



Kewaunee County
FINANCE & PUBLIC PROPERTY COMMITTEE MEETING
AGENDA

November 10, 2020 5:00 p.m.

Kewaunee County Fairgrounds, 625 Third Street, Luxemburg, WI 54217
4-H Conference Room

1. Call to Order
2. Roll Call
3. Approval of November 10, 2020 Finance Agenda
4. Approval of November 6, 2020 Finance Committee Minutes
5. Public Comment
6. Approval of Lease of Walther Quarry Site for Communications Tower
7. Approval of Changes to 2021 County Budget (if any)
8. Such Other Matters as Authorized by Law
9. Next Meeting
10. Adjournment

The Committee welcomes all visitors to listen and observe, but only Committee members and those invited to speak will be permitted to do so. Persons with disabilities needing special accommodations to attend or participate should contact the County Administrator's Office at (920) 388-7164 prior to the meeting so that accommodations may be arranged.



RESOLUTION NO.

A RESOLUTION APPROVING LEASE OF WALTHER QUARRY SITE TO BUG TUSSEL WIRELESS FOR COMMUNICATIONS TOWER

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, the Kewaunee County Finance and Public Property Committee considered and hereby
 2 recommends leasing a site of approximately a portion of land measuring approximately 100' x 100' at the
 3 Walther Quarry in the Town of Franklin to Bug Tussel Wireless to erect a communications tower; and
 4

- 5 **WHEREAS**, the basic terms are:
 6
 - The initial term is for 5 years with 5-year options
 - The size of the parcel needed is (+ or -) 100' x 100' plus access
 - Bug Tussel Wireless will pay for all improvements and utilities
 - Starting monthly lease rate: \$325
 - Monthly lease rate will increase annually by 2%
 10

11 **WHEREAS**, the draft lease agreement is attached hereto and incorporated herein by reference as if fully set
 12 forth.
 13

14 **NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors, duly assembled this
 15 10th day of November 2020, that the Board hereby approves leasing a portion of the Walther Quarry Site to Bug
 16 Tussel Wireless; and
 17

18 **BE IT FURTHER RESOLVED**, The Board authorizes the Administrator to
 19 execute the final Lease Agreement with Bug Tussel Wireless on behalf of
 20 Kewaunee County.
 21

Respectfully Submitted,

FINANCE AND PUBLIC PROPERTY COMMITTEE

 John Mastalir, Chair

 Doak Baker

 Virginia Haske

 Thomas Romdenne

 Jeffrey Vollenweider, Sr.

APPROVED AS TO FORM
 Jeffrey R. Wisnicky
 Corporation Counsel

FISCAL IMPACT STATEMENT:
\$325/month. Annual increases of 2%.

	Y E S	N O	A B S E N T	A B S T A I N
Augustian, A.				
Baker, D.				
Doell, D.				
Guillette, N.				
Haske, V.				
Jahnke, S.				
Kinnard, T.				
Kroll, K.				
Lazansky, J.				
Lukes, J.				
Mastalir, J.				
Olson, D.				
Paape, G.				
Piesler, M.				
Romdenne, T.				
Swagel, M.				
Teske, L.				
Vollenweider, J.				
Wagner, C.				
Wochos, J.				
TOTALS				

Re: Proposal for Bug Tussel Communications Site

Dear Perspective Landowner:

Bug Tussel, through its affiliate Cloud 1, LLC ("Tenant"), is pleased to present to you ("Landlord") the following preliminary business terms to lease space on your property for a communications site. Bug Tussel proposes the following terms to be included in a future definitive agreement between the parties (the "lease"). Please consider these proposed terms confidential.

- Option:** Landlord will grant to Tenant an Option to Lease to allow time for Tenant to design the communications site as well as obtain approvals from both local and federal authorities. The option period may last up to 24 months; Landlord will be paid \$100.00 for this option.
- Lease:** The lease is for a 100 foot by 100 foot area and any additional ground space as required for tower guy wire anchors. In addition, Tenant will need an access road to the site and routes for power and telephone utilities from the lease area to the public right-of-way.
- Permitted Use:** Tenant may use the lease area and the access/utility routes to construct and operate a multi-carrier communications tower and related ground equipment as needed to support the communications uses. Tenant will have unrestricted access to the site 24 hours a day, 7 days per week.
- Term:** The initial term of the lease shall be five (5) years, beginning on the date that Tenant exercises the option, with nine (9) additional, five (5) year terms, which shall automatically renew, unless Tenant provides a notice of non-renewal.
- Rent:** During the lease term, Tenant will pay rent to Landlord in the amount of \$325 per month. On the anniversary of the Commencing date, and every year thereafter, the monthly rent amount will increase by two percent (2%) annually.
- Improvements:** All construction, improvements, utilities, and equipment shall be provided, installed and maintained at Tenant's sole cost. During the term of the lease, Tenant will maintain any access roads installed by Tenant and Landlord will maintain any existing access roads that Tenant needs to use to access the site.
- Tower Removal:** At the end of the lease, Tenant will remove all ground structures and equipment.
- Taxes:** Tenant is responsible for all personal property taxes related to the site, as well as, any increase in real property taxes assessed attributed solely to the communications site.
- Insurance:** Tenant will be required to maintain Commercial General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00).
- Crop Damage:** Tenant will be responsible to cover the costs for crop damage occurring during the site testing or construction of the communications site.

- Assignment and Subleasing:** Tenant may assign the lease or sublease a portion of the site in its discretion. Landlord may assign the lease to third party purchasers provided that the purchaser agrees in writing to the terms of the lease and that such purchaser is not a competitor of Tenant.
- Exclusivity:** Landlord will not lease any additional space on the property for a similar purpose and/or to Tenant's competitors.
- Confidentiality:** Landlord will keep the terms of the lease confidential.

Thank you for your consideration of this non-binding proposal. Please do not hesitate to contact me via phone, email or text if you have any questions at all about the foregoing terms. If acceptable, we will provide a draft of a lease incorporating the terms set forth above for your review.

Sincerely,

Chris Henshue
417 Pine Street
Green Bay, WI 54301
608.575.8818
chris.henshue@bugtusselwireless.com

November 4, 2020

Dear Mr. and Mrs. Schmidt;

My name is Chris Henshue, and I'm a Business Development Representative with Bug Tussel Wireless. As you may be aware, our company was awarded a Wisconsin Public Service Broadband Expansion grant earlier this year to construct six towers in Kewaunee County. During the due diligence of writing the grant it was widely noted that Kewaunee County has significant areas that are underserved for internet service providers. Additionally, with the historic international events involving COVID19, internet access that is cost effective, reliable and able to serve great numbers of homes and businesses is more vital than ever. Without these services schools, businesses and communities are experiencing significant setbacks and hardships.

You are receiving this information here today is we are currently looking to lease land in a specific area in the Town of Franklin to construct a broadband tower to provide wireless internet to your area. You own a parcel in our area of interest of that I believe would be an excellent candidate for the leasing of land to construct this tower. Below, and enclosed herein, are some high-level details:

Area:

We would like to lease an area approximately 100' x 100' to construct the wireless tower facility.

Costs:

As a Lessor, you will not be responsible for any costs associated with the construction or maintenance of the tower facility.

Lease:

Leases are traditionally paid on a monthly basis. The first lease term is five (5) years, with seven (9) five-year renewals following the first lease term for a total of a 40-year lease contract. Every year lease payments will increase by 2%. See the attached lease pay-out schedule for additional detail.

Time is of the Essence:

Bug Tussel has a very aggressive timeline to complete this project to provide wireless internet service to your area. Therefore, once a candidate has been selected, we will work diligently with that candidate to finalize a lease and get the project into the construction schedule.

If you are interested, please contact me by phone, text or email to learn more and to set up an in-person appointment to discuss further. I eagerly look forward to hearing from you.

Sincerely,

Chris Henshue
Business Development Representative
Bug Tussel Wireless
417 Pine Street
Green Bay, WI 54301
608.575.8818
chris.henshue@bugtusselwireless.com

Financial Opportunity Memorandum

(For illustration purposes only and does not constitute a formal offer or contract.)

November 4, 2020

To: Property Owner

Subject: Bug Tussel Wireless is interested in leasing a small part of your real-estate for the construction of a wireless communication antenna facility to include wireless internet.

The basic terms of the lease are as follows:

1. The initial term is for 5 years with 5-year options
2. The size of the parcel needed is (+ or -) 100' x 100' plus access
3. Bug Tussel Wireless will pay for all improvements and utilities
4. Starting monthly lease rate: **\$325**
5. Monthly lease rate will increase annually by 2%

Rent will be as follows:

- Years 1 – 5 **\$20,295.76** 5-year total
- Years 6 – 10 **\$22,408.16** 5-year total
- Years 11 – 15 **\$24,740.41** 5-year total
- Years 16 – 20 **\$27,315.42** 5-year total
- Years 21 – 25 **\$30,158.43** 5-year total
- Years 26 – 30 **\$33,297.34** 5-year total
- Years 31 – 35 **\$36,762.95** 5-year total
- Years 36 – 40 **\$40,589.27** 5-year total

Total payout over the term of the lease will be: **\$235,567.73**

We are evaluating several properties in your area so please contact me promptly to consider your property.

Please call, text or email me with any questions or to express interest.

Chris Henshue
417 Pine Street
Green Bay, WI 54301
608.575.8818
chris.henshue@bugtusselwireless.com

To assist me to better respond to your inquiry, please reference site name:

BOLT

Thank you and I hope to have the opportunity to work with you.

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(608) 643-4100 www.ramaker.com



417 PINE STREET
GREEN BAY, WI 54305
PH.: (920) 940-0147

Codebook Size

MARKS	DATE	DESCRIPTION
ISSUE	10/08/2020	LEASE EXHIBIT
PROJECT		

BOLT

PROJECT INFORMATION:
COUNTY ROAD AB
DENMARK, WI 54208
NEWAUNE COUNTY
PROJECT NUMBER: 49661

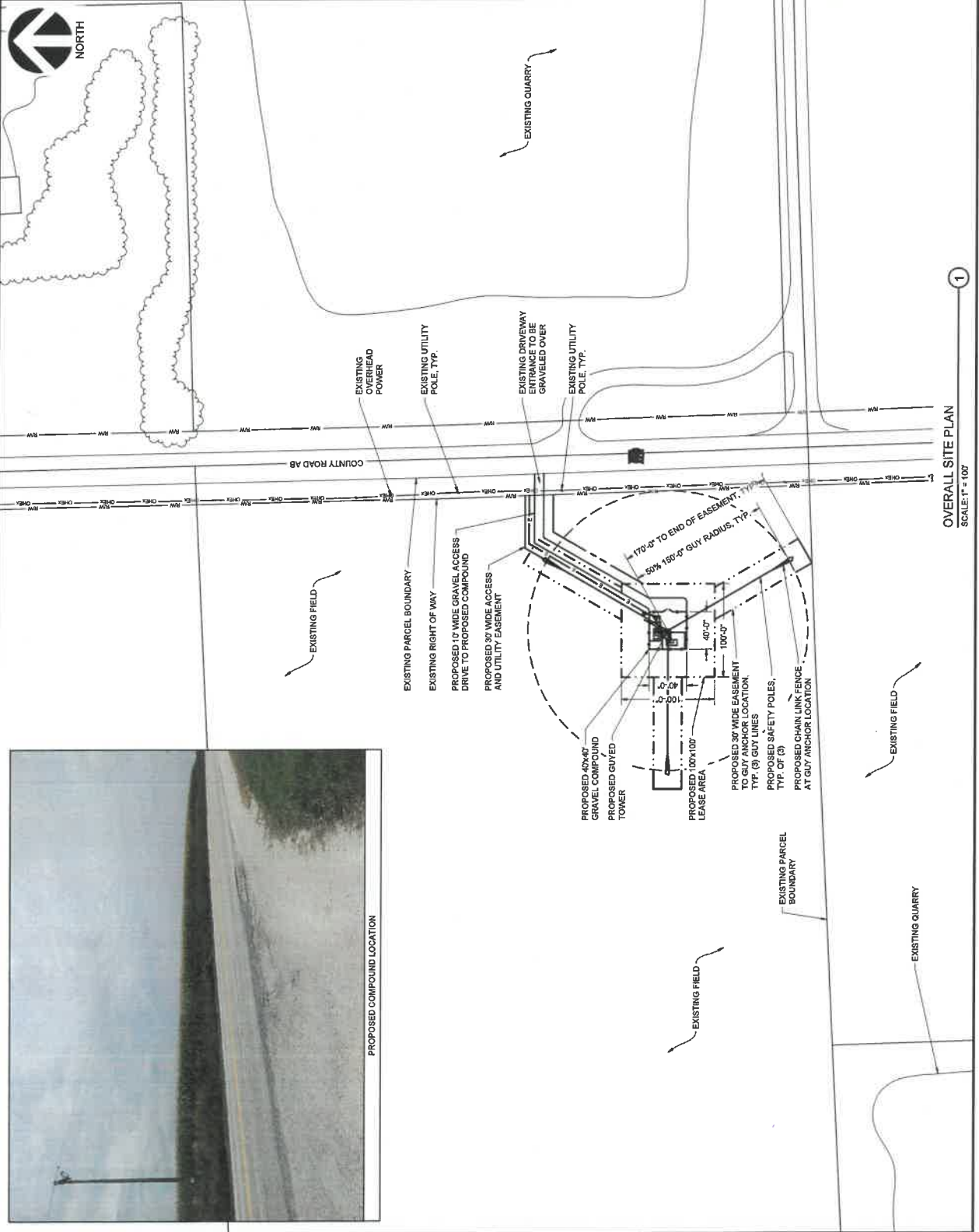
OVERALL SITE PLAN

0 50' 100' 200'

1" = 10'
2" = 30'
1" = 50'

49661
NUMBER

C-2





RAMAKER
 emp@ramaker.com
 (608) 643-4100 www.ramaker.com



417 PINE STREET
 GREEN BAY, WI 54305
 PH: (920) 840-0147

DATE: 10/06/2020
 ISSUED
 PROJECT TITLE: BOLT

PROJECT INFORMATION:
 COUNTY ROAD AB
 DENMARK, WI 54208
 KENOSHA COUNTY
 PLATTVILLE, WI 53151

SHEET TITLE: BOLT

SCALE: 1" = 40'

45661
 C-4

