

TOWN BOARD OF  
TOWN OF PHELPS, WISCONSIN

RESOLUTION NO. 2014-2

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**INITIAL RESOLUTION INTERGOVERNMENTAL  
AGREEMENT WITH VILAS PARTY ECONOMIC  
DEVELOPMENT CORPORATION**

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WHEREAS, the Town has been involved in discussions with a number of wireless broadband providers, including but not limited to SonicNet Inc. concerning projects to expand broadband capability to reach un-served or underserved residences and businesses in Vilas County where such service is currently unavailable or prohibitively expensive.

WHEREAS, providers may derive significant benefit and enhance the likelihood of success for such projects where they are able to form a public/private partnership with the municipalities where these projects are located and the Vilas County Economic Development Corporation (VCEDC).

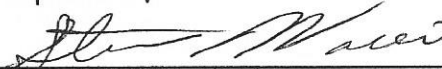
WHEREAS, sources of funding for such projects include local private and public contributions and promotion by and with the affected municipalities and the VCEDC and co-application for certain grants from the PSC and others.

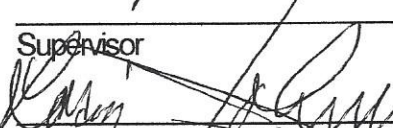
NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves the: (1) negotiation and execution of an Intergovernmental Agreement by and between the VCEDC and participating municipalities, such Agreement to be in substantially the form attached hereto as Exhibit A, (2) negotiation and execution of certain Development Agreements by and between the VCEDC, as agent under the Agreement, and such broadband providers, providing for the terms of any monetary or other support, and (3) when deemed necessary, co-application for said grants with qualified broadband providers.

Adopted this 18 day of March, 2014

Town Chairman: 

  
Supervisor

  
Supervisor

  
Supervisor

  
Supervisor

Clerk's Certification: \_\_\_\_\_

I certify that the foregoing resolution was duly adopted by the Town Board of the Town of Phelps at a properly noticed open meeting held on the 18 day of March, 2014, at which a quorum was present.

By:  Town Clerk

Date: 3/18/2014

## EXHIBIT A

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### INTERGOVERNMENTAL AGREEMENT

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(By and between Vilas County Economic Development Corporation

and

the Town of Phelps, the Town of Cloverland and the Town of Winchester)

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and among the Participating Parties (defined below) located in the State of Wisconsin (the "State") which, through their duly authorized representatives, have signed this Agreement.

WHEREAS, the Vilas County Economic Development Corporation ("VCEDC") , a nonstock, not-for profit corporation, was created to lessen the burdens of government and provide support for economic development in Vilas County; and

WHEREAS, SonicNet, Inc., a Wisconsin corporation ( "SonicNet, Inc."), a Wisconsin fixed-wireless broadband provider proposes to construct towers to reach the most potential unserved or under-served residences and businesses in Vilas County where such service is currently unavailable or is prohibitively expensive (the "Project"); and

WHEREAS, it is currently expected that the proposed towers would be constructed in the Town of Phelps, the Town of Cloverland and the Town of Winchester, Vilas County, Wisconsin (each a "Participating Party" and collectively, the "Participating Parties"); and

WHEREAS, each of the Towns is a political subdivision of the State within whose boundaries a portion of the Project is located; and

WHEREAS, the Participating Parties wish to enter into this Agreement providing that the VCEDC and the Participating Parties will work cooperatively with SonicNet, Inc. to secure funding through grants, contributions or other means to support the Project, assist in public education about the Project, and assist SonicNet, Inc. to provide such services in Vilas County; and

WHEREAS, in consideration of the new jobs and other economic benefits for residents of each of the Towns and Vilas County that will result from the Project, each Participating Party has agreed to provide community education and support, strategic and tactical advice, and sponsorship including monetary or other contributions toward the Project.

NOW, THEREFORE, it is hereby agreed by and among the Participating Parties as follows:



1. Purpose. The Participating Parties, acting pursuant to Section 66.0301 of the Wisconsin Statutes, hereby agree to cooperate and exercise their municipal powers jointly for the purpose of providing support and/or revenues for the Project.

2. Authorization. Each Participating Party shall authorize the execution, delivery and performance of this Agreement and authorizes VCEDC, as agent, to execute any other agreements requested to be executed and delivered hereunder, including, but not limited to a Development Agreement by and between SonicNet, Inc. and the VCEDC, as agent for the Participating Parties, by all necessary corporate action of the Participating Party. Each Participating Party shall have the right to make reasonable objections to the same. If disagreement occurs, the decision shall be made by a majority of the Participating Parties by their respective governing bodies.

3. Records. The VCEDC will maintain and be the custodian of all records associated with the administering and performance of this Agreement, and will make those records available to all Participating Parties upon request.

4. Reporting. The Provider shall meet with the VCEDC 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, the Provider shall provide to the VCEDC a written report regarding siting, construction progress with respect to the Project.

5. Effective Date. This Agreement shall become effective upon its adoption by all Participating Parties. Any initial Participating Party, or additional Party entering into this Agreement, shall adopt an authorizing resolution, and provide a certified copy of the resolution to all other Participating Parties. This Agreement shall remain in full force and effect until terminated as provided herein.

6. New Members. After the effective date of this Agreement, additional municipalities may join in this Agreement upon application to, and approval by the Participating Parties. Approval shall be conditioned upon the adoption by the governing body of the new member of the terms and provision of this Agreement by resolution, a certified copy of which is to be provided to each Participating Party.

7. Termination. This Agreement shall be deemed terminated when such termination has been approved by all Participating Parties. A Participating Party shall be released from its obligations under this Agreement if such Participating Party requests upon submission of a written request.

8. Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

9. Amendments. The terms of this Agreement shall not be amended without the written authorization of the governing bodies of all Participating Parties.

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

11. 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.

12. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties with respect to the subject matter of this Agreement, oral or written, are superseded by this Agreement; provided however, that this Agreement shall not cover the exercise by any Participating Party of its rights and remedies under any reimbursement agreement between the Provider and such Participating Party or under any guaranty agreement with the Guarantor.

13. Assignment. The rights and obligations of the parties to this Agreement may not be assigned without the express written consent of all parties.

[SIGNATURE PAGE TO FOLLOW]

**VILAS COUNTY ECONOMIC  
DEVELOPMENT CORPORATION,**  
a Participating Party

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

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

**TOWN OF PHELPS, WISCONSIN,**  
a Participating Party

By: Colin Snook  
Colin Snook Town Chair

By: Marjorie Hiller  
Marjorie Hiller Clerk/Treasurer

**TOWN OF CLOVERLAND, WISCONSIN,**  
a Participating Party

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

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

**TOWN OF WINCHESTER, WISCONSIN,**  
a Participating Party

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

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

Acknowledged:

**SONICNET, INC.**

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