



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



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Website :

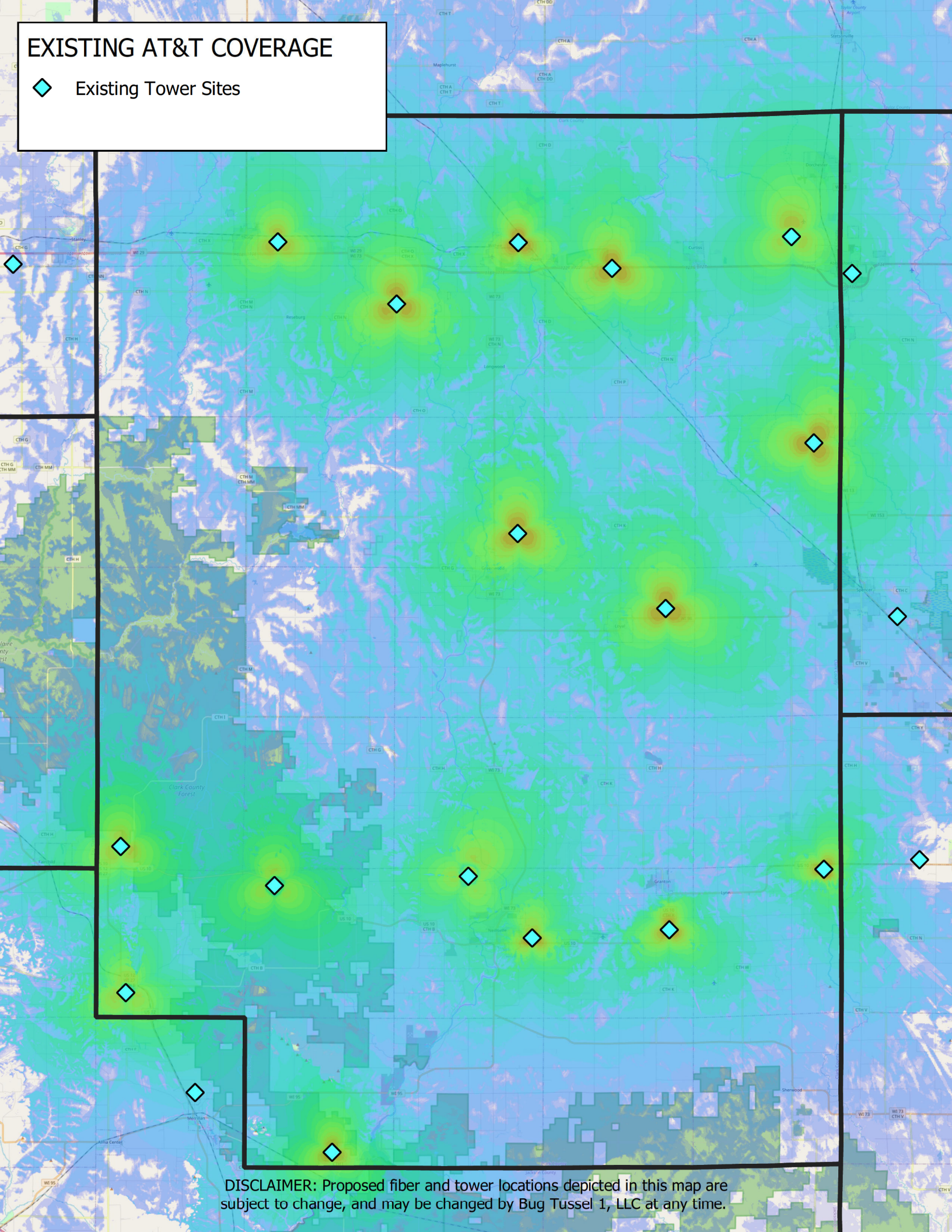
www.bugtusselwireless.com

Main Office :

417 Pine St, Green Bay, WI 54301

EXISTING AT&T COVERAGE

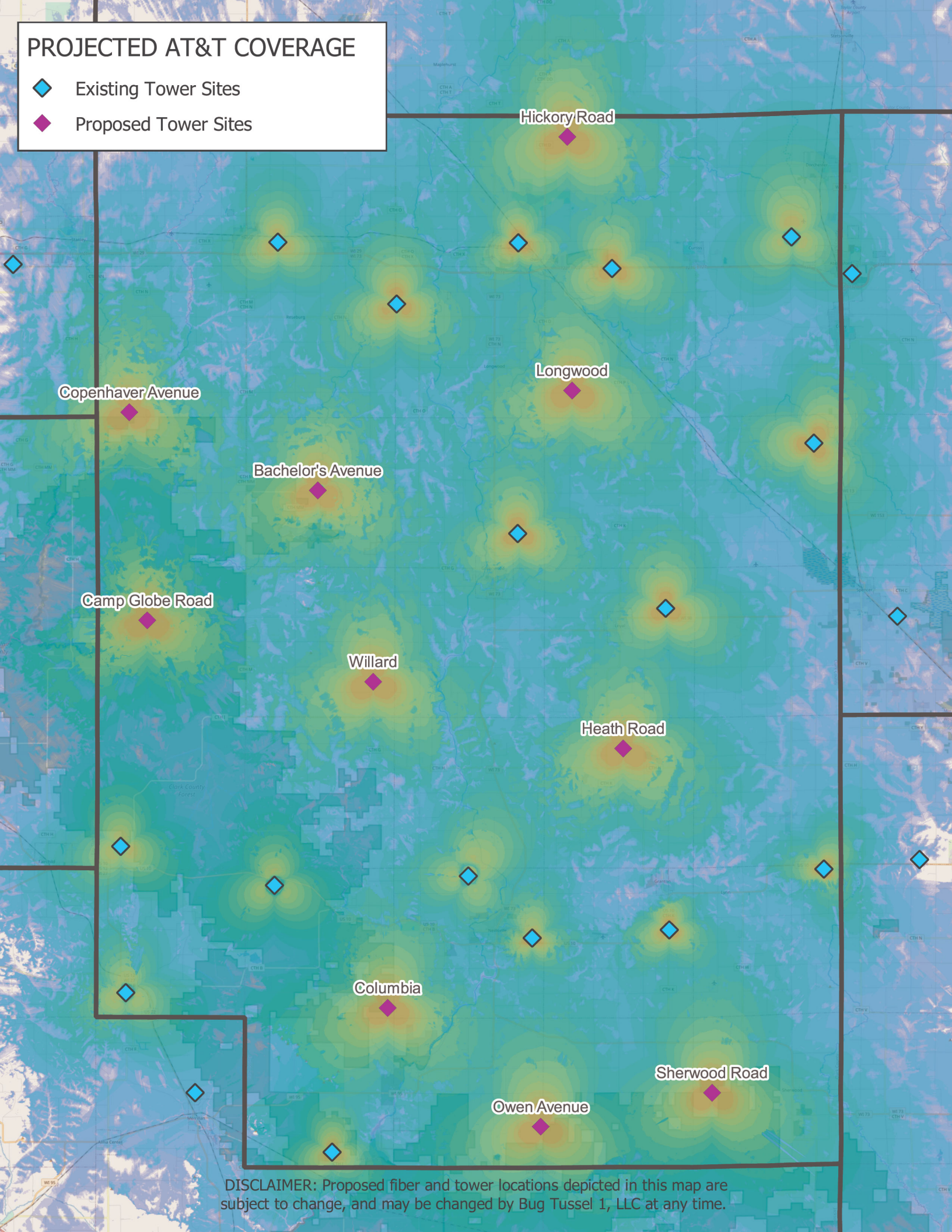
Existing Tower Sites



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.

PROJECTED AT&T COVERAGE

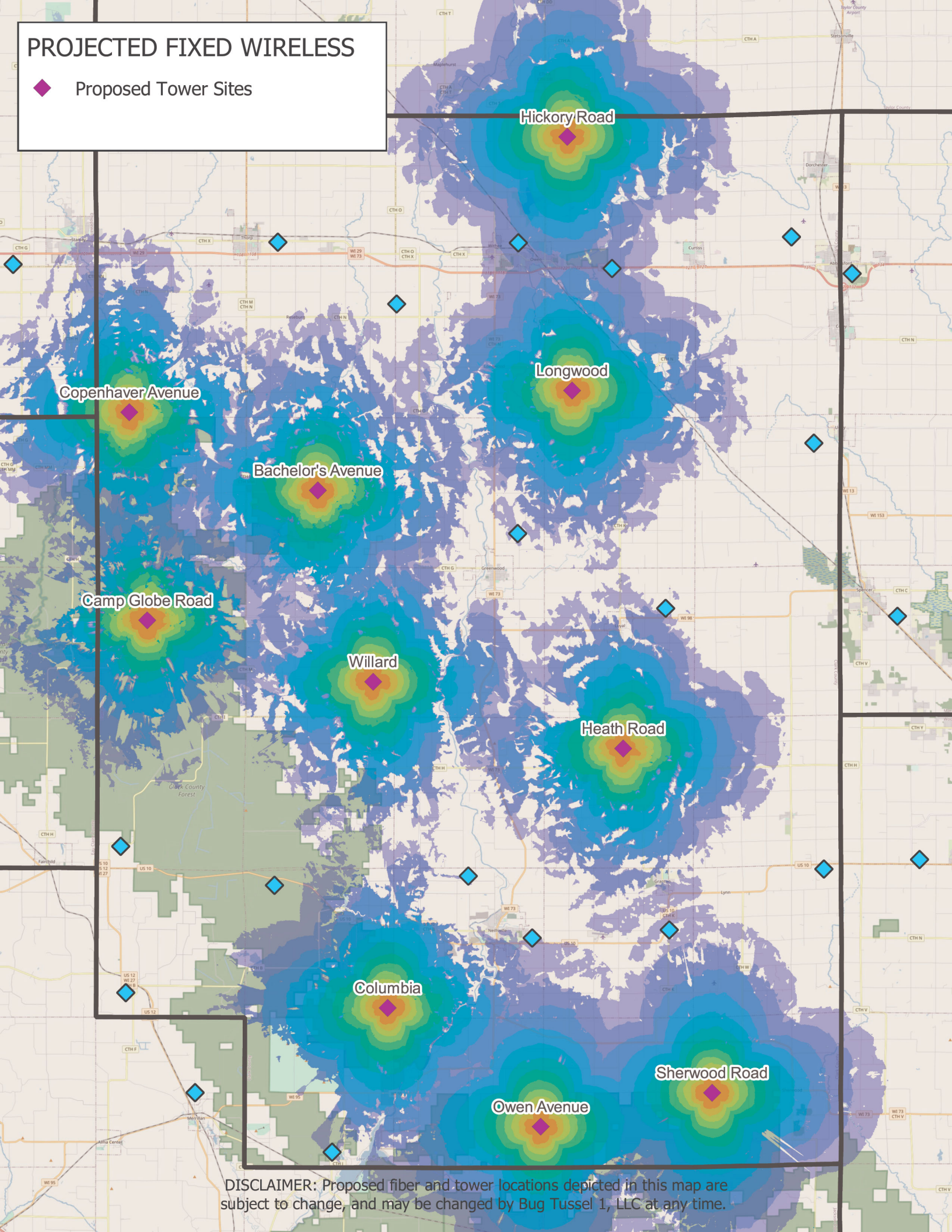
- Existing Tower Sites
- Proposed Tower Sites



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PROJECTED FIXED WIRELESS

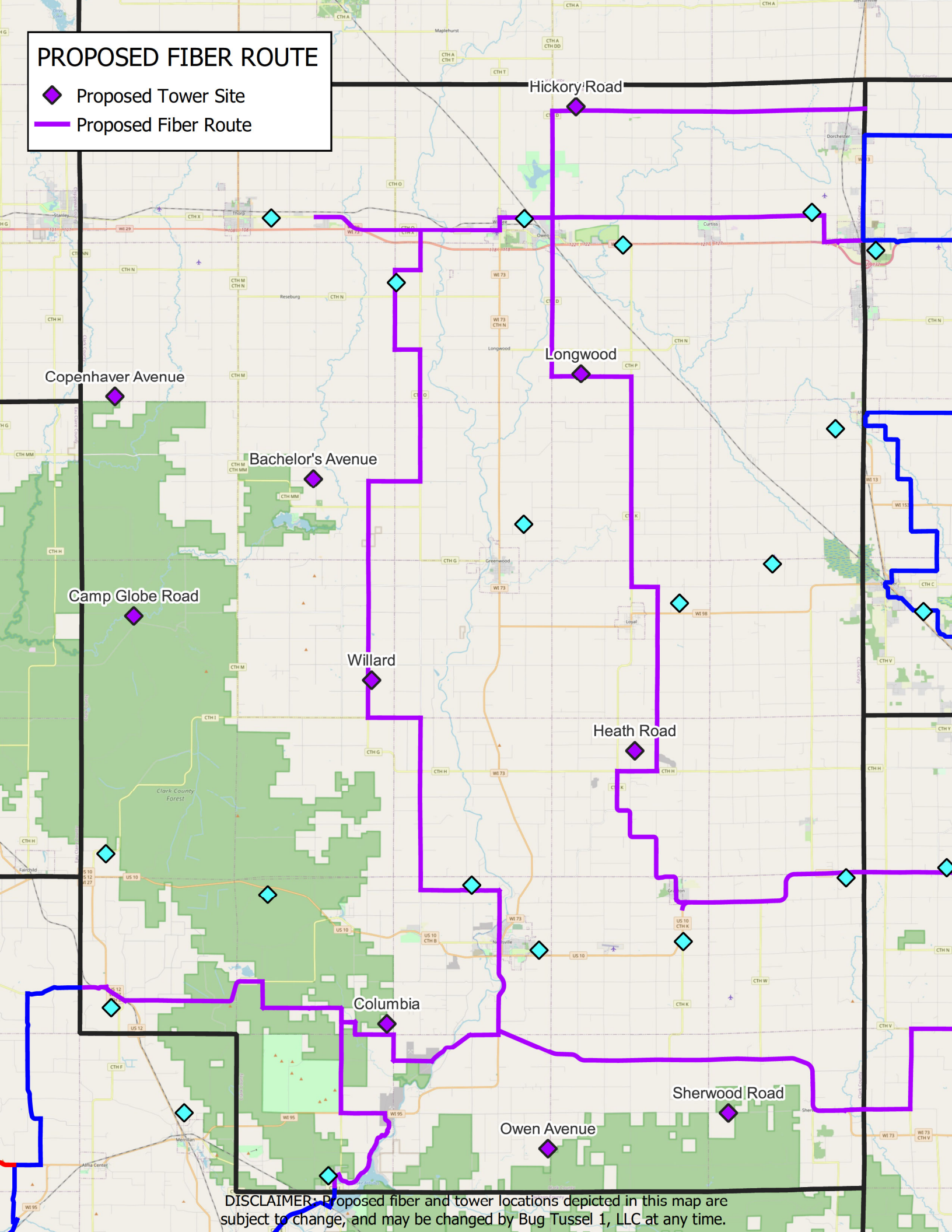
◆ Proposed Tower Sites



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PROPOSED FIBER ROUTE

- ◆ Proposed Tower Site
- Proposed Fiber Route



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BUG TUSSEL WIRELESS LLC

PROPOSAL TO CLARK COUNTY -- COMPREHENSIVE COUNTYWIDE FIBER, FIXED WIRELESS & CELLULAR PLAN

Suggested Preliminary Budget:

	Served By	Connectivity Cost	Tower Cost	Fiber Cost	Fiber To The Home	Cellular Equipment
Hickory Road	BTW Fiber	\$ 30,000	\$ 220,000			\$ 140,000
Copenhaver Avenue	Microwave	\$ 30,000	\$ 220,000			\$ 140,000
Bachelor's Avenue	BTW Fiber	\$ 30,000	\$ 220,000			\$ 140,000
Camp Globe Road	Microwave	\$ 30,000	\$ 220,000			\$ 140,000
Willard	BTW Fiber	\$ 30,000	\$ -			\$ 140,000
Heath Road	BTW Fiber	\$ 30,000	\$ -			\$ 140,000
Columbia	BTW Fiber	\$ 30,000	\$ 220,000			\$ 140,000
Owen Avenue	BTW Fiber	\$ 30,000	\$ 220,000			\$ 140,000
Sherword Road	BTW Fiber	\$ 30,000	\$ 220,000			\$ 140,000
Longwood	BTW Fiber	\$ 30,000	\$ 220,000			\$ 140,000
Fiberoptic Construction	170.0 miles			\$ 9,350,000	\$ 720,000	
TOTAL COST OF PROJECT		\$ 300,000	\$ 1,760,000	\$ 9,350,000	\$ 720,000	\$ 1,400,000
						\$ 13,530,000

Sources of Capital:

Public Service Commission Grant	\$ 1,870,000	
Clark County -- ARPA Funds	\$ -	2.5% fixed rate 30 year ROW agreement
BTW Bond backed by Clark County	\$ 11,660,000	40 basis points for guarantee
	\$ 13,530,000	

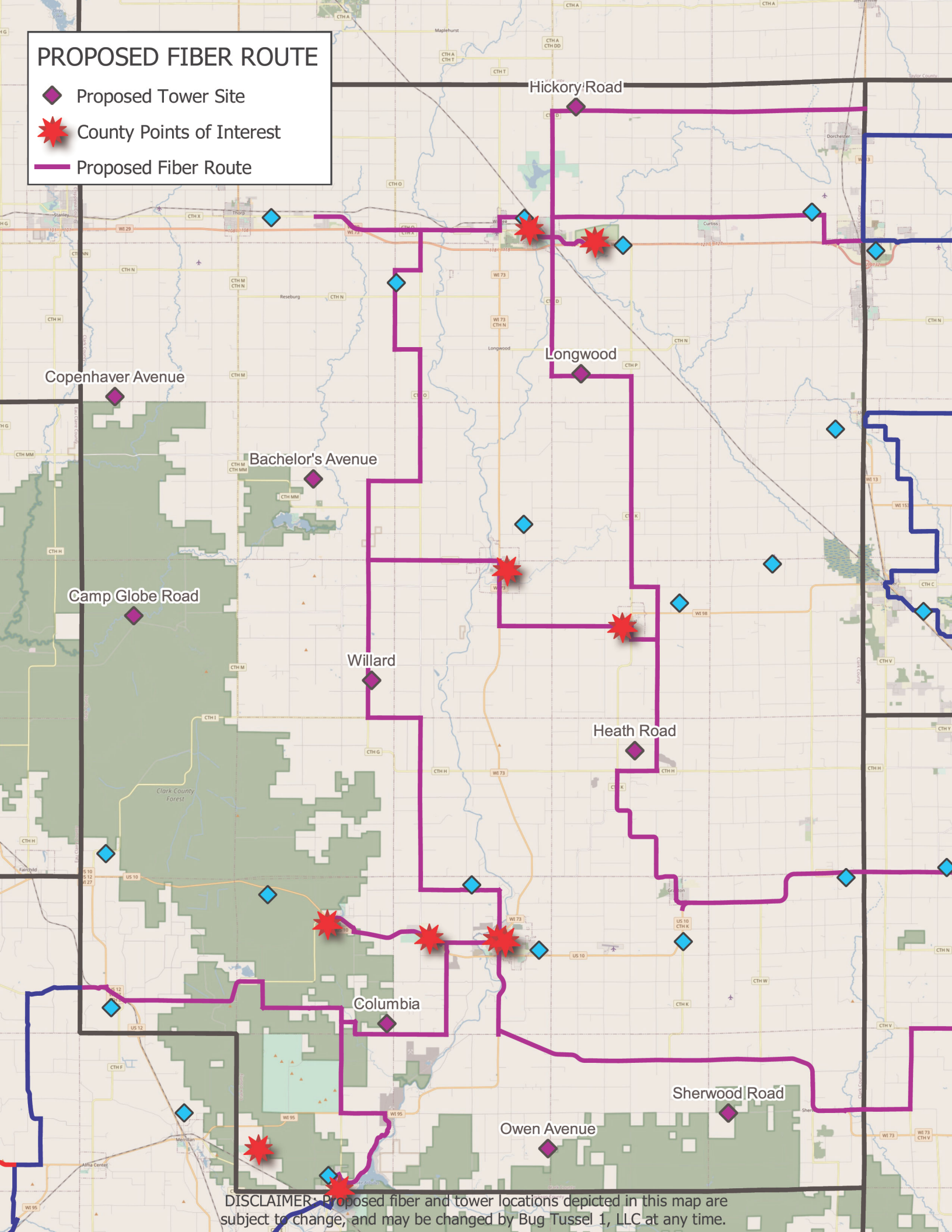
Revenue to Clark County:

	Annual	Monthly
Monthly payments on ROW Agreement	\$ -	\$ -
Average Annual Payment on BTW Bond backing	\$ 29,444	\$ 2,454
Total Payments to Clark County	\$ 29,444	\$ 2,454

TOTAL AMOUNT PAID TO CLARK COUNTY	\$	883,324.93
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PROPOSED FIBER ROUTE

- ◆ Proposed Tower Site
- ★ County Points of Interest
- Proposed Fiber Route



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BUG TUSSEL WIRELESS LLC

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Camp Globe Road	Microwave	\$ 30,000	\$ 220,000			\$ 140,000
Willard	BTW Fiber	\$ 30,000	\$ -			\$ 140,000
Heath Road	BTW Fiber	\$ 30,000	\$ -			\$ 140,000
Columbia	BTW Fiber	\$ 30,000	\$ 220,000			\$ 140,000
Owen Avenue	BTW Fiber	\$ 30,000	\$ 220,000			\$ 140,000
Sherword Road	BTW Fiber	\$ 30,000	\$ 220,000			\$ 140,000
Longwood	BTW Fiber	\$ 30,000	\$ 220,000			\$ 140,000
Fiberoptic Construction	190.0 miles			\$ 10,450,000	\$ 900,000	
TOTAL COST OF PROJECT		\$ 300,000	\$ 1,760,000	\$ 10,450,000	\$ 900,000	\$ 1,400,000
						\$ 14,810,000

Sources of Capital:

Public Service Commission Grant	\$ 2,090,000	
Clark County -- ARPA Funds	\$ -	2.5% fixed rate 30 year ROW agreement
BTW Bond backed by Clark County	\$ 12,720,000	40 basis points for guarantee
	\$ 14,810,000	

Revenue to Clark County:

	Annual	Monthly
Monthly payments on ROW Agreement	\$ -	\$ -
Average Annual Payment on BTW Bond backing	\$ 32,121	\$ 2,677
Total Payments to Clark County	\$ 32,121	\$ 2,677

TOTAL AMOUNT PAID TO CLARK COUNTY	\$	963,627.20
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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 Clark County; and

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

WHEREAS, Hilbert and Clark 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 Clark 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 Clark 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 Clark 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 between \$13,000,000 and \$15,000,000.
- 3. **Project Funding.** In its grant application, Hilbert shall request a grant for Twenty (20) Percent 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 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]

CLARK COUNTY

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

_____, Chairman
Clark County Board of Supervisors

Attest:

County Clerk

STATE OF WISCONSIN)
) SS.
CLARK COUNTY)

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

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

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: _____