



GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

Original Post Date: 2/2/22

Amended* Post Date:

**The following documents are included in the packet for the
Special Finance Committee on February 3, 2022:**

- 1) Agenda
- 2) BugTussel Information
- 3) Budget Adjustment - EDC



GREEN LAKE COUNTY

OFFICE OF THE COUNTY CLERK

Elizabeth Otto
County Clerk

Office: 920-294-4005
FAX: 920-294-4009

Special Finance Committee Meeting Notice

Date: February 3, 2022 Time: 3:30 PM
The Green Lake County Government Center, County Board Room
571 County Road A, Green Lake WI

AGENDA

Committee Members

Harley Reabe, Chair
Brian Floeter, Vice-
Chair
Don Lenz
David Abendroth
Dennis Mulder

Elizabeth Otto,
Secretary

1. Call to Order
2. Certification of Open Meeting Law
3. Pledge of Allegiance
4. Appearances:
 - Bug Tussel Wireless-Broadband Information
5. Budget Adjustment
 - EDC
6. Committee Discussion
 - Future Meeting Dates: Regular Meeting 2/23/22
 - Future Agenda items for action & discussion
7. Adjourn

Due to the COVID-19 pandemic, this meeting will be conducted and available through in person attendance (6 ft. social distancing and face masks required) or audio/visual communication. Remote access can be obtained through the following link:

Virtual attendance at meetings is optional. If technical difficulties arise, there may be instances when remote access may be compromised. If there is a quorum attending in person, the meeting will proceed as scheduled.

Topic: Special Finance
Time: Feb 3, 2022 03:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/89202765907?pwd=NGhkSnUxY0lLT1FXVDI2QmNLVHk3QT09>

Meeting ID: 892 0276 5907

Passcode: 634764

Dial by your location

+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)

Kindly arrange to be present, if unable to do so, please notify our office.
Elizabeth Otto, County Clerk

Please note: Meeting area is accessible to the physically disabled. Anyone planning to attend who needs visual or audio assistance, should contact the County Clerk's Office, 294-4005, not later than 3 days before date of the meeting.



bugtussel
WIRELESS

The **R.O.A.D** to Digital Equality

The Rural Open Access Design to Digital Equality
Bond Project





IMPORTANT: BUG TUSSEL WIRELESS CAN

Who are we?

Bug Tussel Wireless is the largest wholesale provider of wireless rural telecommunication services in the Upper Midwest. We are the catalyst to energize communities, inspire commerce and increase opportunities for personal and professional development.



01

Provide **broadband** quickly

02

Install **fiber infrastructure** for the middle mile

03

Provide **ubiquitous cellular** service

04

Provide support for **economic development** through community education

05

Provide evergreen high-capacity Internet and electronic access at **ever-increasing speeds**

How Can We Provide These Services?

Plan Components

Cellular for all - Now

25 Mbps download for all -
Now

Fiber optic middle mile to
communities' aggregation
points and critical
community facilities - Soon

Premise access at speeds
of greater than 25 Mbps or
up to 100 Gbps or higher -
5 years

Comprehensive Plan

Bug Tussel Wireless will provide a comprehensive broadband plan, prepared upfront, covering 10 years along with design and financing.

Financing Plan

To ensure financial sustainability, Bug Tussel Wireless will finance this project through WPSC Grants, RDOF coordination, and statewide opt-in bond issuance. **This will lead to a net positive budget impact to the county.**

Open Access

Bug Tussel will provide an open network and collaborate with other providers, RDOF winners, critical community institutions and local and state governments.



Specifics on Financing Sources

WPSC Grants

State of Wisconsin WPSC	25% to 50%
Bug Tussel Wireless, LLC	25% to 75%
Community Loan to Bug Tussel Wireless, LLC (Provider receives 50 basis point premium)	25% to 50%

Rural Digital Opportunity Fund

RDOF Winners

Private Equity Firms

Cooperative Partnerships with RDOF

Public Bond Issuances

One county serves as issuer and receives 10 basis points

Each county guarantees the assets in its county for
40 basis points

Each county receives assets in its county as collateral

Other Sources

Senior Bug Tussel Debt

Private Equity

Provider Investments

\$200,000,000 Issuance: \$15,000,000 Guarantee:
Issuing County = \$200,000/yr Guarantor County = \$60,000/yr



COMPANY **CONTACT :**

Steve Schneider

Phone :

(920) 662-3063

Email :

Steve.Schneider@bugtusselwireless.com

Jason Wied

Phone :

(920) 737-7016

Email :

Jason.Wied@bugtusselwireless.com

Mitchel Olson

Phone :

(715) 820-2504

Email :

Mitchel.Olson@bugtusselwireless.com

Website :

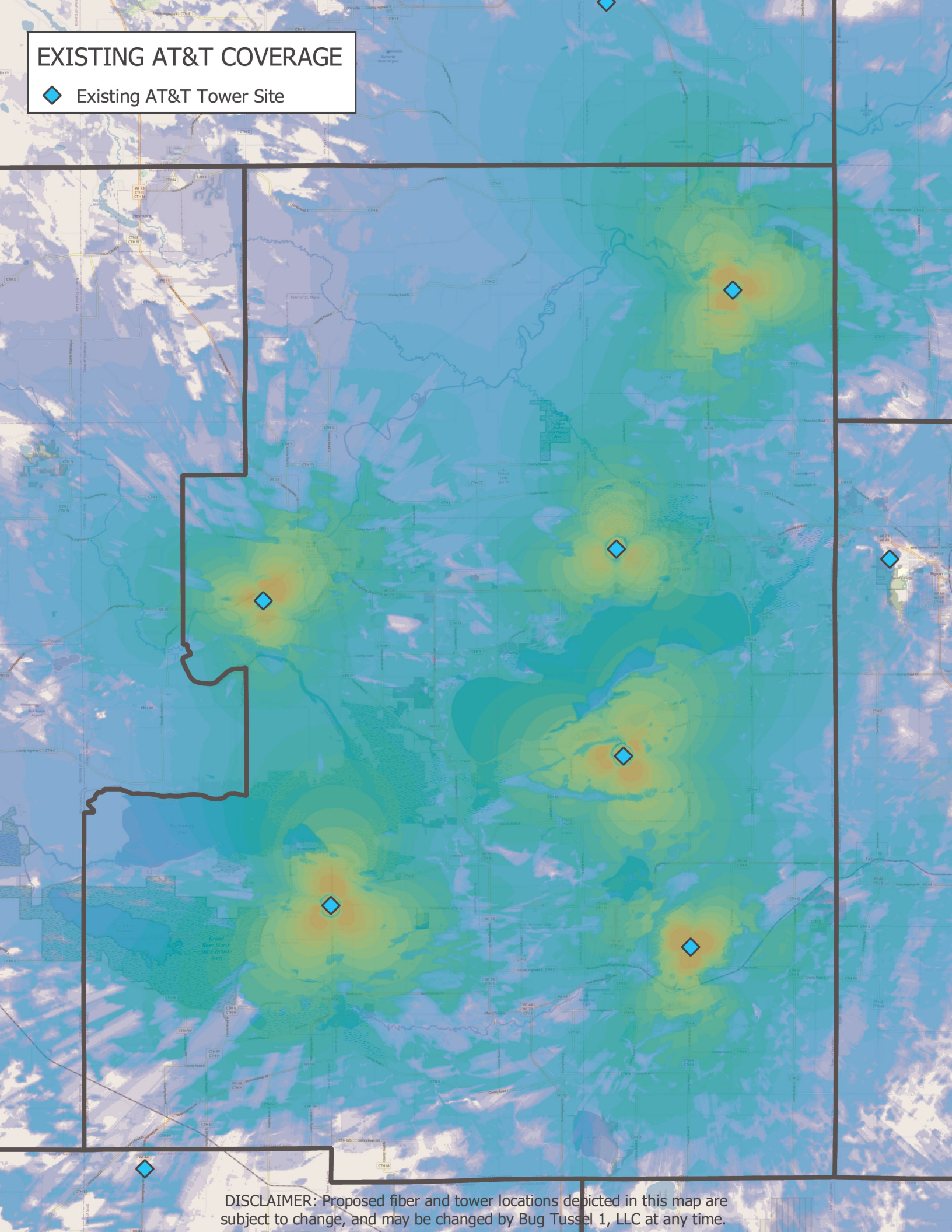
www.bugtusselwireless.com

Main Office :

417 Pine St, Green Bay, WI 54301

EXISTING AT&T COVERAGE

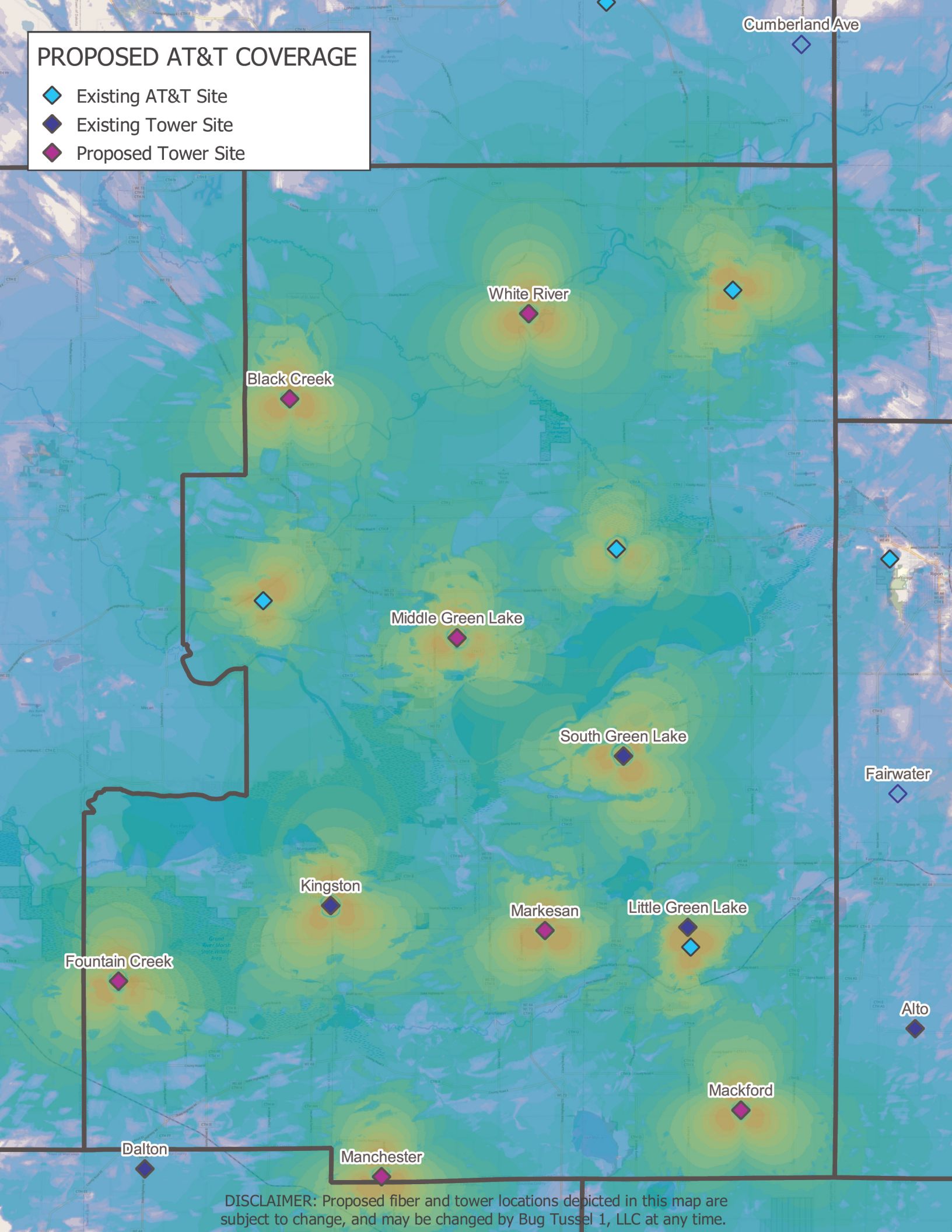
Existing AT&T Tower Site



DISCLAIMER: Proposed fiber and tower locations depicted in this map are subject to change, and may be changed by Bug Tussel 1, LLC at any time.

PROPOSED AT&T COVERAGE

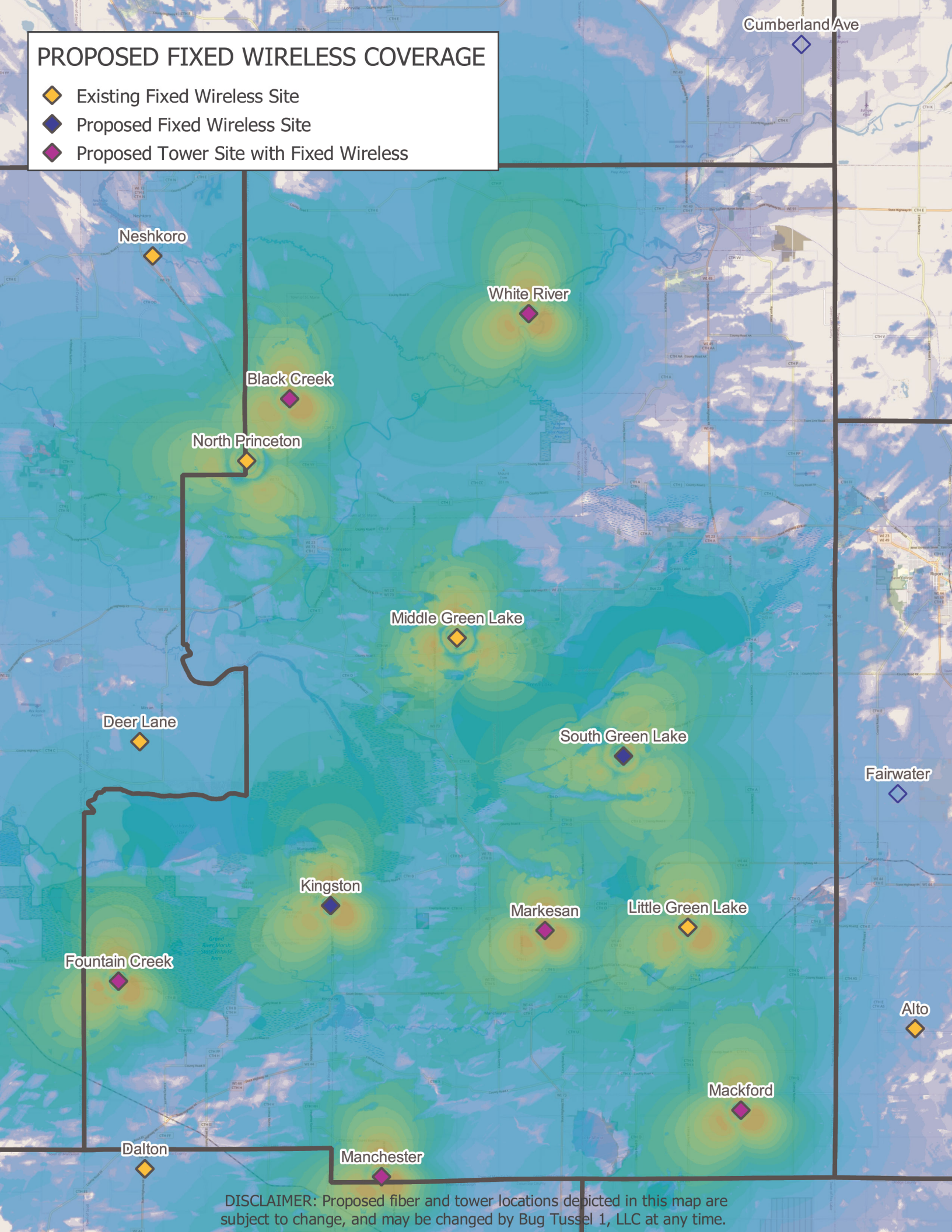
- Existing AT&T Site
- Existing Tower Site
- Proposed Tower Site



DISCLAIMER: Proposed fiber and tower locations depicted in this map are subject to change, and may be changed by Bug Tussel 1, LLC at any time.

PROPOSED FIXED WIRELESS COVERAGE

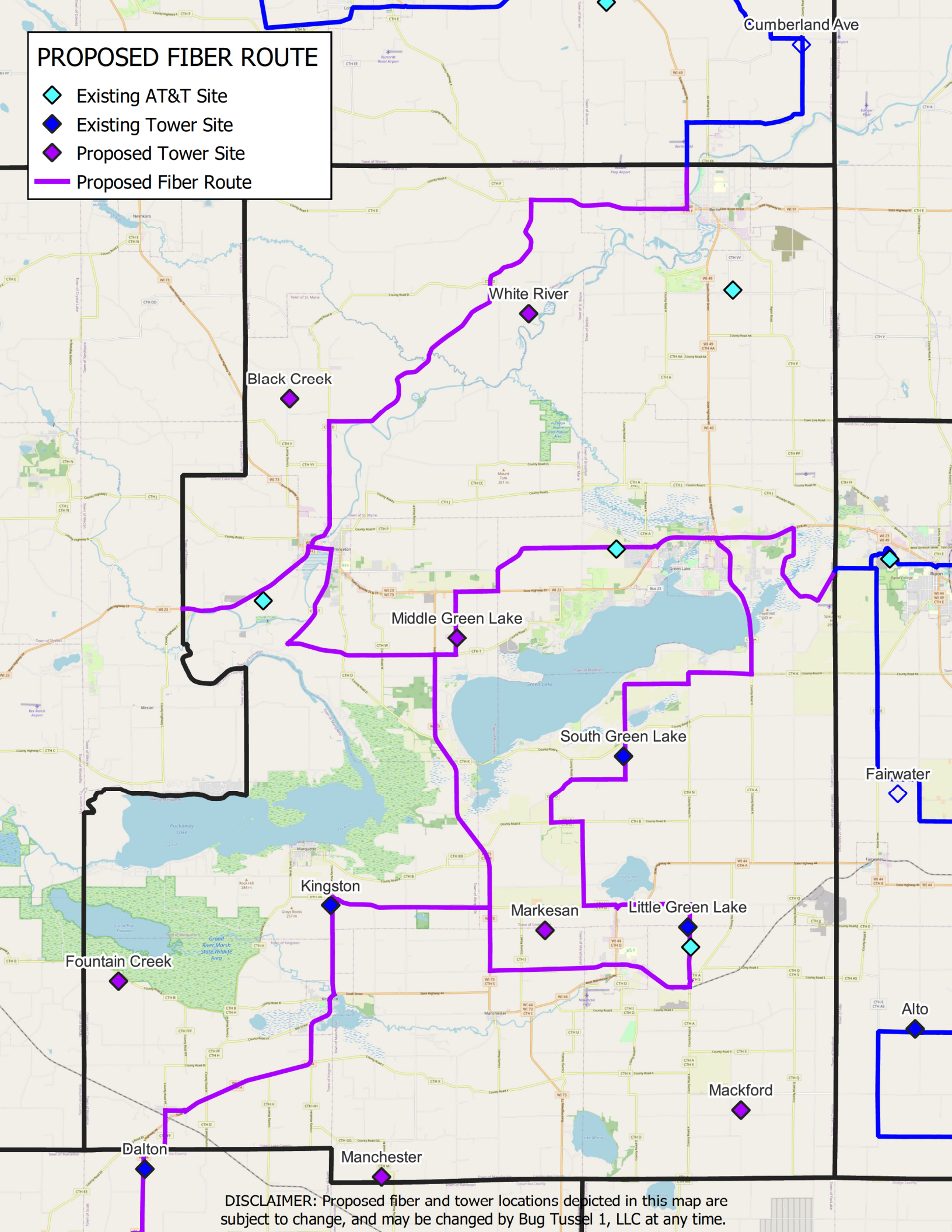
- Existing Fixed Wireless Site
- Proposed Fixed Wireless Site
- Proposed Tower Site with Fixed Wireless



DISCLAIMER: Proposed fiber and tower locations depicted in this map are subject to change, and may be changed by Bug Tussel 1, LLC at any time.

PROPOSED FIBER ROUTE

- Existing AT&T Site
- Existing Tower Site
- Proposed Tower Site
- Proposed Fiber Route



DISCLAIMER: Proposed fiber and tower locations depicted in this map are subject to change, and may be changed by Bug Tussel 1, LLC at any time.

BUG TUSSEL WIRELESS LLC

PROPOSAL TO GREEN LAKE COUNTY -- CONDUIT BOND FINANCING

Suggested Preliminary Budget:

	Served By	Connectivity Cost	Tower Cost	Fiber Cost	Fiber To The Home	Cellular Equipment	
Black Creek	BTW Fiber	\$ 30,000	\$ 220,000			\$ 140,000	
White River	BTW Fiber	\$ 30,000	\$ 220,000			\$ 140,000	
Middle Green Lake	BTW Fiber'	\$ 30,000	\$ 220,000			\$ 140,000	
Markesan	BTW Fiber	\$ 30,000	\$ 220,000			\$ 140,000	
Fountain Creek	Microwave	\$ 30,000	\$ 220,000			\$ 140,000	
Manchester	Microwave	\$ 30,000	\$ 220,000			\$ 140,000	
Mackford	Microwave	\$ 30,000	\$ 220,000			\$ 140,000	
Fiber optic Construction	89.1 miles			\$ 4,900,500	\$ 801,900		
TOTAL COST OF PROJECT		\$ 210,000	\$ 1,540,000	\$ 4,900,500	\$ 801,900	\$ 980,000	\$ 8,432,400

Sources of Capital:

Public Service Commission Grant	\$ 980,100	
Green Lake County -- ARPA Funds	\$ -	2.5% fixed rate 30 year ROW agreement
BTW Bond backed by Green Lake County	\$ 7,452,300	40 basis points for guarantee
	\$ 8,432,400	

Revenue to Green Lake County:

	Annual	Monthly
Monthly payments on ROW Agreement	\$ -	\$ -
Average Annual Payment on BTW Bond backing	\$ 18,819	\$ 1,568
Total Payments to Green Lake County	\$ 18,819	\$ 1,568

TOTAL AMOUNT PAID TO GREEN LAKE COUNTY	\$	564,562.81
---	-----------	-------------------

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

WHEREAS, Hilbert Communications, LLC (“Hilbert”), and its subsidiary broadband wireless internet service provider company, Bug Tussel Wireless, LLC (“Bug Tussel”), desire to commence a project consisting of the construction and operation of certain fiber optic assets to provide the most advanced infrastructure to the unserved and underserved residents of Green Lake County; and

WHEREAS, Green Lake 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 Green Lake County, and hereby recommends partnering with Hilbert to pursue broadband expansion grants; and

WHEREAS, Hilbert and Green Lake 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

BE IT FURTHER RESOLVED, that the Green Lake County Board of Supervisors shall enter into an Agreement to Establish 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.

**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 ____ day of _____, 2022 (“Effective Date”) by and between Green Lake 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 resident, 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 Green Lake 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 \$6,000,000.
- 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 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 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]

GREEN LAKE COUNTY

The undersigned Green Lake County officials have executed this Agreement pursuant to duly adopted Resolution No. _____ day _____, _____, 2022.

_____, Chairman
Green Lake County Board of Supervisors

Attest:

County Clerk

[illegible]

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

[illegible]

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:

GREEN LAKE COUNTY

Notice of Budgetary Adjustment

Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: February 3, 2022
Department: Economic Development Corporation
Amount: \$477.15
Budget Year Amended: 2022

Source of Increase / Decrease and affect on Program:
(If needed attached separate brief explanation.)

In the last few years the municipality portion of the Green Lake Country Visitor's Bureau (GLCVB) invoice has been paid by the EDC checkbook. However, that checkbook now has a fund balance of \$1,897.85 and the invoice for 2022 is \$2,375.00 leaving a shortfall of \$477.15. The EDC committee voted to take \$477.15 out of contingency earmarked for an EDC Coordinator to reduce that amount to \$39,522.85

Revenue Budget Lines Amended:

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
22-101-00-58000-000-000	Contingency	\$ 75,000.00	\$ (477.15)	\$ 74,522.85
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ (477.15)	

Expenditure Budget Lines Amended:

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
GLCVB	22-100-01-58101-219-000	\$ 9,500.00	\$ 477.15	\$ 9,977.15
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ 477.15	

Department Head Approval: See attached minutes

Date Approved by Committee of Jurisdiction: 1/20/22

Following this approval please forward to the County Clerk's Office.

Date Approved by Finance Committee: _____

Date Approved by County Board: _____

Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.

Date of publication of Class 1 notice of budget amendment: _____

NEW NORTH SURVEY RESULTS

Mary Neubauer stated that a report should be coming soon from Mid State Associates.

AMERICAN RESCUE PLAN ACT UPDATE

Chair Reabe stated that the list of possible expenditures is still being worked on. An update to the communications towers has been approved for \$1.6 million of the funds.

GREEN LAKE COUNTRY VISITORS BUREAU (GLCVB) ADVERTISING REPORT

Scott Mundro stated that some recent TikTok videos of events has been very popular so they are looking to expand on that. Visitor's guides should be available in early February. Discussion held on biking maps for next year's guides along with updates to the Amish community businesses.

TREASURER'S REPORT

Treasurer Liz Otto stated that there is currently a balance of \$49,086.75 in the housing grant checking account and \$1,897.85 in the EDC checking account as of 12/31/2021.

Motion/second (Mundro/Meier) to accept the treasurer's report. *Motion carried with no negative vote.*

GLCVB invoice – Liz Otto informed the committee that there is not enough funds in the EDC checkbook to cover the \$2,375 annual invoice from GLCVB. Motion Meier to pay out the remaining balance in the EDC checkbook for that invoice and close that account. No second. Motion withdrawn by Meier. *Motion/second (Sommers/Thiem)* to pay \$1,897.85 on the GLCVB invoice to bring the EDC checkbook to -0-. Motion carried with no negative vote. Meier and Mundro abstained from voting. *Motion/second (Sommers/Thiem)* to transfer \$477.15 out of the contingency fund to pay the balance of the GLCVB invoice. Motion carried with no negative vote. Meier and Mundro abstained from voting.

MULTI COUNTY EDC DISCUSSION

Discussed above.

COMMUNITY UPDATES

Updates on area activities discussed.

COMMITTEE DISCUSSION

Next regular meeting: February 17, 2022 @ 8:30 AM

Future Agenda Items for action & discussion: broadband survey results, public comment, close EDC checking account, appoint Chair and Vice Chair

ADJOURNMENT

Motion/second (Thiem/Mundro) to adjourn the meeting at 9:59 AM. Motion carried with no negative vote.

Submitted by

Liz Otto
Treasurer/County Clerk