



Request for Park Board Action

TO: Full Board

PREPARED BY: Michael P. Schmidt, CPRP, General Manager

SUBJECT: WiFi System Installations on MPRB Lands

FULL BOARD ACTION DATE: April 1, 2009

ACTION:

THAT THE BOARD GRANT A NON EXCLUSIVE LICENSE WITH CONDITIONS TO USI WIRELESS TO INSTALL UP TO FORTY-FOUR (44) COMMUNICATION DEVICES ON PARKWAY LIGHTING POLES

Project Scope and History:

This action item is on the Regular Meeting agenda for the 01 April Board of Commissioners meeting under Unfinished business.

The Board of Commissioners voted at the February 18, 2009 meeting to send this action back to staff for further study and discussion. The Lynn Willenbring, Chief Information Officer for the City of Minneapolis meeting summary memo, the Joe Caldwell, CEO USI Wireless Letter to Superintendent Jon Gurban, and the Steven Bosacker, City of Minneapolis Coordinator email dated March 13, 2009 which are attached, give final answers to the questions raised and unresolved at the February 18, 2009 Board of Commissioners Regular Meeting.

On November 2, 2006, the City of Minneapolis entered into a ten-year contract with USIW for providing citywide wireless internet service. The understanding of MPRB staff is that the City is spending \$1.25 million dollars per year on this wireless internet service to provide affordable access to all residents of Minneapolis to the internet, and to provide framework for their emergency communications network. The installations will complete the grid that will allow the goals of the City of Minneapolis associated with this project to be achieved.

ATTACHMENTS:

Non Exclusive License terms
Lynn Willenbring March 18th Meeting Summary
Joe Caldwell Letter to Superintendent Jon R. Gurban dated March 18, 2009

Steven Bosacker memo to Superintendent Jon R. Gurban dated March 13, 2009
Steve Kotke email to Superintendent Jon R. Gurban dated March 24, 2009
Steven Bosacker memo to Superintendent Jon R. Gurban dated March 25, 2009

NON-EXCLUSIVE LICENSE

The City of Minneapolis, acting by and through its Park and Recreation Board ("Park Board") grants a License to USI Wireless, Inc., a Minnesota Corporation. ("USI") to enter onto and use property owned by the Park Board at forty- four (44) locations in the City of Minneapolis, Minnesota as shown on Exhibit A (hereinafter "the Property") which is attached hereto and incorporated by reference herein.

1. Use

USI shall use the Property solely for the purpose of constructing, mounting, installing, and maintaining the System Components for a wireless broadband IP Access Network (hereinafter "System Components") and ingress and egress to the Property during the term of this Agreement for the construction, mounting, installation and maintenance thereof.

2. Term

This License shall be in effect from the date of signing through December 31, 2018.

3. Extension

USI may extend this License for an additional term not to exceed ten (10) years subject to the written approval of the Park Board. Such approval shall not be unreasonably withheld. All provisions of this License shall remain in full force and effect during any extension period with the exception of Section 4-Fee.

4. Fee

USI shall pay the Park Board an up front one-time fee of \$2000 for the use of the Property, during the initial term of this license

5. Costs

USI shall be solely responsible for any and all costs associated with the construction, mounting and installation of the System Components.

6. Liens

USI on behalf of itself, its employees, agents, assigns, subcontractors, materialmen, and all other persons acting for, through or under USI or any of them, covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by USI or any subcontractor, materialmen, or other person or persons acting for, through or under USI or any of them against the work and/or against the Property, for or on account of any work done or materials furnished by USI or any of them under any agreement or any amendment or supplement thereto. USI agrees to indemnify and hold the Park Board harmless from all such liens and claims.

7. Repair

Any damage done to the Property or public right-of-way during construction, installation, repairs, relocation and/or during operations shall be repaired or replaced immediately at USI's sole expense and to the Park Board's sole satisfaction.

8. Alterations

With the exception of Repairs which are covered in Section 7, USI shall not make or allow to be made any alterations, additions or improvements to the Property or any part thereof without first obtaining the written consent of the Park Board. If the Park Board consents, all alterations, additions or improvements shall be made at USI's sole expense.

9. Maintenance

USI shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, System Components, and improvements and shall keep the same in good repair and condition during the term of the License.

10. Non-Exclusive

USI understands that this License does not provide USI with exclusive use of the Property or of the public rights-of-way or any Park Board resource.

11. Operations

The Park Board retains the right to conduct any and all Park Board operations necessary on the Property in accordance with the Park Board's standard operational practices. The Park Board has the sole authority to determine what operations are necessary and to the timing of such operations.

12. Interruption

The Park Board is not liable to USI or to any of those claiming through USI for any interruption in USI's services to its customers caused in whole or in part by the Park Board conducting its standard operational practices on or about the Property. This provision includes, but is not limited to, any and all operations that are deemed necessary by Park Board's forestry division to be conducted on the Property.

13. Insurance

USI shall, at its sole cost and expense, obtain and maintain general public liability insurance against claims for personal injury, death or property damage occurring on or about the Property, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) with respect to injury or death to a single person, and to the limit of not less than Two Million Dollars (\$2,000,000.00) with respect to any one accident, and to the limit of not less than One Million Dollars (\$1,000,000.00) with respect to any property damage, naming the Park Board as an additional insured.

14. "As Is"

USI acknowledges and understands that it is accepting the use of this Property "as is." The Park Board is not making and has not made any representation, warranty, or guaranty as to the quantity, quality, character, condition of the Property or that it is in a condition or fit to be used for the intended purposes and no claim may be brought against the Park Board for any such grounds. The Park Board shall not be liable for any latent or patent defects in the Property.

15. Risk

USI assumes all risk of loss or damage of USI 's property on the Property and any improvements thereon, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, or other cause. The Park Board shall not be liable to USI , or those claiming through USI, for injury, death or property damage occurring, on, in, or about the Property, except as may be cause by the willful misconduct or negligence of the Park Board. Nothing herein shall be deemed to be a waiver of any limits of liability granted the Park Board under statutory or common laws.

16. Indemnity

USI shall indemnify and hold harmless the Park Board, and its commissioners, employees, agents, contractors and invitees from any and all claims, demands and actions, and all related costs and expenses (including reasonable attorney fees) for injury, death, disability, or illness of any person, or damage to property occurring on or about the Property resulting directly or indirectly from the use of the Property by USI or the installation, operation, maintenance, or replacement of the Equipment by USI, its employees, contractors, agents, or consultants. USI 's obligation under this section of the License extends to the negligence or willful misconduct of USI , its employees, agents, contractors or invitees.

21. Restoration

Upon termination of this License, USI shall return the Property to the Park Board in as good conditions as of the date of that USI began its use of the Property.

**PARK BOARD'S
RECOMMENDED FOR APPROVAL**

USI

By: _____
Tom Nordyke, President

By: _____
Its

Date: _____

Date: _____

By: _____
Donald Siggelkow, Secretary

By: _____
Its

Date: _____

Date: _____

Exhibit A (Location of "posts")

Poles Needed on Park Board Property

EXHIBIT "A" 01 April 2009 39 Park Board locations necessary to design

| Priority | Challenge Area | Address | Location | Pole Installed |
|----------|-------------------|---|-----------------------------|----------------------|
| D | Sector 12 | 25th St W and Lake of the Isles Pkwy | NE | INSTALLED WOOD POLE |
| D | Sector 12 | Euclid Pl and Lake of the Isles Pkwy E | NE | |
| E | Cedar Lake | Cedar Lake Pkwy and W Franklin Ave | NW | INSTALLED WOOD POLE |
| E | Cedar Lake | Cedar Lake Pkwy at Brownie Road | E | INSTALLED WOOD POLE |
| G | Lake of the Isles | Lake of the Isles Blvd W and Russell Ave S | NW | |
| G | Lake of the Isles | Lake of the Isles Pkwy and Kenwood Pkwy | NE | |
| G | Lake of the Isles | 21st St W and Lake of the Isles Pkwy W | SW | |
| G | Lake of the Isles | 24th St W and Lake of the Isles Pkwy W | SW | |
| G | Lake of the Isles | Lake of the Isles Blvd W and Oliver Ave S | SW | |
| G | Lake of the Isles | E Lake of the Isles Pkwy and Franklin Ave W | SW | |
| G | Lake of the Isles | Lake of the Isles Pkwy and Newton Ave S | SE | |
| H | Sector 17 | Minnehaha Pkwy W and Minnehaha Pkwy E | NE | |
| H | Sector 17 | Stevens Ave and W bound Minnehaha Pkwy E | NW | |
| H | Sector 17 | Stevens Ave S and E Bound E Minnehaha Pkwy | SW | |
| H | Sector 17 | Nicollet Ave and E Minnehaha Pkwy | N | |
| I | Sector 13 | E Calhoun Pkwy and 32nd St W | NE | |
| I | Lake of the Isles | Lake of the Isles Blvd W and Kenilworth Pl | NE | |
| I | Lake of the Isles | W 28th St and Lake of the Isles Blvd W | S | |
| I | Lake of the Isles | Lake of the Isles Pkwy W and Dean Pkwy | SW | |
| I | Lake of the Isles | W Lake of the Isles Pkwy and E Lake of the Isles Pkwy | SW (in median) | |
| L | Phase 6 | 30th Ave S and E Minnehaha Pkwy | N | |
| L | Phase 6 | 31st Ave S and E Minnehaha Pkwy | SW | |
| L | Phase 6 | 3rd Ave S and E minnehaha Pkwy | NE | |
| A | Isolated Location | Stinson Pkwy and 27th Ave NE | In Median | INSTALLED STEEL POLE |
| I | Lake of the Isles | Cedar Lake Pkwy and Dean Pkwy | NE | |
| I | Sector 13 | Dupont Ave S and W 37th St | NE | |
| I | Lake of the Isles | Humboldt Ave S and 29th St W | NE | |
| I | Lake of the Isles | James Ave S and 29th St W | NE | |
| I | Lake of the Isles | On the bend of Upton Ave S, Btwn W 28th St and Dean Pkwy | E | |
| I | Lake of the Isles | Kenilworth Pl and Thomas Ave | SE | |
| I | Lake of the Isles | Dean Pkwy (south bound) and railroad crossing below W 29th St | SW | |
| L | South River | 17th Ave N and W River Pkwy N | median - N side of 17th ave | |
| N | Lake Harriet | W 43rd St and E Lake Harriet Blvd | NE | |
| N | Lake Harriet | W 41st St and Dupont Ave S | median | |
| N | Lake Harriet | Dupont Ave S and W 45th St | NE | |
| N | Lake Harriet | E Lake Harriet Blvd and Penn Ave S | SW | |
| O | Downtown River | W River Pkwy N and 4th Ave N | SE | |
| R | Nicollet Island | Grove St and Island Ave E | E | |
| R | Nicollet Island | Maple Pl and Island Ave E | E | |

These two locations potentially can be removed, we will know status once the areas are installed around these locations

| Priority | Challenge Area | Address | Location | Pole Installed |
|----------|----------------|----------------------------------|----------|----------------|
| M | Sector 15 | 36th St W and W Calhoun Ave | NE | |
| L | Phase 6 | Minnehaha Pkwy and Chicago Ave S | SE | |

These three locations may need to be added into the design. We will know status once the areas are installed around these locations

| Priority | Challenge Area | Address | Location | Pole Installed |
|----------|-------------------|---|----------|----------------|
| I | Lake of the Isles | W 28th St and Lake of the Isles Blvd W (North of Intersection Midblock) | | |
| I | Lake of the Isles | W 28th St and Lake of the Isles Blvd W (East of Intersection Midblock) | | |
| L | Phase 6 | Woodlawn Blvd and E Minnehaha Pkwy (Eastbound) | N | |

From: Willenbring, Lynn C. [Lynn.Willenbring@ci.minneapolis.mn.us]
Sent: Wednesday, March 18, 2009 5:02 PM
To: Schmidt, Michael P.; Jon Wertjes; Kurt Lange; Robinson, Karen M.
Subject: 3/18 Summary

As a summary of today's meeting I have put my notes in red after the notes from the 2/25/09 meeting. In addition, we agreed to the following actions:

1. Any inaccuracies or corrections to these notes need to be made by the end of the day Thursday, 3/19, so the MPRB action is properly written.
2. As specific dates are determined for the replacement of light fixtures on MPRB property those communications will go through Mike and he will ensure the communication reaches the other appropriate staff.
3. Mike will send all of us the board action language.

Thanks again to everyone for your hard work. It may have been difficult to get to this point but I believe this exercise has improved the relationship among our organizations.

Lynn C. Willenbring | Chief Information Officer | City of Minneapolis | 310 South 4th Avenue, Suite 400 | Minneapolis, MN 55415 | 612.673.2289

From: Willenbring, Lynn C.
Sent: Wednesday, February 25, 2009 9:32 PM
To: Schmidt, Michael P.; Wertjes, Jon M.; Kurt Lange
Subject: 2/25 Summary

Mike,

Following is a summary of our meeting today. My understanding is because you were unable to make financial commitments today that you are going to change the agenda item for the March 4, 2009 Board meeting from an action item to an update whereby Gurban would report that we had met, made progress, and expect to have everything in order for the April 1, 2009 Board meeting. Following is a list of resolved issues that we all agree upon and open issues that at least one of us needs to take further action. Lack of response to this email signals agreement.

Resolved Items

- A. **Permitting process**
Because the poles are managed/maintained by the City Public Works Department (PW) the current permitting process and fees will be followed. Specifically USIWireless (USIW) will submit their request to PW (already done), pay the contractual fee, including the monthly cost per pole for electricity and overhead.
- B. **Non-Exclusive License**
USIW agrees to the terms with the exception of item #4, **Fee**. See Open Item A, below. MPRB will modify their requirements and change the Fee language to a one-time fee of \$2,000 for ten-year contract term. This will cover their administrative expenses. Mike will send the revised Non-Exclusive License document, including the attachment identifying pole locations, to Kurt for signature. Kurt will let Mike know by 10:00 am Friday, J
- C. **Radio Removal**
In the event the contract with USIW ends and radios remain attached to poles on MPRB

property PW will assure removal of these radios at PW expense (estimated at no more than \$100 per pole). MPRB will accept the City's guarantee of removal of the assets upon receipt of an email from the City's Public Works Director. Lynn will contact Steve Kotke and ensure this email is sent to Mike.

D. Pole Responsibility

For the sole purpose of administering the contract between USIW and the City of Minneapolis the ownership of the non-Xcel Energy poles located on MPRB property will be considered City assets.

E. Technology Refresh

The commitment outlined in the contract between USIW and the City of Minneapolis on page A-13 satisfies the concerns expressed by Gurban.

F. Temporary Poles

No more temporary poles will be installed on MPRB property but those temporary wood poles already installed will remain in place until the new replacement pole can be installed.

G. Painting Radios

Radios installed on poles located on MPRB will be painted to match the color of the pole as close as possible.

H. Tree Trimming

USIW acknowledges that the need for tree trimming is expected to be a rare occurrence and agrees to follow MPRB standard operating procedure. MPRB agrees to proceed timely with reasonable tree trimming upon request.

Open Items

- A. MPRB desires a 10% discount for all services from USIW. USIW declined to further reduce their price. The attached letter outlines their position. MPRB understands and indicated this was not a deal breaker.**

The contract between the City of Minneapolis and USIW stipulates a significant discount for government service. MPRB should not get a better price than the City who already has committed to \$1.25M per year to support this network.

- B. MPRB desires free wi-fi access in all MPRB facilities with no charge for necessary equipment or installation.**

MPRB facilities should be treated the same as the City's facilities. Utilizing wi-fi for fire station or police sub-station connectivity does result in a equipment and service cost to the City. We, however, recognize that the savings from utilizing wi-fi quickly pays for any initial financial outlay. Furthermore, some of the MPRB facilities are deep in parks so MPRB may need to incur cost to bring power and an additional radio into a park.

- i. MPRB wants park facilities to be considered as Community Technology Centers (CTC) and, as such, to receive free access. MPRB has provided the City with a list of 16 recreation center locations they want designated as a CTC with the contractually defined free access.**

The definition of a CTC is clear in the contract and many recreation centers will likely be considered for the CTC accounts provided they submit their request when the process is defined.

- ii. MPRB wants to apply for money from the Minneapolis Foundation. MPRB understands that they can apply for the grant money when details become available. Lynn stated that grants have already been awarded so the criteria are established. General instructions should be available on the Minneapolis Foundation's website.**

The Digital Inclusion Fund, as managed by the Minneapolis Foundation, has a grant program that MPRB should investigate.

- C. MPRB desires all poles in a sequence be replaced. MPRB understands the financial limitations of the City and the majority of the Commissioners accept this. Jon Wertjes did commit that Public Works will continue to evaluate how they can restructure the parkway light replacement plan to replace more light poles around the Lake of the Isles in 2009. He anticipates having that information available by the April 1, 2009 Board meeting.

The Council Member Glidden clearly stated at the February 17, 2009 Board meeting that the City of Minneapolis did not have the funds available to replace additional poles outside of the planned schedule. PW agreed to provide MPRB with the current 5-year replacement plan which prioritizes poles most at risk for collapsing.

- D. MPRB desires all poles in a sequence to receive new conduit and power. Mike indicated he understands and accepts Public Works power plans with these poles. PW will need to evaluate each individual pole to determine where the conduit will be laid. *The City of Minneapolis will not commit to incurring any additional cost to meet this request.*

Italicized comments are reflective of my opinion and the recommendation I will put forth to the City officials.

Other Topics

- Minneapolis Police will be utilizing the wi-fi network in 2009. If Park Police choose to use wi-fi for their MDCs they would be able to forego the use of aircards.
- Based upon the current timeline (and assuming approval from MPRB) the installation of the 41 new parkway light fixtures should be completed in June 2009 with the radios affixed and fully operational in July 2009.
- Further contractual questions by MPRB attorney will be directed to Peter Ginder at the City Attorney's Office.

Thank you all for your work on this and look for another meeting after Mike returns, on or after 3/17/09 .

Lynn C. Willenbring | Chief Information Officer | City of Minneapolis | 310 South 4th Avenue, Suite 400 | Minneapolis, MN 55415 | 612.673.2289

From: Schmidt, Michael P. [mailto:mschmidt@minneapolisparks.org]
Sent: Tuesday, February 24, 2009 5:06 PM
To: Willenbring, Lynn C.
Cc: Wertjes, Jon M.; Kurt Lange
Subject: RE: 2/25 Agenda

Lynn,

I think you have a very good list. Attached is the non-exclusive license information you have seen before. This non-exclusive license would not be transferable to any other company or organization.

We will need to add to that to cover the issues of what happens when the technology changes or if USI Wireless goes out of the Wi Fi business in Minneapolis. Probably some type of performance bond.

The fee for installation I propose is an additional 10% reduction on all services the MPRB purchases from USI from the pricing the MPRB is currently eligible for.

Wireless service to all MPRB locations in the City of Minneapolis, with USI providing and installing at no cost to the MPRB the equipment needed to make that happen.

How do these devices work on the MPRB poles? My understanding is there is no power to the pole unless the fixture is on.

Underground wire replacement in conduit in conjunction with the Wi Fi Pole installations.

No temporary wood poles. Installation on the new Parkway Fixture, and painted to match the pole color.

Discussion about the Foundation and how the MPRB can apply for funding from the Foundation.

When are the rest of the Parkway Poles going to be in place?

What is the installation timeline for emergency vehicles to fully convert to and use the wireless technology. Does this replace the Sprint Aircards?

I heard Mr. Lang say at the MPRB meeting in December he is not concerned about trees or the need for tree maintenance to maintain the Wi Fi system. We will continue our take down, planting, and tree maintenance activities per current SOP.

-----Original Message-----

From: Willenbring, Lynn C. [mailto:Lynn.Willenbring@ci.minneapolis.mn.us]

Sent: Monday, February 23, 2009 5:20 PM

To: Schmidt, Michael P.

Cc: Jon Wertjes; Kurt Lange

Subject: 2/25 Agenda

Mike,

For Wednesday's meeting Jon Wertjes (Public Works) and Kurt Lange (USI Wireless) will be in attendance, ready to make decisions. Following are the agenda items that I am aware MPRB wishes to discuss. If there are other items, please let me know as soon as possible so everyone can come prepared to resolve the issues.

- Permitting
 - o Pole replacement
 - o Radio installation
 - o Fees

- How much
 - Paid to whom
- Installation requirements
 - o Painting
 - o Others?
- Park Board Facilities
 - o Access to wi-fi
 - o CTC process
- Park Board Staff
- Contract Issues
 - o Exit strategy
 - o Technology refresh/update

Note: My office is now in the Flour Exchange Building ☐ see the address below.

Lynn C. Willenbring | Chief Information Officer | City of Minneapolis | 310 South 4th Avenue, Suite 400 | Minneapolis, MN
55415 | 612.673.2289



March 18, 2009

Jon Gurban, Superintendent
Minneapolis Parks and Recreation Board
2117 West River Road
Minneapolis, MN 55411

Hand Delivered

Mr. Gurban:

We have reviewed the Minneapolis Parks and Recreation Board request for a 10% discount on all services provided to MPRB by USI. As you know, we wrote the City of Minneapolis Broadband agreement with the understanding that the terms would be used by public entities within the City of Minneapolis, regardless of the relationship to the City. The Minneapolis Park & Recreation Board is clearly such an entity. USI has responded in the past to the MPRB request for proposals seeking to use the City of Minneapolis WiFi contract to fill your growing need for bandwidth, to help design a network that will carry you into the future, and to cut your overhead.

In the design we proposed, we offered four 20Mbps QMOE circuits, 65 DSL lines with modems, 65 analog lines (for 911 purposes), 2 T-1 Circuits (for Quality of Service) and 65 free WiFi roaming accounts along with a small collocation presence and the requested extra modems (for back up). The QMOE circuits, as well as the DSL lines and Modems, are all priced off of the existing City of Minneapolis contract which is at a discounted rate, lower than we currently sell these services.

We priced these City of Minneapolis WiFi services as low as possible to win the City of Minneapolis WiFi contract over our competitor, EarthLink. In doing so, we have exhausted profit margins in return for the long term partnerships we gain with the City. As such, we can not lower the cost on the proposal to MPRB.

MPRB will save an estimated \$60,000 to \$80,000 annually by moving to the USI proposed network. Additionally, MPRB will increase their Network by 650%. We believe our proposal is a huge win for the MPRB with significant benefits. Therefore, we respectfully decline to further reduce our price below that which we offer the anchor tenant on this network, the City of Minneapolis.

Sincerely,

Joe Caldwell
CEO
USI Wireless Inc.

12450 WAYZATA BLVD., SUITE 121 • MINNETONKA, MN 55305

Gurban, Jon R.

From: Bosacker, Steven [Steven.Bosacker@ci.minneapolis.mn.us]
Sent: Friday, March 13, 2009 10:56 AM
To: Gurban, Jon R.
Subject: Park Centers Also CTCs

Jon --

Here's a list that our tech folks came up with. Wondering whether it jives with what you are finding in terms of your Park & Rec Centers that would also qualify as "Community Technology Centers" (CTCs).

Waite Park (Minneapolis Community Education)
Bottineau Recreation Center
Webber Recreation Center
Powderhorn Recreation Center
Fuller Recreation Center
Longfellow Recreation Center
Logan Recreation Center
Sibley Recreation Center
Bryant Square Recreation Center
Creekview Recreation Center
Elliot Recreation Center
Stewart Recreation Center
Northeast Recreation Center
Corcoran Recreation Center
Luxton Recreation Center
North Commons Recreation Center

Let me know your thoughts.

Steven

Schmidt, Michael P.

From: Gurban, Jon R.
Sent: Tuesday, March 24, 2009 2:53 PM
To: Steven Kotke
Cc: Schmidt, Michael P.; Willenbring, Lynn C.; Bosacker, Steven; Heidi Hamilton; Jon Wertjes
Subject: RE: Wireless Radios on MPRB Property

Hi Steve! Hope all is well (or as well as it can be under the circumstances!). Thank you for your email and commitment for prompt removal of the hardware on park property poles should the system default. Much appreciated. Jon Gurban, Superintendent MPRB

-----Original Message-----

From: Steven Kotke
Sent: Monday, March 23, 2009 7:14 AM
To: Gurban, Jon R.
Cc: Schmidt, Michael P.; Willenbring, Lynn C.; Bosacker, Steven; Heidi Hamilton; Jon Wertjes
Subject: Wireless Radios on MPRB Property

Jon,

I understand there has been concern about the disposition of USIWireless radios installed on Minneapolis Parks and Recreation Board property light fixtures. Upon natural or premature termination of the contract USIWireless is to remove the radios at their sole cost. In the event USIWireless defaults on this contract provision the City of Minneapolis hereby commits to removing the radios and doing any necessary repair work on the light fixtures referenced in the Non-Exclusive License Agreement executed by USI and MPRB as of the April 1, 2009 MPRB meeting.

Please let me know if you have any questions.

Steven Kotke
Director of Public Works
City of Minneapolis

8.1

3/25/2009

Schmidt, Michael P.

From: Gurban, Jon R.
Sent: Wednesday, March 25, 2009 9:39 AM
To: 'Bosacker, Steven'
Cc: Schmidt, Michael P.; Robinson, Karen M.
Subject: RE: Language About Park and Rec Centers as CTCs

Hi Steven - Thanks for the email. I'll accept the language, although it doesn't go as far as I would like. I was hoping to get the Southside Service Center and Theodore Wirth Park included. Both sites are seeing increased usage by the public, mostly related to environmental education. I'm understanding there will be a further opportunity to apply for this status. I was simply hoping to get these included up front. Thanks, Jon

-----Original Message-----

From: Bosacker, Steven [mailto:Steven.Bosacker@ci.minneapolis.mn.us]
Sent: Monday, March 23, 2009 3:28 PM
To: Gurban, Jon R.
Subject: Language About Park and Rec Centers as CTCs
Importance: High

Jon -

Here is some language that might be used in your presentation to the Park Board on the selection of sites for "free accounts" as Community Technology Centers.

Minneapolis Park Board facilities are home to 17 Community Technology Centers. We fully expect that, as such, these facilities will receive free wireless service in its technology centers through the Community Benefits agreement between the City of Minneapolis and USI Wireless. While there is a competitive application process, the criteria for receiving these free accounts is a perfect match for the Community Technology access and services our facilities provide. Additionally, there is a limited number of Community Technology Centers in Minneapolis, and it is likely there will be fewer CTCs than available free accounts.

Call me with questions or concerns. Does this work for you?

Steven

8.1