Legislation Details (With Text)

File #:	39537	**Version:** 2	**Name:**	Agreement with Extenet Systems	
Type:	Resolution		**Status:**	Passed	
File created:	7/29/2015		**In control:**	BOARD OF ESTIMATES (ended 4/2017)	
On agenda:	10/6/2015		**Final action:**	10/6/2015	
Enactment date:	10/9/2015		**Enactment #:**	RES-15-00783	

Title: SUBSTITUTE resolution authorizing the Mayor and City Clerk to enter into an agreement with Extenet Systems, Inc. for a pilot program to place Distributed Antenna System (DAS) wireless attachments on two (2) City-owned street light poles, one on Mineral Point Road and one on Gammon Road. A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Extenet Systems, Inc. for a pilot project to place Distributed Antenna System (DAS) wireless attachments on two city-owned street light poles, one on Mineral Point Road and one on Gammon Road.

Sponsors: Paul R. Soglin, Paul E. Skidmore

Indexes:

Code sections:

Attachments: 1. 10681 License - Extenet - updated Exhibit A.pdf, 2. 10681 License - Extenet - updated Exhibit B.pdf, 3. V1 Extenet Master25-Sep-2015-07-45-51.pdf

Date	Ver.	Action By	Action	Result
10/6/2015	2	COMMON COUNCIL	Adopt	Pass
9/28/2015	2	BOARD OF ESTIMATES (ended 4/2017)	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
8/4/2015	1	COMMON COUNCIL	Refer	Pass
7/29/2015	1	Attorney's Office	Referred for Introduction	

Fiscal Note

The administration and license fees payable under this license ($5,000) will be deposited to Munis Charge Code 63039. The electrical usage fee payable under this license will be deposited to Munis Charge Code 63039.

Title

SUBSTITUTE resolution authorizing the Mayor and City Clerk to enter into an agreement with Extenet Systems, Inc. for a pilot program to place Distributed Antenna System (DAS) wireless attachments on two (2) City-owned street light poles, one on Mineral Point Road and one on Gammon Road. ~~A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Extenet Systems, Inc. for a pilot project to place Distributed Antenna System (DAS) wireless attachments on two city-owned street light poles, one on Mineral Point Road and one on Gammon Road.~~

Body

~~BY TITLE ONLY~~ As more people adopt high-capacity wireless devices such as smartphones and tablets, indoor and outdoor Distributed Antenna System (“DAS”) Networks are being deployed in cities as a means to expand data capacity and provide more uniform coverage to wireless customers. DAS refers to a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area. A distributed antenna system may be deployed indoors (an iDAS) or outdoors (an oDAS). A DAS Network may be deployed and owned by a single wireless service provider, a third -party neutral-host DAS Network service provider, an enterprise customer or a building or venue owner.

In outdoor DAS Networks, DAS Network providers wish to attach nodes in the public right of way on existing infrastructure, such as utility poles and streetlights.

The City of Madison does not own any utility poles (poles used for the operation of a utility) however the City does own a number of street light poles in the highway right of way which may be suitable for DAS attachment under appropriate circumstances and with appropriate compensation as a proprietary function of the City as the property owner.

Extenet approached the City with an identified need to improve wireless data coverage on behalf of its customer(s) on the west side of Madison by placing outdoor Distributed Antenna System (DAS) nodes in two locations on City property: one in the south side terrace of Mineral Point east of Westfield Road and one in the west side terrace of Gammon Road north of Odana Road. Extenet ultimately proposes to replace existing light pole structures with a new street light poles that meet the City's specifications for design, appearance and function with Extenet's radios built into the pole design; rather than attaching DAS nodes to existing City poles, however this would be a future project and not part of the pilot proposed here.

WHEREAS, Extenet Systems, Inc. ("Extenet"), a third-party neutral-host DAS Network service provider, has requested that the City allow it to install, as a pilot project, DAS wireless attachments on two (2) existing City-owned street light poles, one on Mineral Point Road and one on Gammon Road (collectively, the "Poles"); and

WHEREAS, the terms of a pilot license agreement for placement of DAS nodes on two (2) light poles ("Pilot License") have been negotiated between Extenet and City of Madison Traffic Engineering, City Attorney and Real Estate staff; and

WHEREAS, this pilot program is intended solely for these two (2) sites under these specific circumstances and in no way indicates the City's establishment of a policy beyond the two (2) sites involved; and

WHEREAS the City reserves the right to establish, or not establish, policies and procedures for future requests for DAS or small cell installation on City-owned property or in the City right-of-way consistent with applicable laws, including any future request from Extenet, and this pilot shall in no way be interpreted as the establishment of any official policy or application process; and

WHEREAS, the City Attorney's office shall review and approve the Pilot License as to form.

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the grant of a license ("Pilot License") to Extenet Systems, Inc. ("Extenet") for the installation, operation and maintenance of DAS wireless attachments (collectively, the "Equipment") on two (2) City-owned light poles located in the public rights of way of Mineral Point Road and Gammon Road) (the "Poles"), which shall include but not be limited to the following terms and conditions:

1. A photo depiction of the Equipment is provided on attached Exhibit A and the locations of the two (2) Poles are denoted on the map attached as Exhibit B.

2. The term of the Pilot License shall be one (1) year, commencing on the date of full execution of the Pilot License by the parties (the "Effective Date"). In the event the City has not established a policy for similar microcell installations, Extenet shall have the option to extend the term of the Pilot License for a period of one hundred eighty (180) days (the "Extension Term"). Extenet shall provide the City with written notice of such election a minimum of thirty (30) days prior to expiration of the one (1) year term.

3. Any extension for these two (2) sites beyond the Extension Term shall require replacement of the nodes shown in Exhibit A with all-in-one poles with the Equipment integrated into the design of the poles and successful negotiation of a master agreement.

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4. Extenet shall use the Poles for the placement, operation, maintenance, repair, and removal of the Equipment on the Poles, together with wiring and conduit as necessary to connect the Equipment to existing fiber optic cable located within the public rights of way.

5. Extenet shall pay to the City a one-time administrative fee of $2,000 as payment of the City's costs of negotiating and processing the Pilot License.

6. The annual Pilot License fee for the Equipment shall be $3,000 ($1,500 per Pole) per year. Such annual license fee shall be payable upon the Effective Date of the Pilot License.

7. Extenet's installation, operation and maintenance of the Equipment shall be done in accordance with plans approved by the City and only after obtaining all necessary permits required for the Equipment installation and for the installation of any wiring, conduit, etc. necessary to connect to adjacent fiber.

8. Extenet shall connect to the City's existing metered electrical service on each Pole via a separate circuit to be installed by the City. Extenet shall pay to the City, on a time and materials basis, the cost of installing such separate electrical circuitry.

9. Extenet shall pay to the City an electrical usage cost based on the kilowatt rate paid by the City to the electric utility and on the maximum kilowatt usage that the Equipment could draw in a 24-hour period. Such electrical usage cost shall be payable upon the Effective Date of the Pilot License.

10. Extenet shall pay the City for any post-installation inspections necessary to determine and verify that the
Equipment has been installed in accordance with applicable standards and the approved plans and specifications.

11. The City may require Extenet to remove all, or any portion, of the Equipment from the Poles, and Extenet shall at the City's direction remove such Equipment whenever the City reasonably determines that removal is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation or maintenance of a City project; (b) because the Equipment is interfering with or adversely affecting proper operation of the Poles, traffic signals, or other City-owned or government-owned structures or facilities; or (c) to protect or preserve the public health or safety. The City shall, if feasible, allow Extenet to install temporary facilities, at Extenet's sole cost, in the vicinity of the removed Equipment, subject to the provisions of the Pilot License.

12. Extenet shall be liable to and agree to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Extenet and/or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Pilot License, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, or employees.

13. Extenet shall carry commercial general liability insurance covering as insured Extenet and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum limit of $1,000,000 per occurrence, as may be adjusted, from time to time, by the City's Risk Manager. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Pilot License. As evidence of this coverage, Extenet shall furnish the City with a certificate of insurance on a form approved by the City, and if requested by the City Risk Manager, Extenet

shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Pilot License is in effect, Extenet shall provide a renewal certificate to the City for approval.

14. Extenet shall not allow its Equipment to impair the ability of the City to use the Poles nor interfere with the operation of any existing communications facilities in the vicinity of the Poles. Before approving the placement of the Equipment, Extenet shall provide to the City, at Extenet's expense, an interference study indicating whether Extenet's intended use will interfere with any existing communications facilities in the vicinity of the proposed Pole sites.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Pilot License and any and all other documents necessary to complete this transaction, for not more than two (2) DAS nodes for the purposes described above, in a form approved by the City Attorney.

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