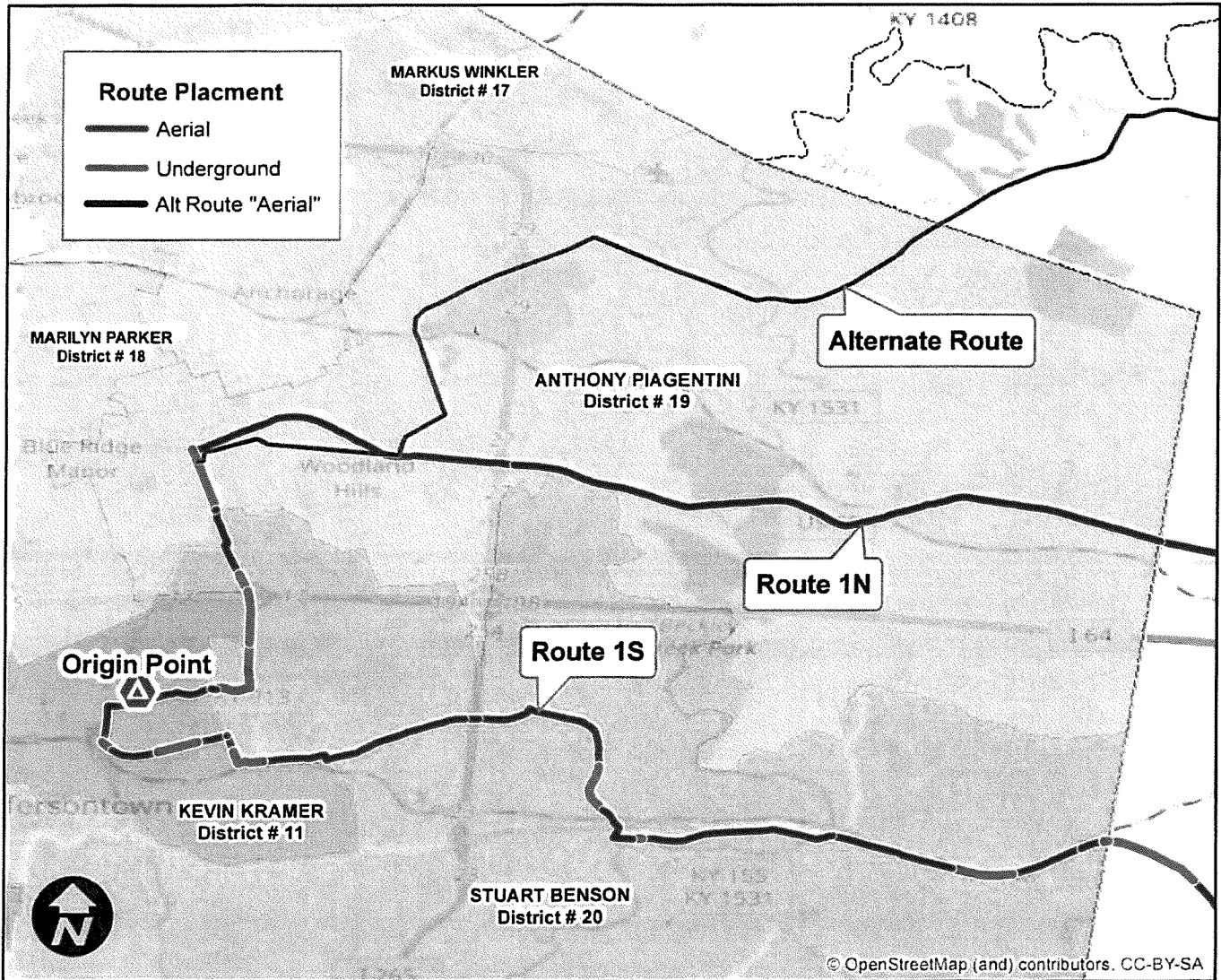
If you have any questions or concerns with this project, please contact me at the address below. We look forward to working with the Louisville/Jefferson County Metro Government on this project!

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Holle", with a long, sweeping horizontal stroke extending to the right.

Nick Holle
Corporate Counsel
InterCarrier Networks LLC
Great Plains Communications LLC
402-456-6445
nholle@gpcom.com

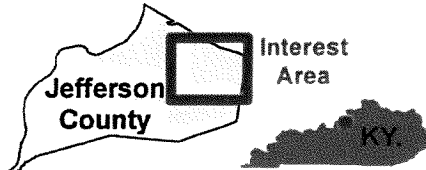
ICN Routes per Council District City of Louisville, KY.



Proposed Route Breakdown by Council District Area

District Number	District Name	Route Number	Utility Placement	Route Length
11	Kevin Kramer	1N	Aerial	0.77
			Underground	1.59
		Combined 1N Rte =	2.36 mi	
19	Anthony Piagentini	1S	Aerial	1.4
			Underground	0.67
		Combined 1S Rte =	2.07 mi	
20	Stuart Benson	1N	Aerial	10.57
			Underground	0.66
		Combined 1N Rte =	11.23 mi	
20	Stuart Benson	Alt. "Z"	Aerial	9.38
			Underground	2.98
		Combined Alt. "Z" Rte =	12.36 mi	
20	Stuart Benson	1N	Aerial	1.5
			Underground	2.98
		Combined 1N Rte =	4.48 mi	
20	Stuart Benson	1S	Aerial	8.88
			Underground	1.6
		Combined 1S Rte =	10.48 mi	

NOTE: Values provided are estimated as per latest Staking Sheet assessment, dated 7/15/2020.



Jefferson County Interest Area



Document Name:
GPC Louisville District Map 8x11

Map Scale: NOT TO SCALE

User Name: m.huff

Print Date: 7/16/2020

Disclaimer: Map was created using data sources over which the author does not have control. Map is intended for illustrative and planning purposes only.

GREAT PLAINS
COMMUNICATIONS