



## Legislation Text

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**File #:** 40618, **Version:** 1

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### **Fiscal Note**

WIN will pay a license fee of \$4,000 per pole per year for using City-owned poles for its DAS equipment and a one-time setup fee of \$100 per pole to cover City administrative expenses in reviewing and approving the new poles and placement. No additional revenue for 2015 is anticipated. Some poles may be put into place in 2016 but at this time it is not possible to estimate how many. No appropriation is required.

### **Title**

Authorizing amendments to the Wisconsin Independent Network (WIN) Facilities Use contract to allow for the installation of Distributed Antenna Systems (DAS) on City-owned streetlight poles.

### **Body**

WHEREAS, in August of 2012 the City and WIN entered into a non-exclusive Facilities Use Agreement in order to fulfill a requirement of the \$6M federal MUFN grant, which required the City and the University of Wisconsin to partner with an entity that could provide commercial broadband service in Madison; and

WHEREAS, under this agreement, WIN has access to City-owned under-ground conduit system, streetlight poles, traffic fixtures, water towers and other City-owned facilities for placement of its own fiber and related equipment; and

WHEREAS, in return WIN installed fiber to 27 public schools and 14 community centers; and WIN provides the City with 12 strands of fiber, ownership of conduit (if desired by the City) and 5% of WIN's gross revenue generated from its own fiber located within City facilities; and

WHEREAS, City-owned street light poles are included in the definition of "Premises" which defines the City facilities where WIN may place equipment under their existing agreement; and

WHEREAS, the Facilities Use agreement identifies the types of equipment that can be attached/installed in or on City-owned facilities and provides language to update the equipment list; and

WHEREAS, WIN has sought to amend the agreement to include DAS (Distributed Antenna System) technology in the list of approved equipment that may be installed on City facilities (street light poles only) for use in its own commercial operations which includes providing commercial wireless providers (e.g. Verizon, Sprint, US Cellular) with the ability to use DAS technology to improve their wireless coverage; and

WHEREAS, DAS refers to a network of spatially separated antenna nodes connected to a common source via a transport medium (such as fiber) that provides wireless service within a geographic area; and

WHEREAS, amending the equipment list in the Facilities Use Agreement would allow WIN to place DAS equipment on City street light poles, however a DAS antenna attached to an existing pole can be noticeable and not always aesthetically desirable; so WIN has offered to replace certain City light poles with an integrated pole to be owned by the City that has DAS antennae, necessary electronics and fiber connection built into the design of the pole. The Traffic Engineer prefers integrated poles to a standard pole with external attachments and the amended agreement will require the Traffic Engineer to approve the design, appearance, specifications and placement of any such new pole before the City accepts ownership of the pole; and

WHEREAS, WIN will install fiber/conduit to backhaul their DAS wireless radio data from the poles, following

procedures in the existing agreement, under which the City specifies the size and design of the conduit and fiber, may take ownership of the conduit, and receives 5% of WIN's gross revenue on the fiber backhaul; and

WHEREAS, WIN would pay the City an additional license fee of \$4,000/pole per year for using City-owned poles for its DAS equipment and a one-time setup fee of \$100 per pole to cover City administrative expenses in reviewing and approving the new poles and placement; and

WHEREAS, revenues generated from WIN's license fees for DAS pole placement would be deposited in the General Fund, with the goal of making appropriations equal to these revenues in future years for Digital Divide purposes, subject to approval of the Common Council; and

WHEREAS, under the existing agreement WIN will also be required to follow other applicable City permit procedures including excavation permits.

NOW, THEREFORE, BE IT RESOLVED, City staff is authorized to negotiate an amendment to the WIN Facilities Use Agreement for the purposes and under the terms and conditions described above, on a form and in a manner as approved by the City Attorney; and

BE IT FURTHER RESOLVED, Information Technology, as part of its 2017 budget request, will review the license fee revenue estimates under the WIN agreement, and propose appropriations for Digital Divide purposes; and

BE IT FURTHER RESOLVED the Mayor and City Clerk are authorized to sign such an amendment to the WIN Facilities Use Agreement.