

CONSERVATION, EDUCATION AND ECONOMIC
DEVELOPMENT COMMITTEE
AGENDA

DATE: Tuesday February 15, 2022
TIME: 9:00 a.m.
LOCATION: City of Wisconsin Rapids City Hall
3rd Floor Conference Room
444 W Grand Ave
Wisc Rapids, WI

1. Call meeting to order.
2. Declaration of quorum.
3. Public Comments
4. Consider resolution authorizing Wood County to participate in a Public Service Commission grant application with an Internet Service Provider to improve broadband infrastructure.
5. Adjourn



RESOLUTION#

Introduced by Conservation, Education & Economic Development
Page 1 of 1

ITEM#
DATE February 15, 2022
Effective Date February 15, 2022
Committee

JRG

Motion: Adopted: ☐
1st _____ Lost: ☐
2nd _____ Tabled: ☐
No: _____ Yes: _____ Absent: _____
Number of votes required:
☒ Majority ☐ Two-thirds
Reviewed by: _____, Corp Counsel
Reviewed by: _____, Finance Dir.

INTENT & SYNOPSIS: To authorize Wood County to enter into an Agreement with Hilbert Communications, LLC (“Hilbert”) and its subsidiary broadband wireless internet service provider company, Bug Tussel Wireless, LLC (“Bug Tussel”) to establish a Public Private Partnership for the Purpose of applying for a Broadband Expansion Grant with the state of Wisconsin Public Service Commission (PSC).

FISCAL NOTE: The County is not making an actual financial commitment by means of this resolution but is expressing an intention to pursue broadband internet expansion in the County if funding from the State of Wisconsin PSC in support thereof is received.

WHEREAS, Wood County desires to pursue Broadband Expansion Grants offered by and through the State of Wisconsin PSC, and

WHEREAS, Wood County considered Hilbert and Bug Tussel’s proven track record of community partnerships and their proposal to expand broadband to unserved and underserved areas of Wood County, and hereby recommends partnering with Hilbert to pursue broadband expansion grants; and

WHEREAS, Hilbert and Wood County desire to pursue and make application for any and all grant money available for broadband coverage; and

WHEREAS, Hilbert and Wood County are willing and able to create a public private partnership to provide the latest advancements in broadband coverage, and to seek all available grants to provide and subsidize the cost of necessary broadband infrastructure; and

NOW THEREFORE, BE IT RESOLVED, that the Wood County Board of Supervisors, supports the application to the State of Wisconsin PSC for broadband expansion grants in partnership with Hilbert and Bug Tussel; and

BE IT FURTHER RESOLVED, that the Wood County Board of Supervisors shall enter into an Agreement to Establish a Public Private Partnership for the Purpose of Applying for a Broadband Expansion Grant, in a form substantially similar to the attached Exhibit A; and

BE IT FURTHER RESOLVED that the appropriate county officials are authorized and empowered to do all such acts and to execute, acknowledge, and deliver all such documents necessary or desirable to fulfill the intent of this resolution.

{ }

KEN CURRY (Chair)

BILL LEICHTNAM

ROBERT ASHBECK

JAKE HAHN

DAVE LAFONTAINE

Adopted by the County Board of Wood County, this 15th day of February 20 22 .

County Clerk

County Board Chairman

**AGREEMENT TO ESTABLISH PUBLIC PRIVATE PARTNERSHIP FOR THE
PURPOSE OF APPLYING FOR A BROADBAND EXPANSION GRANT**

THIS PUBLIC PRIVATE PARTNERSHIP AGREEMENT ("Agreement") is made this 15th day of February, 2022 ("Effective Date") by and between Wood County, Wisconsin (the "County"), a political subdivision of the State of Wisconsin, and Hilbert Communications, LLC, a Wisconsin limited liability company ("Hilbert"). The County and Hilbert are collectively referred to as the "Parties".

RECITALS

- A. The County seeks to promote development of high-speed broadband services to unserved and underserved areas within its boundaries and believes that cooperation with private-sector partners is necessary for the development of a county-wide broadband network that meets the needs of the County, its residents, and its businesses.
- B. To encourage and facilitate deployment of high-speed broadband service in unserved and underserved areas within the County, the County and Hilbert seek to enter into a public-private partnership to construct broadband infrastructure to facilitate the future development by Hilbert and/or other third-party internet service providers (the "Project").
- C. The full scope of the Project is yet to be defined but will be defined in the final partnership agreement between the Parties ("Final Partnership Agreement").
- D. The Parties intend that Hilbert, with the County as its public partner, apply to the State of Wisconsin Broadband Expansion Grant Program ("Grant Program") to obtain a grant to be used to pay for a portion of the cost of constructing the Project.
- E. The County finds the Project to be in the public interest of the residents and businesses of Wood County.

AGREEMENT

THE PARTIES agree as follows:

- 1. **Purpose.** By this Agreement, the County and Hilbert agree to form a public-private partnership so that Hilbert can apply to the Grant Program to obtain funds to be applied toward construction of the Project. The County agrees that, as Hilbert's public partner, it will cooperate with Hilbert in preparation of the grant application.
- 2. **Project.** The Project will be developed by Hilbert. The estimated cost of the Project is \$11,000,000.
- 3. **Project Funding.** In its grant application, Hilbert shall request a grant for Twenty Percent (20%) of the estimate project cost. If the Grant is awarded and if the Project receives final approval from each Party's respective governing body, each Party agree in principle to be responsible for a portion of the estimated project costs, subject to further review.

4. **Authorization.** Each Party represents that it has the authority to execute this Agreement.
5. **Records.** Hilbert shall provide the County with a copy of its application to the Grant Program at the same time the application is submitted to the Public Service Commission.
6. **Termination.** This Agreement shall become effective on the Effective Date and shall terminate if Hilbert's grant application is unsuccessful. If the grant application is successful, this Agreement shall terminate one (1) year after the grant award or in the event that the Parties enter in a Final Partnership Agreement before the one (1) year period expires.
7. **Entire Agreement.** There are no representation or understandings of any kind not stated in this Agreement.
8. **Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin.
9. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

WOOD COUNTY

The undersigned Wood County officials have executed this Agreement pursuant to duly adopted Resolution No. _____ on February _____, 2022.

_____, Chairman
Wood County Board of Supervisors

Attest:

County Clerk

STATE OF WISCONSIN)
) SS.
WOOD COUNTY)

Personally came before me on _____, 2022, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

HILBERT COMMUNICATIONS, LLC

Dated: _____

Attest:

Notary Public

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

Personally came before me on _____, 2022, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission Expires: _____