

RICHLAND COUNTY

Finance & Personnel Committee

July 20, 2021

NOTICE OF MEETING – (Special Meeting)

Please be advised that the Richland County Finance and Personnel Committee will convene at 5:30 p.m., Tuesday, July 20th, 2021. the Banquet Room of The Phoenix Center, located at 100 South Orange Street, Richland Center, Wisconsin

Agenda:

1. Call to order
2. Proof of notification
3. Agenda approval
4. Presentation – Richland-Grant Telephone/La Valle Telephone; fiber-to-the-home broadband grant-project near Cazenovia
5. Discussion and possible action regarding entering an agreement to partially fund a proposed fiber-to-the-home broadband grant-project near Cazenovia
6. Adjournment

A quorum may be present from other Committees, Boards, or Commissions. No committee, board or commission will exercise any responsibilities, authority or duties except for the Finance and Personnel Committee.

Meeting materials may be found at <https://www.co.richland.wi.us/financePersonnelMinutes.shtml>.

CC: Committee Members, County Board, Department Heads, Richland Observer, WRCO, Valley Sentinel, Courthouse Bulletin Board

Richland County Committee

Agenda Item Cover

Agenda Item Name: Fiber-to-the-Home grant-project near Cazenovia

Department	Administration	Presented By:	Administrator
Date of Meeting:	June 20 th , 2021	Action Needed:	Vote
Disclosure:	Open Session	Authority:	Structure E
Date submitted:	June 16 th , 2021	Referred by:	
Action needed by no later than (date)	N/A	Resolution	<u>N/A</u> , prepared, reviewed

Recommendation and/or action language:

- 1) Motion to ... recommend resolution to the County Board to partner with La Valle Telephone, Sauk County and area townships in entering into an agreement to partially fund the proposed fiber-to-the-home broadband project near Cazenovia and to utilize American Rescue Plan to fund the \$200,000 share.

Background: *(preferred one page or less with focus on options and decision points)*

Message from Josh Lien, Operations Manager – La Valle Telephone

We are looking at applying for Federal ARPA funds, through the Wisconsin PSC, to complete a broadband project within your County. One of the criteria for this grant project is we enter into a Private Public Partnership, where the public entity contributes some of their own ARPA funding to the fiber build. For this project we would be looking at the County to contribute \$200,000 of your ARPA funding to build a fiber-to-the-home infrastructure to some, not all, of the residents living within your boundaries. This is why we are only asking for a portion of your ARPA funding so you can use the remainder to aid other service providers if they make the commitment to build to the remainder of your residents. We will also be looking to the Townships and Federal ARPA funding to aid in this project as well. The total cost of the build will be \$1,820,000 with your contribution being 11% of the total cost. I have attached a map showing the construction area where we plan to build fiber. I have also attached our Private Public Partnership template for you to review. If you agree to the document terms, I will then input all the correct info for you to sign; thus, entering you into the agreement with us. The document will be attached to our grant application proving we have entered into the agreement meeting our obligation for that one-criteria. Without the combined aid of the Township, County and Federal ARPA funding this build will not be possible. We will need a commitment with signed documentation no later than July 23rd, 2021 along with your FEIN as we have to file this with our application. I thank you for your time and consideration in this critical and time-sensitive matter for the betterment of the County.

Attachments and References:

Resolution Language	Map of Project

Financial Review:

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input checked="" type="checkbox"/>	Other funding Source	American Rescue Plans	
<input type="checkbox"/>	No financial impact		

(summary of current and future impacts)

Richland County Committee

Agenda Item Cover

\$200,000 expenditure

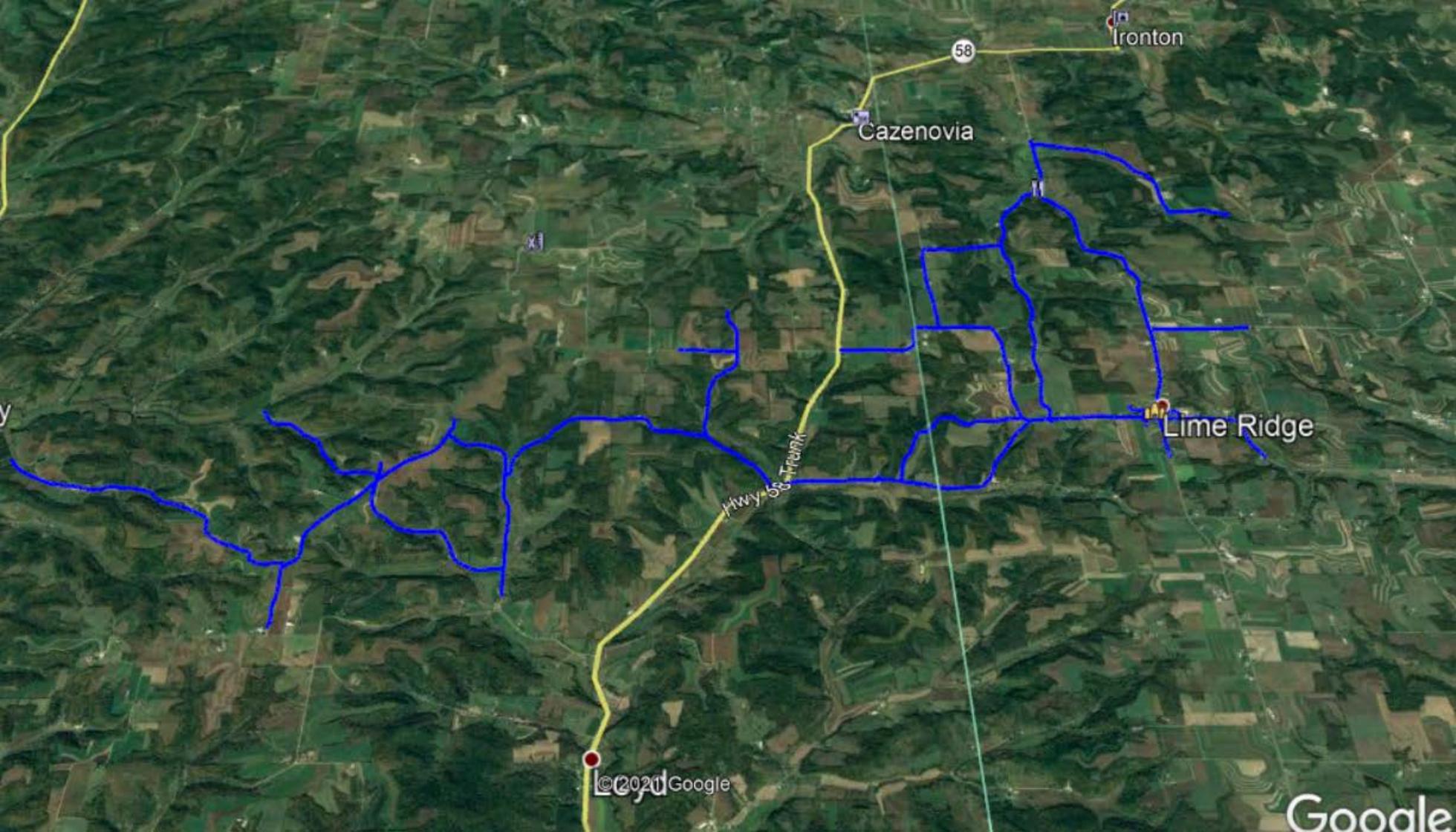
Approval:

Review:

Clinton Langreck

Department Head

Administrator, or Elected Office (if applicable)



Ironton

58

Cazenovia

Hwy 58 Trunk

Lime Ridge

Leyd

Google

**ARPA BROADBAND ACCESS GRANT APPLICATION
PUBLIC/PRIVATE PARTNERSHIP AGREEMENT
WISCONSIN STATE STATUTE §196.504**

This Public/Private Partnership Agreement (“Agreement”) is made by and between the County of Richland, a Wisconsin municipal corporation (the “County”) and LaValle Telephone Cooperative, Inc. a Wisconsin corporation (“LTC”). The County and LTC are individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, the County seeks to help provide access to broadband services in unserved and/or underserved areas and to encourage economic development within its boundaries; and

WHEREAS, LTC proposes to construct broadband infrastructure to reach certain unserved and/or underserved resident and business locations requesting broadband service in the County where such service is currently unavailable or is prohibitively expensive; and

WHEREAS, LTC is applying for a Fiscal Year 2022 American Rescue Plan Act (“ARPA”) Broadband Access Grant (“Grant”) to build Fiber-To-The Home (“FTTH”) in a hard-to-serve area in the County. The project area includes all unserved/underserved locations in **PROJECT AREA #1 of EXHIBIT A , (“the Project”)**; and

WHEREAS, the County is a political subdivision of the State of Wisconsin; and

WHEREAS, the County desires to enter into this Agreement to work with LTC to secure funding through application(s) to public grant and loan programs intending to construct broadband Infrastructure or through alignment of other appropriate external funding sources for economic development to support the Project; and

WHEREAS, at the July 20, 2021 County Board meeting, the Board voted to proceed with LTC and the proposed joint broadband Project between the County and LTC, and to contribute an amount of \$ 200,00.00 to extend fiber into the Project area upon the award of a Wisconsin Public Service Commission (“Commission”) Grant; and

WHEREAS, the County will assist in public education, outreach, and mutually agreed upon operations in support of successful Project outcomes. The County shall also provide in-kind assistance to the Project in the form of waived fees for permitting, zoning and easements necessary for the Project; and

WHEREAS, enhanced broadband access and availability will be utilized to position the County for desirable economic growth through addressing existing service disparities, while providing a means for accessing the advantages of technology-based economic development practice for the subject localities.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The Parties, agree to cooperate and exercise their powers jointly for the purpose of providing support and/or revenues for the Project – Exhibit A includes a map showing the Project area where LTC fiber facilities are to be installed. The Project will extend LTC’s existing broadband network with a Fiber-to-the-Home (“FTTH”) network to existing resident and business locations in the Project area. The network will also provide FTTH for all future businesses and residences that will be located in the Project area.

2. Authorization. Each Party shall authorize the execution, delivery and performance of this Agreement and authorizes LTC, as an agent, to execute any other agreements requested to be executed and delivered hereunder, as an agent for the Parties.

3. Project Funding. LTC intends to request a Commission ARPA Grant. The County has agreed to provide a contribution of the County’s ARPA funding in the amount of \$ 200,000.00 to the cost of the Project, to be paid as provided in section 4 below. LTC, directly and through other sources, will provide the balance of the funding for the Project. If the Grant is awarded, LTC may accept the Grant and enter into an acceptable Commission Broadband Grant agreement or, in LTC’s sole discretion, may decline the Grant and not enter into a Grant agreement. The County’s contribution shall only be payable if the Grant is accepted.

4. Payment to LTC. The County shall pay the amount of \$ 200,000.00 as follows:

Start of fiber construction	\$ <u>100,000.00</u> .
Project construction completed	\$ <u>100,000.00</u> .

5. Project Ownership. LTC shall have sole ownership of the Project and shall be solely responsible for the construction, operation, and maintenance of the Project.

6. Liability. LTC shall have sole liability for the Project and any and all claims, obligations, liability, costs, demands, damages, expenses, fines, penalties, or causes of action (“Claims”) that may arise from the Project and its construction, operation, or maintenance. LTC and its successors and assigns shall indemnify and hold the County and its officials, employees, and agents harmless from any and all Claims, including the costs of litigation and reasonable attorney’s fees, which may arise out of the ownership, construction, maintenance, or operation of the Project.

7. Records. LTC will maintain records related to the Project; and, during the Project, RGTC will make those records available upon reasonable request of the County.

8. Report. Until completion of the project, LTC shall meet with the County on a semi-annual basis for the purpose of presenting an oral report on the status of the Project. The date, time and place of such meeting shall be determined cooperatively among the Parties. No less than seven (7) days prior to such meeting LTC shall provide a written report regarding siting, construction progress with respect to the Project.

9. Effective Date. This Agreement shall become effective upon its execution by both Parties.

10. Termination Date. If the Grant is awarded, this Agreement shall terminate 30 days after Town's final payment to LTC. If the Grant is not awarded, this Agreement shall terminate upon notice from the Commission that the Grant will not be awarded. If the Grant is not awarded, neither Party shall have any obligation to proceed with the Project or make any payment related to the Project. If the Grant is awarded in an amount less than requested in the Grant application, the Parties shall confer and determine the feasibility of proceeding with the Project.

11. Amendments. Any amendments to this Agreement must be in writing and signed by the Parties.

12. Entire Agreement. This Agreement, including its recitals and exhibits constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. There are no representations or understandings of any kind not stated in this Agreement.

13. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.

14. 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.

THE COUNTY OF RICHLAND:

By: _____
- Chairman

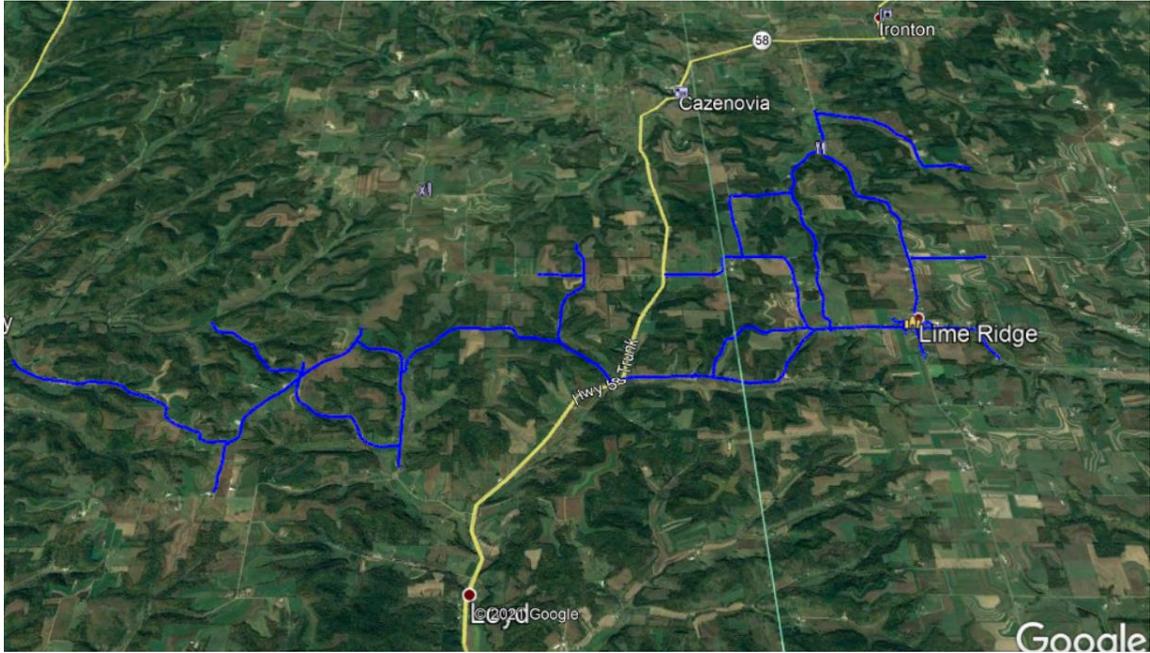
Date: _____

LAVALLE TELEPHONE COOPERTATIVE, INC:

By: _____
John Bartz - CEO

Date: _____

EXHIBIT A LIME RIDGE



RESOLUTION NO.21- _____

A Resolution Allocating American Rescue Plan Act Funds Towards Local Expansion Of Broadband.

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14. 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.

THE COUNTY OF RICHLAND:

By: _____
- Administrator

Date: _____

LAVALLE TELEPHONE COOPERTATIVE, INC: By: _____

John Bartz - CEO

Date: _____

VOTE FOR FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE FINANCE AND PERSONNEL COMMITTEE:

AYES _____ NOES _____

FOR AGAINST

RESOLUTION

Marty Brewer _____

David Turk _____

Shaun Murphey-Lopez _____

COUNTY

Donald Seep _____

Marc Couey _____

DATED

Linda Gentes _____

Melissa Luck _____

EXHIBIT A LIME RIDGE

