

**RESOLUTION NO. 11-1223**

**RESOLUTION APPROVING A PUBLIC-PRIVATE PARTNERSHIP TO FACILITATE THE DEPLOYMENT OF AFFORDABLE, RELIABLE, HIGH-SPEED INTERNET SERVICES WITHIN THE COUNTY**

**WHEREAS**, the County, a certified Broadband Forward! Community, seeks to promote the development of affordable, reliable, high-speed broadband service within its boundaries for the public purpose of supporting its residents' desired quality of life and its businesses' need to compete in a global economy; and

**WHEREAS**, the County believes that the economic activity and public benefits likely to be generated by studying, analyzing, developing, and, ultimately, providing reliable, affordable, high-speed broadband services throughout the County constitutes a valid public purpose; and

**WHEREAS**, the County has areas that are underserved or unserved by affordable, reliable, high-speed broadband service; and

**WHEREAS**, the County desires to expand its residents' and businesses' access to affordable, reliable, high-speed broadband service; and

**WHEREAS**, Iowa County has partnered with MH Telecom, LLC, doing business as MHTC, for the purpose of applying for a 2022 Public Service Commission of Wisconsin Grant to extend fiber internet connectivity in Iowa County; and Iowa County has also partnered with MH Telecomm, LLC, to provide a funding contribution specifically for fiber internet connectivity in the subdivision of Green Leaf Glen in Dodgeville Township; and

**WHEREAS**, MHTC is pursuing a new project in Iowa County that is anticipated to make Fiber-to-the-Home (FTTH) high speed internet service available to approximately 244 businesses and residences in the Village of Cobb; and

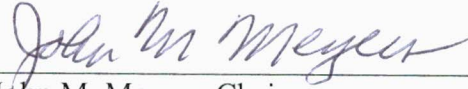
**WHEREAS**, in accordance with Iowa County Policy 309, Partnerships With Businesses, MHTC requested Iowa County to provide a financial contribution to the MHTC Village of Cobb project to further expand and develop high speed fiber internet connectivity in Iowa County; and

**NOW, THEREFORE, BE IT RESOLVED**, the Iowa County Board of Supervisors approves the County Administrator, or his designee, to enter into a partnership agreement with MHTC, in accordance with Iowa County Policy 309, to facilitate the provision of affordable, reliable, high-speed internet services within the County.

**BE IT FURTHER RESOLVED**, the Iowa County Board of Supervisors approves the expenditure from the Environmental Impact Fee Fund in an amount not to exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00) to facilitate the partnership between Iowa County and MHTC in accordance with the terms of the partnership agreement.

Respectfully submitted by the Executive Committee.

Adopted by the Iowa County Board of Supervisors this 19<sup>th</sup> day of December 2023.



\_\_\_\_\_  
John M. Meyers, Chairman  
Iowa County Board of Supervisors

Attest:



\_\_\_\_\_  
Kristy K. Spurley, Clerk  
Iowa County



## BROADBAND EXPANSION CONTRIBUTION AGREEMENT

This **BROADBAND EXPANSION CONTRIBUTION AGREEMENT** (“*Agreement*”) is made and entered into effective as of December 19, 2023, by and between:

Iowa County  
222 N. Iowa Street  
Dodgeville, WI 53533 (“*County*”),

and

MH Telecom, LLC  
305 N. Iowa Street,  
Dodgeville, WI 53533 (“*MHTC*”).

**WHEREAS**, the County, a certified Broadband Forward! Community, seeks to promote the development of affordable, reliable, high-speed broadband service within its boundaries for the public purpose of supporting its residents’ desired quality of life and its businesses’ need to compete in a global economy; and

**WHEREAS**, the County believes that the economic activity and public benefits likely to be generated by studying, analyzing, developing, and, ultimately, providing reliable, affordable, high-speed broadband services throughout the County constitutes a valid public purpose; and

**WHEREAS**, the County has areas that are underserved or unserved by affordable, reliable, high-speed broadband service; and

**WHEREAS**, the County desires to expand its residents’ and businesses’ access to affordable, reliable, high-speed broadband service; and

**WHEREAS**, Iowa County has partnered with MH Telecom, LLC, doing business as MHTC, for the purpose of applying for a 2022 Public Service Commission of Wisconsin Grant to extend fiber internet connectivity in Iowa County; and Iowa County has also partnered with MH Telecomm, LLC, to provide a funding contribution specifically for fiber internet connectivity in the subdivision of Green Leaf Glen in Dodgeville Township; and

**WHEREAS**, MHTC is pursuing a new project in Iowa County that is anticipated to make Fiber-to-the-Home (FTTH) high speed internet service available to approximately 244 businesses and residences in the Village of Cobb; and

**WHEREAS**, in accordance with Iowa County Policy 309, Partnerships With Businesses, MHTC requested Iowa County to provide a financial contribution to the MHTC Village of Cobb project to further expand and develop high speed fiber internet connectivity in Iowa County; and

**WHEREAS**, Iowa County, by Resolution adopted on December 19, 2023, agreed to provide a contribution to the MHTC Village of Cobb project from Iowa County’s Environmental Impact Fee Fund in an amount up to and including the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00); and

**WHEREAS**, the terms and conditions of this Agreement shall describe the procedures for the payment of the County’s contribution to the MHTC Village of Cobb project; and

**WHEREAS**, this Agreement is exclusive of and is distinguished from all previous agreements between MHTC and County and contains the entire understanding between the Parties.

**NOW, THEREFORE**, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

The following documents are incorporated and made part of this Agreement:

- 1) The attached Terms and Conditions.
- 2) Iowa County Environmental Impact Fee request letter dated September 6, 2022; and Public Service Commission of Wisconsin response letter and approval dated September 9, 2022.
- 3) Iowa County Policy 309, Partnerships With Businesses
- 4) Resolution dated December 19, 2023, Approving County Contribution.
- 5) MHTC Village of Cobb Project Area.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date first referenced above.

**MHTC:**

**COUNTY:**

**MH TELECOM, LLC**

**IOWA COUNTY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: John Van Ooyen  
Title: CEO/General Manager

Name: Larry Bierke  
Title: Iowa County Administrator

## TERMS AND CONDITIONS

- 1.0 **Applicability.** These terms and conditions apply to the County's broadband expansion contribution for the MHTC Village of Cobb project (the "**Project**").
- 2.0 **Contribution.** Subject to this Agreement, the County will contribute an amount not to exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00, the "**Contribution**") to the Project. This maximum contribution amount limit for the County is anticipated to be less than 20 percent of the total project funding cost.
- 3.0 **Reimbursement.** The following conditions apply to requests by MHTC for contribution payments by the County ("**Requests for Payment**"):
  - 3.1 No Contribution payments will be issued without a Request for Payment.
  - 3.2 The Contribution is exclusive funding and will be used only for the Project.
  - 3.3 MHTC shall prepare and submit to the County a written Request for Payment in order to receive any Contribution payments under this Agreement.
  - 3.4 Each Request for Payment must include a copy of an invoice (or receipt) for each expense (materials or labor) for which reimbursement is requested.
    - 3.4.1 The invoice will be used to document reimbursement costs.
    - 3.4.2 MHTC may, with prior authorization from County, in lieu of an invoice, submit a narrative description of the expense for which reimbursement is requested along with any relevant documentation.
    - 3.4.3 County shall promptly make Contribution payments upon receipt of a Request for Payment; provided, however, County may delay reimbursement of a Request for Payment until sufficient documentation of costs, as reasonably determined by County, is provided by MHTC.
    - 3.4.4 MHTC shall not submit a Request for Payment to County more than thirty (30) days after the completion of the Project.
  - 3.5 MHTC shall submit a final project report to County no later than thirty **(30) days after the completion of the Project**. The final project report shall include how much (length) of fiber has been installed, the internet speed (highest data rate plan available to customers), and the number of residents being served.
  - 3.6 Under no circumstances will the County's Contribution exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00).
  - 3.7 If the Project is not completed, County may require and be entitled to reimbursement of any or all Contribution funds under this Agreement. Any reimbursement of funds that is required by County, with or without termination of this Agreement, will be due within forty-five (45) days after giving written notice to MHTC. Any funds due after the forty-five (45) days will accrue interest at a rate of ten percent (10%) per annum.

County also reserves the right to recover such funds by any other legal means including litigation.

**3.8** By executing this Agreement MHTC is committing to complete the entirety of the Project. Any costs over and above the Contribution are the responsibility of MHTC. MHTC understands and agrees any costs over and above the Contribution includes unforeseen and unanticipated costs and expenses necessary to complete the Project.

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