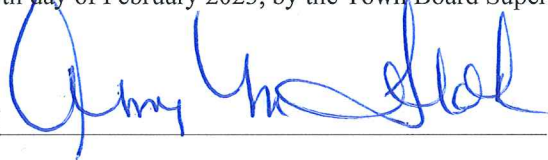




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Submitted By:   
Dan Woelfel, Chairman

I, Amy M. Flok, Clerk for the Town of Sevastopol,  
Door County, Wisconsin, hereby certify that the above  
Is a true and correct copy of a Resolution adopted on the  
20th day of February 2023, by the Town Board Supervisors.

  
/s/ Amy M. Flok

**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 20th day of February 2023 (“Effective Date”) by and between the Town of Sevastopol, Wisconsin (the “Town”), a municipal corporation in the State of Wisconsin, and Hilbert Communications, LLC, a Wisconsin limited liability company (“Hilbert”). The Town and Hilbert are collectively referred to as the “Parties”.

**RECITALS**

- A. The Town 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 Town, its resident, and its businesses.
- B. To encourage and facilitate deployment of high-speed broadband service in unserved and underserved areas within the Town, the Town 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 Town 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 Town finds the Project to be in the public interest of the residents and businesses of the Town of Sevastopol.

**AGREEMENT**

THE PARTIES agree as follows:

1. **Purpose.** By this Agreement, the Town 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 Town 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 \$3,000,000.
3. **Project Funding.** In its grant application, Hilbert shall request a grant for up to Fifty Percent (50%) of the estimated project cost. If the Grant is awarded and if the Project receives final approval from each Party’s respective governing body, the Town shall contribute up to \$25,000 or an amount to be determined by the parties, towards the cost of

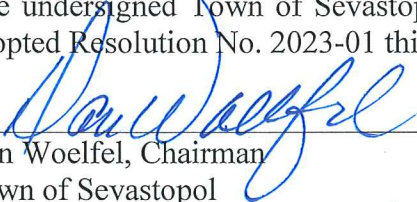
construction of the Project. This is in addition to the Town providing guarantees for Bonding.

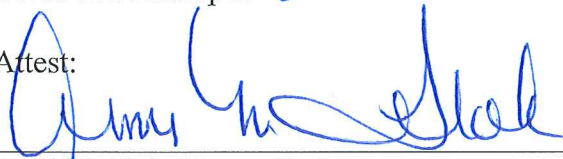
4. **Authorization.** Each Party represents that it has the authority to execute this Agreement.
5. **Records.** Hilbert shall provide the Town with a copy of its application to the Grant Program at the same time the application is submitted to the PSC.
6. **Termination.** This Agreement shall become 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 Agreements 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.

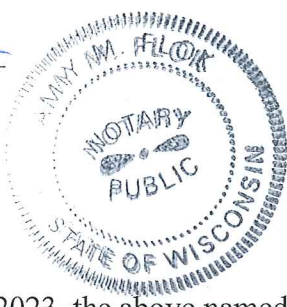
[SIGNATURE PAGE FOLLOWS]

**TOWN OF SEVASTOPOL**

The undersigned Town of Sevastopol officials have executed this Agreement pursuant to duly adopted Resolution No. 2023-01 this 20<sup>th</sup> day of February 2023.

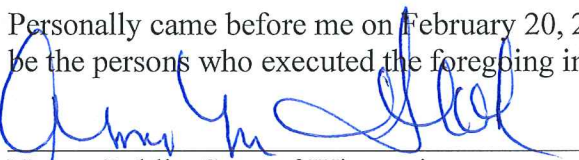
  
\_\_\_\_\_  
Dan Woelfel, Chairman  
Town of Sevastopol

Attest:  
  
\_\_\_\_\_  
Amy M. Flok, Town Clerk



STATE OF WISCONSIN    )  
  ) SS.  
DOOR COUNTY            )

Personally came before me on February 20, 2023, the above named Dan Woelfel, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: 8/9/2024

**HILBERT COMMUNICATIONS, LLC**

Dated: \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) SS.  
BROWN COUNTY            )

Personally came before me on February \_\_\_\_, 2023, the above named Mitchel Olson, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_