

REGULAR MEETING AGENDA

CALL TO ORDER

APPROVAL OF MINUTES – 10/10/2018

CITIZENS REPORT (*See procedural instructions on the following page.)

STAFF REPORTS

1. Broadband Update – Brieana Reed Harmel
2. Bond Information – Alan Krcmarik
3. Broadband Outreach Update – Lindsey Johansen

REGULAR AGENDA

4. Fiber Management Intergovernmental Agreement with Platte River and Acceptance of Transfer of Fiber Assets and IGA - Brieana Reed Harmel

COMMISSION & COUNCIL REPORTS

DIRECTOR'S REPORT

ADJOURN

*** Citizens Report Procedures**

Anyone in the audience may address the LCAB on any topic relevant to the commission. Members of the public will be given an opportunity to speak to the item during the Regular Agenda portion of the meeting before the LCAB acts upon it. If the topic is a Staff Report item, members of the public should address the LCAB during this portion of the meeting; no public comment is accepted during the Staff Report portion of the meeting.

Anyone making comment during any portion of tonight's meeting should identify himself or herself and be recognized by the LCAB chairman. Please do not interrupt other speakers. Side conversations should be moved outside the Service Center Board Room. Please limit comments to no more than three minutes.

Notice of Non-Discrimination

The City of Loveland is committed to providing an equal opportunity for services, programs and activities and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. For more information on non-discrimination or for translation assistance, please contact the City's Title VI Coordinator at TitleSix@cityofloveland.org or 970-962-2372. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, please contact the City's ADA Coordinator at adacoordinator@cityofloveland.org or 970-962-3319.

Notificación en Contra de la Discriminación

“La Ciudad de Loveland está comprometida a proporcionar igualdad de oportunidades para los servicios, programas y actividades y no discriminar en base a discapacidad, raza, edad, color, origen nacional, religión, orientación sexual o género. Para más información sobre la no discriminación o para asistencia en traducción, favor contacte al Coordinador Título VI de la Ciudad al TitleSix@cityofloveland.org o al 970-962-2372. La Ciudad realizará las acomodaciones razonables para los ciudadanos de acuerdo con la Ley de Discapacidades para americanos (ADA). Para más información sobre ADA o acomodaciones, favor contacte al Coordinador de ADA de la Ciudad en adacoordinator@cityofloveland.org o al 970-962-3319”.



Commission Members Present: Adam Auriemmo, Richard Bilancia, David Hetrick, Paul Langfield, Brian Martisius, Tom McInerney, Korey Streich, J.D. Walker and Vi Wickam

Commision Members Absent: none

Council Liaisons Present: John Fogle and Don Overcash

Council Liaisons Absent: Dave Clark (Alternate)

City Staff Members Present, Alan Krcmarik, Briana Reed-Harmel, Coreen Callahan, Derek Turner, Jim Lees, Joe Bernoksy, Jon Beckstrom, Kim O’Field, Lindsey Johansen, Ryan Greene, Shane Adamson, Steve Adams and Tracey Hewson

Guest Attendance: Councilman Steve Olson, Joanna Graves, Richard Toftness

CALL TO ORDER: Richard Bilancia called the meeting to order at 4:03 pm

APPROVAL OF MINUTES: Bilancia asked for a motion to approve the minutes of the October 3, 2018 meeting.

Motion: Tom McInerney made the motion

Second: David Hetrick seconded the motion. The minutes were approved unanimously.

STAFF REPORTS

Item 1: 2nd Draft of Packet and Presentation to City Council – Briana Reed-Harmel

Provided a detailed 2nd draft of the information that will be contained in the packet and presentation to City Council on October 23, 2018.

Recommendation: Adopt a motion to present LCAB’s recommendation for Broadband to City Council during the October 23, 2018 Council meeting.

Motion: Tom McInerney made the motion.

Second: David Hetrick seconded the motion. The motion was approved unanimously.

COMMISSION/COUNCIL REPORTS

Item 2: Commission/Council Reports

No updates

DIRECTOR’S REPORT

Item 3: Director’s Report – Joe Bernosky

No updates

ADJOURN The meeting adjourned at 6:53pm. The next LCAB Meeting will be November 14, 2018 at 4:00 pm.

Respectfully submitted,

Coreen Callahan
Recording Secretary
Loveland Communications Advisory Board



AGENDA ITEM: 1
MEETING DATE: 1/9/2019
SUBMITTED BY: Brieana Reed-Harmel
STAFF TITLE: Municipal Fiber Manager

ITEM TITLE:

Broadband Update

DESCRIPTION:

This item is intended to give a brief update on the Loveland Broadband Project.

SUMMARY:


Brieana Reed-Harmel will provide updates on broadband including:

1. Review of City Council outcomes from October 23, 2018 and November 6, 2018 meetings
2. Status of design and construction
3. Key initiatives to establish the broadband utility
 - a. Establishing processes and systems for operations
 - b. Setting up facilities for operation
 - c. Hiring broadband staff
 - d. Developing the brand

RECOMMENDATION:

Information item only. No action required.

ATTACHMENTS:

-  Attachment A: Broadband Update Presentation



Broadband Update

Briana Reed-Harmel,
Municipal Fiber Manager

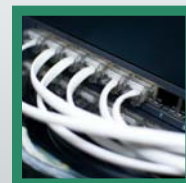
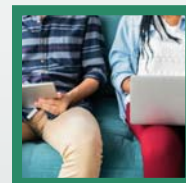
January 9, 2019



Presentation Agenda

1. Review of City Council meetings
 - a. October 23, 2018
 - b. November 6, 2018
2. Status of design and construction
3. Update on key initiatives to establish the utility
 - a. Establishing processes and systems for operations
 - b. Setting up facilities for operation
 - c. Hiring broadband staff
 - d. Developing the brand
4. Questions

LET'S TALK **BROADBAND**



Council Meeting Review

October 23, 2018 Meeting

- Council approved a resolution through 5-4 vote to send the issue to a special election in Spring 2019

November 6, 2018 Meeting

- Council overturned previous resolution approved at October 23 meeting
- Approved resolution to:
 - Establish a city-owned retail broadband network with regional collaboration
 - Secure financing to construct and operate the network
 - Include an Operational Risk Mitigation Reserve Fund

Status of Design and Construction



Design

- Wrapping up high level design for trunk and feeder routes
- Developing design standards
- Low level design of areas in progress – will continue through design/build process



Construction

- Estimated to take approximately 3-4 years once construction begins
- Service to the utility's first customers will happen as areas are built out and service becomes available



- Ditesco will be providing project management services for the design and construction of the network

Key Initiative to Establish Utility

1. Establishing processes and systems for operations
 - a. RFPs, intergovernmental agreements and procurement of operating systems, software, services, equipment, IP addresses
 - b. Developing accounting structure for utility
2. Setting up facilities for operation
3. Hiring broadband staff
4. Developing the brand



Questions



AGENDA ITEM: 2
MEETING DATE: 1/9/2019
SUBMITTED BY: Alan Krcmarik
STAFF TITLE: Executive Fiscal Advisor

ITEM TITLE:

Bond Information

DESCRIPTION:

This item is intended to give a brief update on the bonding process for the City of Loveland Broadband Project.

SUMMARY:

The first reading of an Ordinance was read at the December 18, 2018 City Council meeting. This Ordinance relates to the Electric and Communication Enterprises's issuance of revenue bonds for the City of Loveland proposed broadband system. The Ordinance authorizes the financing and construction of a municipal broadband system to provide telecommunication facilities and services, including the transmission of voice, data, graphics, and video to customers within the Electric and Communication Enterprise service territory.

The broadband system plan calls for approximately \$97 million of bond proceeds; the exact amount depends on a number of factors including the interest rate on the bonds, the term of the bonds, and structure of the financing. The bond issue includes both tax-exempt bonds and taxable bonds. The net effective interest rate on both types of bonds shall not exceed 6.0%. Based on the most recent bond issuance financing plan, the latest maturity on the taxable bonds is projected to be 2032 and the latest maturity on the tax exempt bonds is projected to be 2049. These dates are subject to change based on results of meeting with the rating agencies and final pricing recommendations from the underwriter.

The purpose of this item was to present the Ordinance and receive a motion by City Council, acting as the governing body of the Electric and Communications Enterprise, authorizing the issuance and sale of the tax-exempt and taxable revenue bonds for the Electric and Communications Utilities and providing for the sources of payment and other details concerning the bonds.

The next reading of this Ordinance will be on January 15, 2019 at the City Council meeting.

RECOMMENDATION:

Information item only. No action required.



AGENDA ITEM: 3
MEETING DATE: 1/9/2019
SUBMITTED BY: Lindsey Johansen
STAFF TITLE: Customer Relations Specialist

ITEM TITLE:

Broadband Outreach Update

DESCRIPTION:

This item will provide an update on the broadband outreach activities.

SUMMARY:

Lindsey Johansen will provide updates on broadband outreach including:

1. Review of activities since approval
2. Communications planning
3. Brand development

Media Summary:

- 10/21/2018 Reporter Herald - [Loveland council to vote on bond issue, business plan for municipal broadband](#)
- 10/24/2018 Reporter Herald - [Voters to decide on Loveland broadband utility](#)
- 10/26/2018 Reporter Herald - [Ken Davidson: Loveland voters already said yes to broadband](#)
- 11/6/2018 Reporter Herald - [Loveland council to vote again on budget, development code, broadband](#)
- 11/7/2018 Reporter Herald - [Loveland council re-votes on broadband, will build network without public vote](#)
- 11/8/2018 Reporter Herald - [Loveland city attorney: No conflict for Fogle on municipal broadband](#)
- 11/10/2018 Reporter Herald - [Editorial: Loveland should move forward with broadband](#)
- 12/17/2018 Reporter Herald - [Loveland poised to issue bonds for municipal broadband](#)
- 12/26/2018 BizWest - [Loveland names new leader for broadband division](#)

RECOMMENDATION:

Information item only. No action required.



AGENDA ITEM: 4
MEETING DATE: 1/9/2019
SUBMITTED BY: Brieana Reed-Harmel
STAFF TITLE: Municipal Fiber Manager

ITEM TITLE:

Fiber Management Intergovernmental Agreement with Platte River and Acceptance of Transfer of Fiber Assets

DESCRIPTION:

The Platte River Power Authority (Platte River) Board adopted resolutions on September 27, 2018 authorizing the transfer of title to Loveland of the local fiber optic loop constructed in Loveland for the purposes of electric operations. A condition precedent to the transfer of the assets is the execution of an intergovernmental agreement (IGA) between Platte River and the City addressing fiber management. This IGA will also be presented to the Loveland Utilities Commission (LUC) for a recommendation at the January 16, 2019 meeting and then be presented to City Council for consideration at the February 19, 2019 meeting.

SUMMARY:

Platte River constructed a fiber optic system within and connecting the owner communities of Estes Park, Longmont, Fort Collins and Loveland for the purposes of electric operations. Excess fiber was installed in the network because the incremental costs of installing additional fiber were insignificant relative to the costs of installing the fibers necessary for Platte River communications. Upon completion of the fiber network Platte River transferred the excess fibers in the Longmont loop to Longmont, but retained ownership of the other local loops and leased dark fiber for the benefit of the other three owner communities.

To enable the owner communities to take ownership and control of the local fiber optic loops, four resolutions were approved by the board of Platte River on September 27, 2018. A condition precedent to the transfer of these assets is the execution of an IGA addressing fiber management. The attached Fiber Management IGA defines the rights and obligations of the parties pertinent to the continued operations and maintenance of the loop fiber and contains protocols applicable to all parties that are accessing the fiber assets.



The long-haul excess fiber will continue to be owned by Platte River and leased for the benefit of the communities. Revenue from long-haul leases will be used for easement acquisition and technology upgrades to the long-haul fiber. In the future, it is contemplated that the ownership of the excess fiber in the long-haul may be transferred to the communities.

The Fiber Management IGA shall be effective between Platte River and Loveland once executed by both parties.

RECOMMENDATION:

Adopt a motion recommending that City Council approve a resolution authorizing the City Manager to execute an Intergovernmental Agreement for Fiber Management between Loveland and Platte River Power Authority and approving the City Manager's acceptance of Platte River Power Authority's transfer to the City of Loveland the one hundred and thirty-two strands of excess fiber and associated assets located within the Loveland local fiber optic loop.

ATTACHMENTS:

-  Attachment A: Fiber Management IGA
-  Attachment B: PRPA Resolution No. 17-18

Attachment A

**Intergovernmental Agreement for Fiber Management
Between
Town of Estes Park
City of Fort Collins
City of Longmont
City of Loveland
And
Platte River Power Authority**

THIS INTERGOVERNMENTAL AGREEMENT FOR FIBER MANAGEMENT (“Agreement”) is made and entered into by and between The Town of Estes Park (“Estes Park”), the City of Fort Collins (“Fort Collins”), the City of Longmont (“Longmont”), the City of Loveland (“Loveland”), collectively (the “Municipalities”), individually (a “Municipality”) and Platte River Power Authority (“Platte River”).

1. Background.

Platte River constructed and maintains a fiber optic network in and around the Municipalities and between them to ensure high quality, reliable communications critical to real-time operation of its electric system. The fiber optic network includes the cables and fiber bundles on local fiber loops within the Municipalities, as well as the long-haul cables and fiber bundles that interconnect these local Municipal loops. Installation of the fiber optic network was necessary to replace and upgrade the communication systems used for Platte River’s operational control of the transmission substations through which Platte River delivers power to the Municipalities. As installed, the fiber optic network includes more fiber than that required for Platte River’s purposes. At the time of installation, the Platte River Board of Directors determined that the incremental costs associated with installing the excess fiber were insignificant. The excess fiber was intended to be dedicated to the Municipalities to be used for their telecommunications purposes. To further the telecommunications purposes of each Municipality, Platte River has conveyed to each Municipality ownership of the excess fiber within their respective local fiber loops. The cost of the excess fiber has been fully depreciated and applied to the equity interests held by each respective Municipality.

To ensure the reliability of its electric system, Platte River must remain responsible for managing the fiber optic network including operations, maintenance and capital replacement services and costs, including the excess fibers regardless of fiber strand ownership. To this end, Platte River adopted an accounting policy through Resolution No. 16-17 that places certain cost responsibilities with Platte River for replacement, operations and maintenance expenses on the fiber optic network in recognition of the importance of the fiber system for electric reliability. Platte River is also willing to perform other services as directed by a Municipality, including but not limited to negotiating dark fiber leases. This Agreement sets forth the terms and conditions whereby Platte River will provide fiber optic network management and related services to the Municipalities.

2. Definitions.

Dark Fiber – Excess Fiber within the Fiber Optic Network that is not in use.

Excess Fiber – Fiber optic strands contained within the Fiber Optic Network that are in excess of the twelve (12) strands (or more in some instances) required for Platte River’s electric operations.

Fiber Cable – The cable within the Fiber Optic Network that contains the Platte River Fiber and the Excess Fiber.

Fiber Optic Network – Consists of cables and fiber bundles on the local fiber loops within the electric service area of the Municipalities, as well as the long-haul cables and fiber bundles that interconnect the Municipalities, irrespective of ownership of the individual fibers, which contain fibers that are utilized to operate the bulk electric system. The Fiber Optic Network does not include the Fiber Laterals not owned by Platte River spliced onto the Fiber Optic Network.

Fiber Optic Network Accounting Policy – The policy adopted by Platte River through Resolution No. 16-17 to establish cost responsibility and accounting treatment for the Fiber Optic Network, attached as **Exhibit B**, as such policy may be updated from time to time.

Fiber Laterals – Fiber Optic cables connected to the Fiber Optic Network for the purpose of serving specific uses, which may be owned in whole or in part by Platte River, a Municipality, or other users under leases of Excess Fiber.

Local Loop – The cables and fiber bundles located on the local fiber ring within the electric service area of a Municipality.

Long-Haul – The cables and fiber bundles located on the long-haul sections of the Fiber Optic Network that interconnect the Local Loops.

Platte River Fiber – Generally twelve (12) strands of fiber located within a single buffer tube within the Fiber Optic Network which are required for Platte River’s electric operations. There may be instances where Platte River owns additional strands or additional buffer tubes in the Fiber Optic Network.

System-wide Fiber Maintenance Protocol – The set of system-wide fiber optic practices and standards for the Fiber Optic Network, equipment, splicing, and the conditions of hand holes and splice cases adopted by Platte River the initial version of which is attached as **Exhibit A**, as may be updated from time to time by the Technical Committee.

3. Term.

This Agreement may be executed by the parties hereto in counterparts and will be effective as between Platte River and each Municipality upon execution (“Effective Date”). This Agreement will remain in effect between Platte River and a Municipality that has executed the Agreement for as long as the Municipality continues to use the Excess Fiber located within the Fiber Cable and until terminated as set forth in Section 12 herein. If a Municipality intends to discontinue use of the Excess Fiber, that Municipality will provide one-year written notice of its intent to Platte River.

4. Administration.

Two committees will provide assistance in the implementation of this Agreement. Matters coming before the committees will be resolved by majority vote.

- A. The Technical Committee consists of one representative each from Estes Park, Fort Collins, Longmont, Loveland, and Platte River, each of whom shall have one vote. Each Municipality shall appoint a representative who has technical experience in fiber management. The committee will meet no less frequently than once each calendar year in the fourth quarter, or such other time as the parties may mutually agree and will provide technical support and input regarding Platte River's management of the Fiber Optic Network. The Technical Committee shall have the authority to review and update the System-wide Fiber Maintenance Protocol ("Protocol"). Provided, however, that Platte River shall have the final decision-making authority with respect to aspects of the Protocol that impact the reliability of Platte River's electric system. The agenda for the annual meeting may also include consideration of Platte River's fiber management and other issues involving the operation and management of the Fiber Optic Network.
- B. The Executive Committee consists of the utility or broadband directors of each of the four Municipalities and Platte River's General Manager, each of whom shall have one vote. Provided, however, that Platte River shall have the final decision-making authority with respect to decisions of the Executive Committee that impact the reliability of Platte River's electric system. The Executive Committee will meet as necessary or as requested by members of the Executive Committee. The Executive Committee will evaluate Platte River's fiber management, provide policy direction to Platte River relating to the leasing of Excess Fiber on the Long-Haul and operation of the Long-Haul Fiber Account, resolve any disputes that arise in the management of the Fiber Optic Network and address any other policy issues that require executive decision-making authority.

5. Management of the Fiber Optic Network – Platte River's Role and Responsibilities.

In order to prevent or minimize controllable outages the parties hereto acknowledge that it is crucial that a single entity take a holistic system-wide view when managing physical work being performed on the Fiber Optic Network. Platte River will perform the following system-wide management activities:

- a. Coordinate and communicate with the impacted Municipalities when fiber work is performed to ensure that two or more activities are not performed simultaneously thereby opening the fiber loop in multiple places at one time.
- b. Coordinate and communicate with the impacted Municipalities, Platte River's Power System Operations, Substation Engineering, and Telecommunications when fiber work is performed to ensure that no other operational conditions are present which could be compounded by a fiber outage.
- c. In consultation with the Technical Committee, set system-wide fiber optic standards for equipment, splicing, and the conditions of hand holes and splice cases (the "System-wide Fiber Maintenance Protocol"), the initial version of which is attached hereto as **Exhibit A** and incorporated herein, as amended from time to time.
- d. Communicate with the impacted Municipalities and Platte River's Electric Operations so that they know when work is being performed on the Fiber Optic Network.
- e. In consultation with the Technical Committee, ensure that common standards are implemented across the entire Fiber Optic Network and ensure that only qualified entities perform work on the Fiber Optic Network.

- f. Platte River will be responsible for locating the Fiber Optic Network.

Each Municipality shall have the right to perform, with its own forces or through qualified third parties, such physical work as it deems necessary or appropriate to the maintenance, use, and enhancement of its Local Loop and related portions of the Fiber Optic Network, subject to coordination by Platte River in accordance with the forgoing provisions and the System-wide Fiber Maintenance Protocol.

6. Cost Responsibility.

Costs associated with the Fiber Optic Network shall be allocated as set forth in Platte River's Fiber Optic Network Accounting Policy, attached hereto as **Exhibit B** and incorporated herein, as amended from time to time.

Administrative expenses in the amount of ten percent (10%) of the lease revenues collected shall be deducted by Platte River from lease revenues due to the Municipalities to cover Platte River's costs incurred in leasing Excess Fiber on behalf of the Municipalities. The ten percent (10%) fee shall be reviewed and modified periodically by Platte River, as necessary, to ensure that it remains a reasonable estimate of Platte River's actual administrative expenses. No administrative fee shall be assessed for leases that have been pre-paid prior to execution of this Agreement.

Costs to repair damage to the Fiber Optic Network shall be borne by the entity legally responsible for causing such damage.

7. Reliability Standards.

The parties hereto acknowledge that as a "Transmission Operator" (defined by the Glossary of Terms Used in NERC Reliability Standards), Platte River must comply with NERC Standard TOP-001. The parties hereto further acknowledge that Platte River shall follow its adopted outage coordination procedure for TOP-001, as amended from time to time.

8. Role and Responsibilities of the Municipalities.

Each Municipality shall comply with the System-wide Fiber Maintenance Protocol set forth in **Exhibit A** hereto, as amended from time to time by the Technical Committee. No work shall be performed on the Fiber Optic Network by a Municipality without compliance with the System-wide Fiber Maintenance Protocol. Additional temporary and/or limited-area protocols may be agreed upon between Platte River and a Municipality if required to address unique circumstances that affect the Local Loop in that Municipality.

9. Excess Fiber Leasing.

In October 1998, the Platte River Board of Directors adopted Resolution 17-98 which authorized the General Manager to negotiate dark fiber leases on behalf of the Municipalities. Since that time, Platte River has been leasing dark fiber within the Local Loops in Fort Collins, Loveland and Estes Park to third parties and returning the revenue associated therewith to the Municipality within whose electric service area the leased dark fiber is located. Platte River has retained revenue from leases of dark fiber within the Long-Haul to cover its operating expenses.

As requested by a Municipality, Platte River may perform the following tasks on behalf of the Municipalities:

- a. Negotiate and execute leases, or extensions of current leases, of Excess Fiber located within its Local Loop with telecommunications providers and other entities. The terms and conditions set forth in such leases shall be acceptable to the requesting Municipality. Local Loop lease rates shall be determined independently by the requesting Municipality. At any time, a Municipality may choose to assume responsibility for leasing its own fiber within its Local Loop; and
- b. Pay the net revenues from Local Loop leases (gross revenues less administrative expenses deducted in accordance with Section 6 of this Agreement) quarterly to the Municipality within whose electric service area the leased Excess Fiber is located; and
- c. In consultation with, and consistent with the policy direction given by the Executive Committee, negotiate and execute leases, or extensions of current leases, of Excess Fiber within the Long-Haul with telecommunications providers and other entities. To the extent possible the terms and conditions set forth in such leases shall be consistent with leases of fiber located within the Local Loops, and shall be acceptable to the Executive Committee. Long-Haul lease rates shall be determined independently by Platte River; and
- d. So long as Platte River retains ownership of the Excess Fiber within the Long-Haul, net revenues (gross revenues less administrative expenses deducted in accordance with Section 6 of this Agreement) from Long-Haul Leases shall be maintained in an account to be managed by Platte River for the benefit of the Municipalities (the "Long-Haul Fiber Account"). The Long-Haul Fiber Account shall be used by Platte River, in a manner consistent with the policy direction provided by the Executive Committee, to pay for expenses associated with the Long-Haul which are not covered in the Fiber Optic Network Accounting Policy, including, but not limited to easement acquisition and technology upgrades to, or expansion of, the Long-Haul. Expenses shall not exceed the balance in the account. In the event that ownership of the Excess Fiber within the Long-Haul is transferred to the Municipalities, funds remaining in the Long-Haul Fiber Account shall be transferred with such ownership in the same proportion (i.e., if ownership is transferred to each Municipality equally, the account balance shall be distributed equally); and
- e. Perform related fiber leasing tasks at the request of a Municipality including, but not limited to, customer management and billing, customer notices, and response to customer questions.

10. Additional Tasks.

In addition to the leasing of Excess Fiber tasks set forth in Section 9 above, Platte River will perform the following tasks within the Fiber Optic Network upon request of a Municipality:

- a. Fiber optic design
 - (i.) Design fiber circuits that meet the customer's needs
 - (ii.) Provide quotes for proposed fiber work
- b. Fiber optic splicing

- (i.) Build splice diagrams for accepted work
- (ii.) Fiber work coordination
- (iii.) Customer notifications
- (iv.) Equipment maintenance and calibration
- (v.) Traffic control
- (vi.) Document completed work
- c. Fiber optic locating of laterals
- d. Fiber optic database & documentation maintenance
- e. Fiber optic system maintenance, troubleshooting, and repair
 - (i.) Responding to fiber cuts
 - (ii.) Replacing damaged vaults
 - (iii.) Troubleshooting fiber performance issues
 - (iv.) Replacing damaged patch panels
 - (v.) Rebuilding splice cases
- f. Coordinating capital improvements
 - (i.) Procurement
 - (ii.) Project management

Payment for the above tasks shall be made by the requesting Municipality upon billing by Platte River, which billing shall not occur more frequently than monthly and shall identify the tasks performed during the billing period. Platte River will bill the requesting Municipality for labor at the current hourly labor rate and benefits for the Platte River staff performing the work. Platte River will bill the requesting Municipality for equipment use and the actual costs of any contracted labor or parts used in work performed under this Agreement.

Alternatively, each Municipality may perform such work with respect to its Local Loop and other related portions of the Fiber Optic Network through its own forces or a qualified contractor, subject to coordination by Platte River in accordance with Section 5 above and the System-wide Fiber Maintenance Protocol.

11. Confidentiality.

If a party to this Agreement provides confidential information to another party which is identified as such, the receiving party shall, to the extent authorized by law, protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information. Neither party shall, however, be required to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, or by statute, is independently developed by the receiving party, or which becomes available to the receiving party without known restrictions from a third party. Documents and other materials supplied to a party to this Agreement may potentially become public records subject to inspection by outside parties pursuant to the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq., as amended.

12. Termination.

This Agreement shall terminate between Platte River and a Municipality when either party no longer uses its fiber located within the existing Fiber Cable for a period of twelve (12) consecutive months including any third-party leases. After termination no party shall reuse fiber located within the existing Fiber Cable until such party has provided written acknowledgement that such reuse is subject to the terms of this Agreement. Upon receipt of the notice required under Section 3, the Municipality shall be responsible for the actual costs, if any, associated with reconfiguration of the Local Loop, which costs may include disconnecting any laterals that are no longer necessary. Alternatively, a Municipality may request that Platte River vacate the existing Fiber Cable and, if Platte River agrees to relocate, the Municipality shall build a new fiber route according to Platte River's specifications at its cost for the Platte River Fiber (notwithstanding anything to the contrary in the Fiber Optic Network Accounting Policy). The parties may negotiate the transfer of title of unused or vacated fiber, which may include transfer of title in lieu of costs, if any, associated with reconfiguration. If this Agreement is terminated by one Municipality as set forth herein, Platte River shall have a continuing obligation to provide services under this Agreement to the other Municipalities.

13. Notices.

All notices, requests, demands, and other communications under this Agreement shall be in writing and duly given upon delivery, if delivered personally, or upon depositing in the U.S. Mail, postage prepaid and certified, return receipt requested, and addressed to the proper party as follows:

City of Fort Collins
300 LaPorte Avenue
Fort Collins, CO 80522
Attn: City Manager

City of Longmont
Civic Center Complex
350 Kimbark
Longmont, CO 80501
Attn: City Attorney
Attn: LPC General Manager

Platte River Power Authority
2000 E. Horsetooth Road
Fort Collins, CO 80525
Attn: General Manager/CEO

Town of Estes Park
170 MacGregor Ave
Estes Park, CO 80517
Attn: Utilities Director

City of Loveland
500 E 3rd Street
Loveland, CO 80537
Attn: _____

14. Assignment.

Neither the Municipalities nor Platte River shall assign or transfer any interest in this Agreement, the Excess Fiber or the Fiber Optic Network without the prior written consent of the other parties. This provision shall survive the termination of this Agreement.

15. Provisions Construed as to Fair Meaning.

The provisions of this Agreement shall be construed as to their fair meaning and not for or against any party based upon attribution of the language in question.

16. Headings for Convenience.

All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation of effect of this Agreement.

17. Compliance with Ordinances and Regulations.

Platte River and the Municipalities shall perform their obligations under this Agreement in strict compliance with all federal, state and Municipal laws, rules, statutes, charter provisions, ordinances, and regulations applicable to their performance under this Agreement.

18. No Implied Representations.

No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Agreement.

19. No Third-Party Beneficiaries.

None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Municipalities or Platte River receiving services or benefits under this Agreement shall be only an incidental beneficiary.

20. Indemnification.

- A. To the extent allowed by law, in connection with the obligations of each Municipality under this Agreement, each Municipality agrees to indemnify and hold harmless Platte River, and its officers and employees, against all liabilities, claims and demands which arise from any negligent act or omission of the Municipality's officers or employees which occurred during the performance of their duties and within the scope of their employment. In addition, to the extent allowed by law each Municipality agrees to indemnify Platte River, and its officers and employees, from all costs and expenses related to defending such liabilities, claims and demands, including but not limited to, litigation costs and reasonable attorney's fees, whether any such liabilities, claims and demands are groundless, frivolous, false or fraudulent. However, each Municipality and Platte River acknowledge Land agree that all such liabilities, claims and demands shall be subject to any notice requirements, defenses, immunities and limitations to liability that the Municipality and its officers and employees may have under the Colorado Governmental Immunity Act (C.R.S. §24-10-101, et seq.) and under any other law.

- B. To the extent allowed by law, in connection with the obligations of Platte River this Agreement, Platte River agrees to indemnify and hold harmless the Municipalities, and their officers and employees, against all liabilities, claims and demands which arise from any negligent act or omission of Platte River's officers or employees which occurred during the performance of their duties and within the scope of their employment. In addition, to the extent allowed by law Platte River agrees to indemnify the Municipalities, and their officers and employees, from all costs and expenses related to defending such liabilities, claims and demands, including but not limited to, litigation costs and reasonable attorney's fees, whether any such liabilities, claims and demands are groundless, frivolous, false or fraudulent. However, Platte River and each Municipality acknowledge and agree that all such liabilities, claims and demands shall be subject to any notice requirements, defenses, immunities and limitations to liability that Platte River and its officers and employees may have under the Colorado Governmental Immunity Act (C.R.S. §24-10-101, et seq.) and under any other law.

- C. In no event will any party be liable to another party for consequential, incidental, or punitive damages.

21. Expenditure Not to Exceed Appropriation.

The financial obligations of the parties hereto under this Agreement are contingent upon the annual appropriation, budgeting and availability of specific funds to discharge those obligations. Nothing in this Agreement shall create a multiple-fiscal year debt or other financial obligation or fiscal obligation of any kind payable in a fiscal year beyond the fiscal year for which funds are so appropriated for the payment of current expenditures.

22. Integrated Agreement and Amendments.

This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. The parties shall only amend this Agreement in writing with the proper official signatures attached hereto.

23. Waiver.

No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

24. Severability.

Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provisions of this Agreement.

25. Governing Law and Enforceability.

This Agreement shall be governed and construed in accordance with the binding laws of the State of Colorado, venue shall be in the County of Larimer, State of Colorado. In addition, the parties hereto recognize that there are legal constraints imposed upon the Municipalities and Platte River by constitutions, statutes, rules and regulations of the State of Colorado, and of the United States, and imposed upon them by Municipal Charter and Municipal Code, and that, subject to such constraints, the parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in no event shall either of the parties hereto exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner to be effective and valid under applicable law.

26. Binding Effect.

This Agreement shall be binding upon the parties and their respective successors and assigns.

27. Counterparts.

This Agreement may be executed by the parties hereto in counterparts.

In Witness Whereof, the parties execute this Agreement as of the dates set forth in the signature blocks below.

PLATTE RIVER POWER AUTHORITY

By: _____
General Manager/CEO
Date: _____

APPROVED AS TO FORM:

By: _____
Deputy General Counsel

ATTEST:

By: _____
Secretary

TOWN OF ESTES PARK, COLORADO

By: _____
Mayor
Date: _____

ATTEST:

By: _____
Town Clerk

CITY OF FORT COLLINS, COLORADO

By: _____
City Manager
Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

CITY OF LOVELAND, COLORADO

By: _____
City Manager
Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

CITY OF LONGMONT, COLORADO

By: _____
Mayor
Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

Director of Longmont Power & Communications

APPROVED AS TO FORM:

Assistant City Attorney

PROOFREAD:

EXHIBIT A

System-wide Fiber Maintenance Protocol Initial Version

Approved by Technical Committee November 7, 2018

1 Purpose

This protocol governs maintenance activities that are performed on the fiber system to ensure work is planned, coordinated, scheduled, and performed in a manner that does not negatively affect the underlying critical services that rely on the fiber system.

2 Scope

Fiber work is defined as a planned fiber cut or planned fiber disconnect.

What: This protocol applies to fiber work that is performed on infrastructure with fibers owned by both Platte River and a third party. This protocol does not apply to work being performed in meet-me vaults or on lateral cables.

Who: This protocol applies to all fiber optic cable owners and their employees and contractors that oversee or perform work on infrastructure with fibers owned by both Platte River and a third party.

3 Fiber Maintenance Protocol

3.1 Central system-wide Local Loop and long-haul fiber work coordination

The fiber system extends from north to south between Fort Collins and Longmont and from east to west between Loveland and Estes Park. The fiber system enables the monitoring, control, and teleprotection of the bulk electric system in and among Estes Park, Fort Collins, Longmont, and Loveland in addition to supporting local municipal services and commercial communication connectivity.

Many of the fiber strands located within each cable are interconnected with other cables to create circuits that extend across the entire fiber system. Work that is performed anywhere on the fiber system can negatively affect underlying communication rings that extend beyond the electric service area where the work is being performed. Work that is not coordinated may unintentionally open a ring and interrupt critical communication. Therefore, it is essential that all work performed on the fiber system be coordinated, reviewed, assessed for its effect on system-wide communications, and scheduled with all parties to reduce the risk to critical communications.

These protocols must be followed to better understand and manage risk to fiber optic dependent communication services.

3.1.1 Fiber work assessments

Fiber optic communication services can be divided into two broad categories: the logical ring and the physical ring. The physical ring includes the fiber optic vault, splice enclosure, splice trays, fiber cable, buffer tubes and fiber optic strand. The logical ring includes the equipment and logical circuits used to light up and transfer data over the physical fiber optic strands.

Some logical and physical rings are protected from a single equipment failure or a single fiber cut. These systems with multiple equipment failures and/or fiber cuts will open both rings and affect communication services. The logical ring is dependent on the physical ring. A single equipment failure in conjunction with a single fiber cut can open the logical ring in two locations resulting in the loss of communication services.

An assessment must be performed by affected municipalities and Platte River to determine if the proposed work may disrupt any communications services.

Physical ring – Assess the proposed fiber work:

1. Determine how the fiber work may impact services
2. Verify the integrity of the existing physical ring
3. Verify that a physical ring will not be opened by two or more planned cuts or disconnects being performed on the fiber system at the same time

Logical ring – Assess the proposed fiber work and proposed equipment work to evaluate if the fiber work and equipment work will conflict such that the logical network ring will not be opened by one or more planned cuts or disconnects being performed simultaneously on either physical or logical ring.

3.1.1.1 Bulk Electric System (BES) assessment

The fiber system is critical to the operation of the bulk electric transmission system. The fiber system supports SCADA and relay protection.

An assessment is required to evaluate if the proposed fiber optic work will have an adverse effect on the bulk electric system.

3.1.1.2 System-wide assessment on customer dark fiber circuits

Multiple entities in addition to the municipalities and Platte River rely on the reliable operation of the fiber system.

An assessment is required to evaluate if the proposed fiber optic work will have an adverse effect on customer connectivity. Customers must be notified if it is determined that their circuit will be affected by the fiber work. The work must be coordinated with the affected fiber customers.

3.1.1.3 Municipal Assessment

An assessment is required to evaluate if the proposed fiber optic work will have an adverse effect on municipal connectivity.

3.1.2 Work Approval

Entities that are performing non-emergency work and plan on cutting or disconnecting fiber strands on the fiber system must notify Platte River's Power System Operations, according to the Platte River Outage Coordination Procedure, and affected municipalities of proposed scheduled work and receive approval from all parties. A response for non-Platte River fiber cuts or disconnects must be given within four (4) business days or

approval is assumed. Platte River fiber cuts and disconnects must be handled according to the Platte River Outage Coordination Procedure.

Power System Operators and the municipalities have the authority to either approve or delay scheduled fiber work.

The municipalities and Platte River can designate time periods when the risk is too high to perform any fiber optic work. Entities will be required to reschedule the non-emergency fiber optic work.

3.1.3 System-wide work scheduling

Fiber work must be scheduled and coordinated so that it does not conflict with other work that is being performed on the fiber system so that the risk of a communication interruption is reduced.

4 Fiber System Standards [to be reviewed by the Technical Committee]

The fiber system is comprised of many interconnected parts that must all work together. Fiber optic strands are delicate and difficult to work with. Fiber technicians depend on a consistent, clean, and orderly fiber implementation to perform their work. Uncommon materials and equipment, incorrect labels, or untidy workmanship can make performing fiber work difficult and presents greater risk to the fiber system.

The installation of common materials allows for consistency amongst different inventories and the ability to share parts in a time of need. Consistent equipment and system configurations allows technicians to be better prepared when providing mutual aid and responding to outages or assisting with large jobs.

The proper maintenance of the fiber system will increase its longevity by protecting each fiber system component. A properly maintained fiber system results in a reduction in component replacements and lower costs over the long-term. Splice cases that have not been properly maintained become difficult to work on. Eventually the splice will be rebuilt which results in a reduction in fiber cable length. The issue then cascades as it eventually leads to a cable replacement. The practice of not scoping and cleaning patch panel connectors and fiber jumpers causes damaged to the connector which reduces light carrying capacity and leads to a patch panel replacement. This too can cascade into a cable replacement.

The following standards must be met when installing or maintaining the fiber system:

- Scope & clean connectors
- Use standardized equipment
- Use ultra-low loss fiber
- Accept a maximum of .03 dB loss for splices
- Components must be labeled
- Hand hole layout
- Splice case layout
- Fiber testing and acceptance requirements
- Limit the number of splice cases in a hand-hole
- Maintain hand-holes and splice cases in a consistent, orderly, and clean state

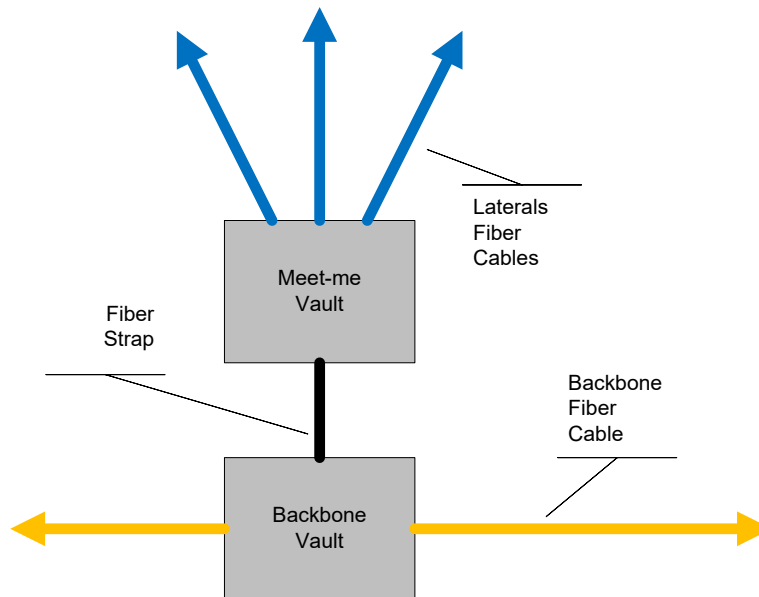
5 Meet-me Vaults

Meet-me vaults are preferred means of construction to allow a connection of customer laterals to the Local Loop without compromising or increasing risk to the Local Loop fiber cable.

The Local Loop is only accessed once to install the fiber strap which is a short fiber optic cable that connects two splice cases. From that point on, all customer laterals and all work associated with connecting customer laterals happen within the meet-me vault. This provides many benefits including:

- Reduction in risk to the Local Loop fiber cable because customer work is not performed directly on the Local Loop
- Fiber strands that contain critical traffic can remain protected in the Local Loop vault
- Outages resulting from work in the meet-me vault are localized to the customers in that vault. This allows for:
 - Easier coordination with affected customers
 - Fewer customer notifications
 - Increased confidence for the fiber technician to know which customers will be affected
- It is much easier to rebuild a meet-me vault
- An accident, like dropping a vault lid onto the fiber, affect a subset of the customers
- The Local Loop is only accessed once to install the meet-me vault. This helps ensure the integrity of the Local Loop is not compromised over time through continuous access.
- Initial splicing and re-splicing reduces fiber strand length. This is confined to the meet-me vault.

Meet-me vaults should be utilized whenever possible.



6 System-wide fiber optic documentation [to be determined by the Technical Committee].

EXHIBIT B

Fiber Optic Accounting Policy

	Policy	Version #: 1.0 Original Effective Date: 12/07/2017 Next Review Date: 12/07/2022
	Fiber Optic Network Accounting Policy	Page 1 of 2

Purpose:

To establish cost responsibility and accounting treatment for the fiber optic network primarily installed for electric operation communications. For purposes of this policy the term "fiber optic network" includes the cables and fiber bundles on the local fiber rings within the municipalities as well as the long-haul cables and fiber bundles that interconnect the municipalities, irrespective of ownership of the individual fibers. Fiber optic network does not include the fiber laterals spliced onto the fiber optic network.

Without the fiber optic cables connecting transmission substations, Platte River could not monitor, control, or protect the transmission system. The fiber optic network contains excess capacity beyond that necessary for Platte River operations, and this excess capacity is dedicated for municipal uses. Platte River requires a fiber optic network for electric operations independent of the other benefits provided by the extra capacity. It is for this reason, and in recognition that the cost to add the extra capacity was immaterial and would have little to no impact on the rate setting process, that Platte River is proposing the accounting treatment detailed in this policy.

Policy:

This policy covers expenses incurred for the installation of capital fiber assets as well as ongoing operations and maintenance costs.

Capital Costs

Platte River will assume all capital costs for newly installed fiber optic cables or for any replacement after the initial installation of the fiber optic network as a capital asset, regardless of fiber strand ownership. The replacement asset will be depreciated as a Platte River asset and will be recovered through Platte River's rates in the same manner as other capital assets.

If portions of the fiber optic network require replacement, Platte River will assume the costs for replacing the fiber optic network and Platte River owned laterals only. The cost for re-splicing other laterals into the system will be borne by the owner of the lateral.

The accounting treatment applied in 1998 for the costs of the original fiber optic assets will remain the same, which assets will be fully depreciated in 2018.

As discussed with Platte River's auditors, this policy does not require the use of GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989, FASB and AICPA Pronouncements*, Regulated Operations, paragraph 476-500, treatment because the incremental cost to install additional fiber strands beyond those needed for Platte River communications would have little to no impact on the rate setting process.

Operations and Maintenance Costs

Costs associated with operations and maintenance of the fiber optic network will be borne by Platte River. The relocation costs of the fiber optic network, or any portion thereof, will be borne by the entity requesting the relocation. The cost for splicing laterals into the system will be borne by the owner of the lateral cable.

Implementing Parties and Assigned Responsibilities:

	Policy	Version #: 1.0 Original Effective Date: 12/07/2017 Next Review Date: 12/07/2022
	Fiber Optic Network Accounting Policy	Page 2 of 2

<p>The Controller reviews and implements this policy. During review, the incremental cost will be assessed, in conjunction with the auditors, for materiality and impacts on the rate setting process. Necessary revisions will be brought before the Platte River Board of Directors.</p>
<p>Associated Items (if applicable):</p>
<p>September 2017 Fiber Asset Ownership Whitepaper Fiber optic network asset accounting treatment procedure and Resolution No. 16-17.</p>
<p>Definitions (if applicable):</p>

Document Owner: Controller	Original Effective Date: 12/07/2017
Authority: Board of Directors	Review Frequency: Every 5 years
Counsel Review: General Counsel or Associate General Counsel	Current Effective Date: 12/07/2017

Version	Date	Action	Author	Change Tracking (new, review, revision)
1.0	12/07/2017	Original Policy by Board Resolution No. 16-17	Shelley Nywall	New

Attachment B

RESOLUTION NO. 17-18

WHEREAS, Platte River Power Authority (Platte River) constructed a fiber optic network (the "Fiber Optic Network") in and around Platte River's owner communities of Estes Park, Fort Collins, Longmont and Loveland, Colorado, (the "Owner Communities") which network includes a fiber ring ("Local Fiber Optic Loop") in each of these communities; and

WHEREAS, installation of the Fiber Optic Network was necessary to replace and upgrade the communication systems used for Platte River's operational control of the transmission substations through which Platte River delivers power to the Owner Communities; and

WHEREAS, costs associated with the Fiber Optic Network are allocated as set forth in Platte River's Fiber Optic Network Accounting Policy, adopted through Resolution No. 16-17, as such policy may be updated from time to time; and

WHEREAS, due to the insignificant incremental cost of installing fiber beyond the operational needs of Platte River, as installed Platte River's Fiber Optic Network includes more fiber than required for Platte River's purposes (the "Excess Fiber"); and

WHEREAS, the Excess Fiber was intended to be used by the Owner Communities for their purposes; and

WHEREAS, the cost of the Excess Fiber has been fully depreciated, resulting in a reduction of equity in Platte River for each respective Owner Community; and

WHEREAS, in 1998 Platte River transferred title to Longmont of One Hundred and Thirty-Two (132) strands of Excess Fiber in the Longmont Local Fiber Optic Loop for its use; and

WHEREAS, Loveland desires to take ownership of the One Hundred and Thirty-Two (132) strands of Excess Fiber located within the Loveland Local Fiber Optic Loop, and ownership of other assets owned by Platte River that support connectivity and operation of such Excess Fiber (the "Associated Assets"); and

WHEREAS, Platte River desires to grant ownership of the One Hundred and Thirty-Two (132) strands of Excess Fiber located within the Loveland Local Fiber Optic Loop, and ownership of Associated Assets, to the City of Loveland; and

WHEREAS, Platte River desires to retain ownership of fiber required to operate Platte River's electric system (the "Platte River Fiber"); and

WHEREAS, Platte River and Loveland desire to enter into an Intergovernmental Agreement for Fiber Management ("Fiber Management IGA") which defines their respective responsibilities related to the operation of the Fiber Optic Network; and

WHEREAS, Platte River desires to document its right to occupy and maintain the Platte River Fiber within the Loveland municipal streets, rights-of-way and electric infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Platte River that the General Manager be, and hereby is, authorized to:

- (1) Upon execution of a Fiber Management IGA acceptable to the parties, and upon development of a mutually acceptable detailed description of the assets to be conveyed, transfer ownership of One Hundred and Thirty-Two (132) strands of Excess Fiber located within the Loveland Local Fiber Optic Loop to the City of Loveland, and transfer ownership of Associated Assets; and
- (2) Execute an Acknowledgement of Asset Transfer document to evidence the transfer of the Excess Fiber and Associated Assets from Platte River to the City of Loveland, which Acknowledgement of Asset Transfer document shall be substantially in the form set forth in **Exhibit A**, attached hereto and incorporated herein by this reference; and
- (3) Convey additional Excess Fiber and Associated Assets to the City of Loveland subject to the Fiber Management IGA. In addition to the One Hundred and Thirty-Two (132) strands of Excess Fiber referenced above, Platte River and Loveland may from time to time identify additional Excess Fiber and Associated Assets

owned by Platte River that may be transferred to Loveland. Upon the request of Loveland, and upon development of a mutually acceptable detailed description of the assets to be conveyed, the General Manager is authorized to transfer ownership of such additional Excess Fiber and Associated Assets within the Fiber Optic Network to the City of Loveland by execution of an Acknowledgement of Asset Transfer document in the form provided herein upon a finding by the General Manager that such Excess Fiber and Associated Assets are no longer needed for Platte River's purposes; and

- (4) Work cooperatively with the City of Loveland to identify and address physical access and security issues associated with shared assets including patch panels and ports; and
- (5) Execute such agreements as may be necessary and appropriate to document Platte River's right to occupy and maintain the Platte River Fiber within the Loveland municipal streets, rights-of-way and electric infrastructure.

AS WITNESS, I have executed my name as Secretary and have affixed the corporate seal of the Platte River Power Authority this 27 day of September, 2018.



Secretary

Adopted: September 27, 2018
Vote: 7-0



EXHIBIT A

Acknowledgement of Asset Transfer

September 27, 2018

This is to acknowledge that Platte River Power Authority, has this day transferred to the City of Loveland, One Hundred and Thirty-Two (132) strands of Excess Fiber located within the Loveland Local Fiber Optic Loop, and Associated Assets, more particularly described in **Attachment A**, attached hereto and incorporated herein by this reference. The cost of the fiber has been fully depreciated, resulting in a reduction of the City of Loveland equity in Platte River Power Authority over the period of 1999 to 2018, thus is transferred to the City of Loveland for no compensation.

By: Jason Frisbie

Jason Frisbie, General Manager/CEO

Platte River Power Authority

Witnessed by:

[Signature]

Secretary

Accepted By: _____

[Title]

City of Loveland



AGENDA ITEM: 5
MEETING DATE: 1/9/2019
SUBMITTED BY: Joe Bernosky
STAFF TITLE: Director

ITEM TITLE:

Commission & Council Report

SUMMARY:

Discuss events that the Loveland Communications Advisory Board Liaisons attended, special topics and any City Council items related to the Broadband Project from the past month.

- City Council Report – Verbal

RECOMMENDATION:

Commission/Council report only.

ITEM TITLE:

Director's Report

SUMMARY:

Discuss events that the Director attended, special topics and items directly related to the Broadband Project from the past month.

ANNOUNCEMENTS:

I'm pleased to announce that Briana Reed-Harmel has been named the new Division Manager for the high-speed fiber (AKA broadband) enterprise that will be housed within LWP. Briana's been doing an outstanding job during the preparatory phases of this effort and will now report to me along with the other Division Managers; initial staffing efforts are underway. I am also pleased to announce that Ditesco will be assisting with the construction effort.

RECOMMENDATION:

Director's report only.