

## NOTICE OF MEETING

### SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE

**May 6, 2024**

**9:00 A.M.**

Sheboygan County Transportation Department  
W5741 County Road J  
Plymouth, WI 53073  
Conference Room

#### **\*AGENDA\***

Call to Order  
Certification of Compliance with Open Meeting Law  
Citizen Input and Comments  
Review and Approve Vouchers  
Approval of Members to Attend Meetings or Functions  
Correspondence

#### **Airport/Highway**

- Discussion with Wisconsin Department of Transportation Northeast Region Leadership about Construction & Maintenance of State Highways in Sheboygan County
- Consideration of Consideration of Town of Rhine ATV Permit Application
- Airport Activities and Updates (This is a summary of key activities. No action will be taken by the Transportation Committee resulting from this conversation, unless it is a specific item on the agenda.)
- Consideration of Hold Harmless and Indemnification Agreement – Discovery Energy, LLC
- Consideration of Table of Organization Change - Airport
- Consideration of Salvation Ride 2024 – July 13, 2024
- Consideration of 2024 Scenic Shore Tour – July 27-28
- Consideration of Elkhart Lake Triathlon – June 16, 2024
- Consideration of 2024 Summer Road School - June 3-5, 2024
- Consideration of Equity Adjustments
- Highway Activities and Updates (This is a summary of key activities. No action will be taken by the Transportation Committee resulting from this conversation, unless it is a specific item on the agenda.)

Next Scheduled Meeting: Monday, June 3, 2024

Prepared by:  
Amy Wieland 920-459-3822  
Recording Secretary

Thomas Wegner  
Committee Chairperson

NOTE: Persons with disabilities needing assistance to attend or participate are asked to notify the Transportation Department Office at 920-459-3822 prior to the meeting so that accommodations may be arranged.

A majority of the members of the County Board of Supervisors or of any of its committees may be present at this meeting to listen, observe, and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting law as interpreted in State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

**RIGHT-OF- WAY POLICY & ATV PERMIT**

**Policy 99.01**

**Effective:**

96.90 Appendices  
96.92 County Permit

**Supersedes:**

99.01 ATV Permit

By: County Transportation Director

Page 1 of 1

**SHEBOYGAN COUNTY HIGHWAY DEPARTMENT**

*Application /Permit to construct and maintain ATV signs within highway Right-Of-Way and open highway links*

Applicant: Town of Rhine  
Municipality: \_\_\_\_\_  
Address: W5250 Cty Rd FF, Elkhart Lake, WI 53020  
Email (print) clerk@tn.rhine.wi.gov  
Office phone: 920-876-3413  
Cell phone: \_\_\_\_\_

Permit No.:	_____		
Highway:	_____		
Town/Village/City of:	_____		
	1/4 of 1/4 Sec.		
T	N	R	E
Annual Service Connection Permit			
Annual Maintenance Permit			

Type of Sign Installation:  D11-10A "Edge of Town" method  Fully mark open roads method  Road link request

Regardless of method used, all County Road route links must be fully marked to signify beginning and end points

Plans Prepared by: Town of Rhine

Name and phone number of ATV/UTV organization responsible for construction and sign maintenance:

Town of Rhine

Check list of required documents enclosed:

- Local municipality's approved Ordinance or Resolution
- Map showing sign types and all locations of sign installations

- Construction
- Parallel to Roadway
- Tree cutting

Estimated Start Date: \_\_\_\_\_ Estimated Restoration Date: \_\_\_\_\_

Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions of Sheboygan County Code Section 26.07 in effect at the time of this application and with any special provisions listed below or attached hereto and any and all plans, details, or notes attached hereto and made a part hereof.

Applicant agrees to and will abide by the conditions contained within Wis. Admin. Code ch. NR 64 and Wis. Stat. § 23.33. This Agreement is made by the undersigned official under proper authority to act on behalf of Applicant represented above. Applicant agrees to pay for installation costs and costs to replace the signs when they have reached the end of their useful life or repairs if they become damaged when the cost is not recovered from the person(s) causing the damage.

By:   
(Signature of Authorized Representative of Applicant)

Title: Town of Rhine Chairman

Date: 1/11/2024

**PERMIT APPROVAL BY PERMITTING AUTHORITY**

The foregoing application is hereby approved and a permit issued by the Permitting Authority subject to full compliance by Applicant with all provisions and conditions stated in Sheboygan County Code Section 26.07 and the Indemnification as included in the Sheboygan County ATV Permit Policy in effect on the date of this application.

By: \_\_\_\_\_  
(Signature of Authorized Representative of County)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Fee, if required: \_\_\_\_\_

Check #: \_\_\_\_\_ Initial: \_\_\_\_\_

Shed: SS NS Cascade Plymouth



**FEE SCHEDULE**

Application/Inspection Fee    \$50.00  
Open Cuts    \$400.00 each  
Annual Service Connection Permit    \$300.00 each  
After-the-Fact Fee    \$100

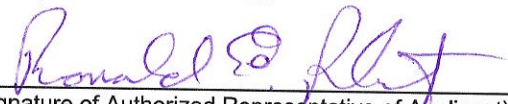
**INDEMNIFICATION**

The following shall be a condition of all ATV/UTV permits:

Applicant shall save and hold County, its officers, employees, agents, and all private and governmental contractors and subcontractors with the county Wis. Stat. ch. 84, harmless from and against all liability, damage, loss, expense, claims, demands, and actions of any nature whatsoever (including any by Applicant itself) which arise out of or are connected with, or are claimed to arise out of, or be connected with any of the work done by Applicant or the construction or maintenance of facilities by Applicant pursuant to this permit or any other permit issued by County for location of property, lines, or facilities on highway right-of-way, (1) while Applicant is performing its work or (2) while any of Applicant's property, equipment, or personnel are in or about such place or the vicinity thereof or (3) while any property constructed, placed, or operated by or on behalf of Applicant remains on County's property or right-of-way pursuant to this permit or any other permit issued by County for location of property, lines, or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to County, its officers, employees, agents, contractors, subcontractors, or frequenters; to Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or other liability of Applicant or any other persons and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by Applicant its employees, agents, contractors, subcontractors, or frequenters. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands, and actions indemnified against shall include all liability, damage, loss, expense, claims, demands, and actions for damage to any property, lines, or facilities placed by or on behalf of Applicant pursuant to this permit or any other permit issued by County for location of property, lines, or facilities on highway right-of-way in the past or present or that are located on any highway or county property or right-of-way with or without a permit issued by County for any loss of data, information, or material; for trademark, copyright, or patent infringement; for unfair competition or infringement of any other so-called "intangible" property right; for defamation, false arrest, malicious prosecution, or any other infringement of personal or property rights of any kind whatever. Applicant shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss; claims, demands, and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed, or operated by or on behalf of Applicant that remains on County's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit unless County is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed, or operated by or on behalf of Applicant that remains on County's property or right-of-way pursuant to this permit shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Applicant, by execution of this application, does not waive any governmental or sovereign immunity. Both Applicant and County retain all applicable governmental immunities, defenses, and statutory limitations available including Wis. Stat. §§ 893.80, 895.52 and 345.05.

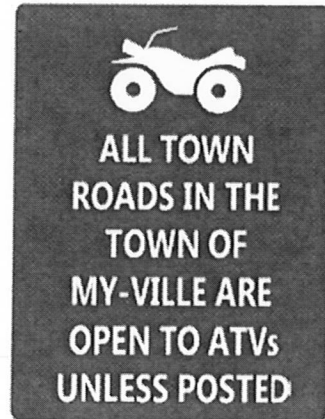
By:   
(Signature of Authorized Representative of Applicant)

Title: Town of Rhine Chairman  
Date: 1/11/2024

Sign: All Town and County Roads in the Town of Rhine are open to ATVs/UTVs unless posted. Marked with a green dot on the map.

East

Willow Road and Gerber Lake Road  
Willow Road and Garton Road  
Willow Road and County Road A  
Willow Road and County Road FF  
Willow Road and County Road MM  
Willow Road and County Road EH  
Willow Road and Highway 32  
Willow Road and Acorn Road



North

Highway 32 and County Road MC  
Rhine Road and Lax Chapel Road  
County Line Road and Little Elkhart Lake Road  
County Line Road and Snake Road  
County Line Road and Highway 67

West

Highview Road and Clark Road  
Highview Road and Grogan Road  
Highview Road and Sexton Road  
Highview Road and County Road MM  
County Road J  
County Road P  
County Road C and County Road P

South

County Road CJ and County Road C  
Hickory Tree Road and County Road J  
Highview Road  
Highway 67 and Racetrack Road  
Highway 67 and Schwaller Drive  
Lando Street and Summit Woods Lane  
County Road E and Anokijig Lane

Sign: **Speed Limit – 10 mph** (Around the lakes.) Marked with a yellow dot on the map.

Crystal Lake:

Summit Road and County Road J – North  
Summit Road and County Road J - South  
Hickory Tree Road and County Road J  
County Road C and County Road CJ

Little Elkhart Lake:

Weber Road and Schwaller Drive  
Schwaller Drive and Highway 67  
Lando Street and Summit Woods Lane

Big Elkhart Lake:

East Shoreland at Split



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Sign: **Symbol of No ATVs/UTVs**. Marked with a red dot on the map.

Road that go into the Village of Elkhart Lake

Badger Road  
Golf Course Road  
County Road J – North  
County Road JP  
County Road A and J – South  
Highview Road and County Road MM – North



County Road A Intersections

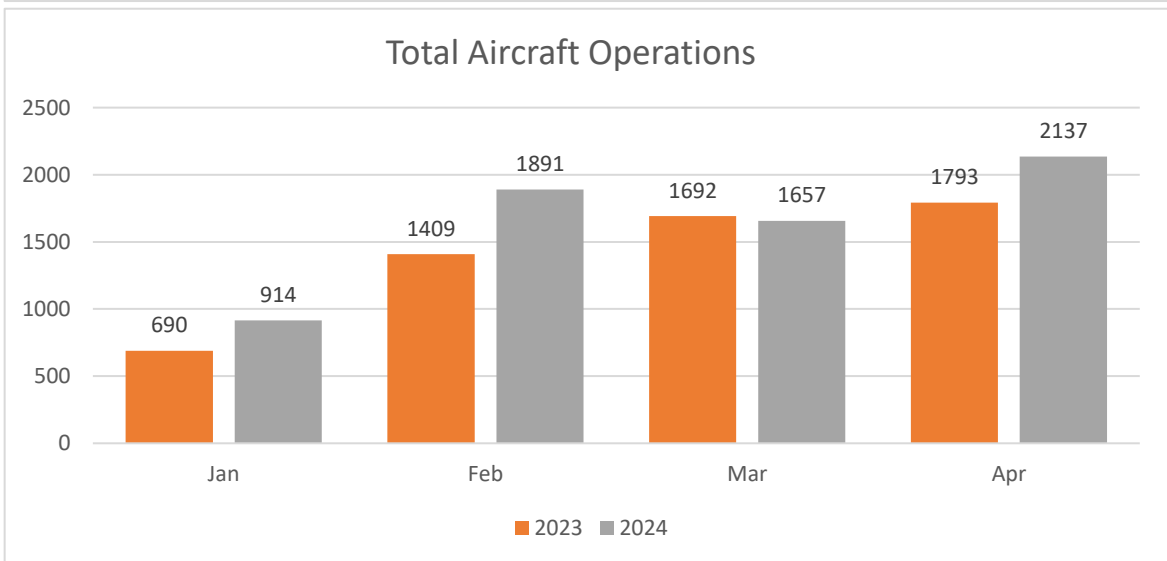
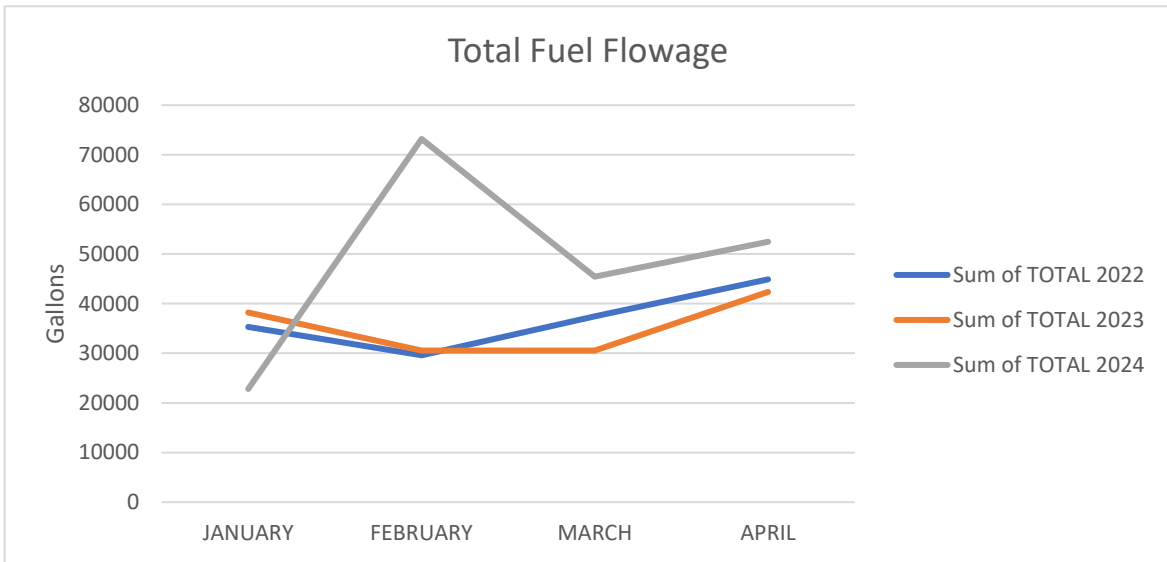
County Road A – East at Snake Road  
Willow Road and County Road A  
County Road E and County Road A  
Rhine Road and County Road A  
Little Elkhart Lake Road and County Road A - North  
Little Elkhart Lake Road and County Road A - South





**Sheboygan County Memorial Airport  
Fuel Flowage Report  
April 2024**

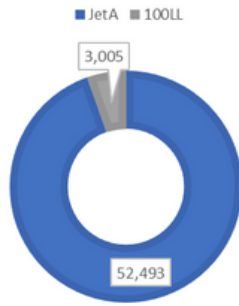
	April			Year-to-Date		
	2024	2023	% Change	2024	2023	% Change
<b>Jet-A</b>	52,469	38,368	37%	185,420	137,716	35%
<b>100LL</b>	0	4,002	-100%	8,464	4,002	111%
<b>Total Fuel</b>	52,469	42,370	24%	193,884	141,718	37%
<b>Revenue (\$.13/gal)</b>	\$6,820.97	\$5,931.80	15%	\$25,433.03	\$19,840.52	28%



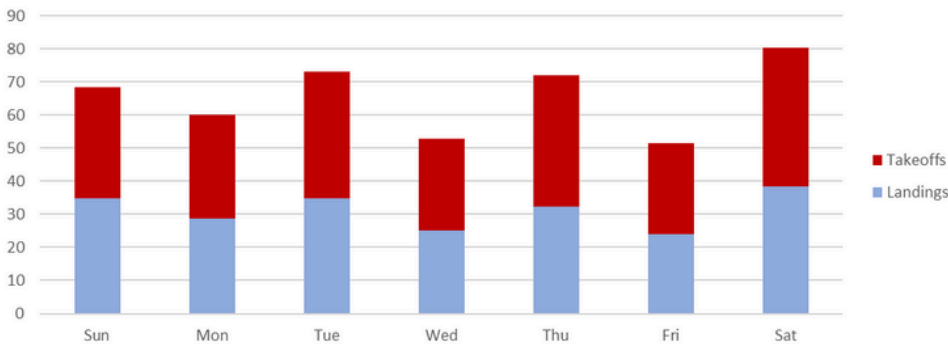


# LAKE BREEZE AVIATION

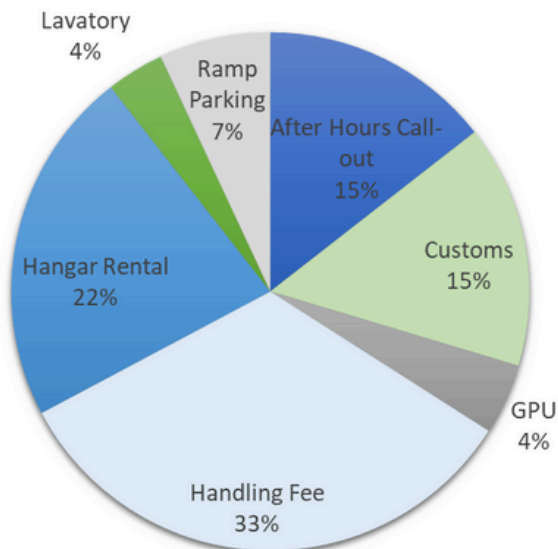
GALLONS SOLD BY FUEL TYPE



Aircraft Operations by Day of Week



Non-fuel Revenue by Type



# April Activity Report

☎ 920-459-6413

✉ AIRPORT@SHEBOYGANCOUNTY.COM

🌐 LAKEBREEZEAVIATION.COM

🏠 N6193 RESOURCE DRIVE  
SHEBOYGAN FALLS, WI 53085





## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement (Agreement) is entered into on this \_\_\_ day of \_\_\_\_\_, 2024, by and between **SHEBOYGAN COUNTY**, a Wisconsin municipal corporation, by its Transportation Department with offices at W5741 County Road J, Plymouth, WI 53073 (hereinafter referred to as **COUNTY**), and **DISCOVERY ENERGY, LLC.**, a Delaware limited liability company, maintaining its principal office at 200 Twin Oaks Drive, Kohler, Wisconsin 53044, (hereinafter referred to as **DISCOVERY ENERGY**).

### RECITALS

**WHEREAS, COUNTY** operates a municipal airport located at N6180 Resource Drive, Sheboygan Falls, WI 53085 (Airport); and

**WHEREAS, DISCOVERY ENERGY** seeks to test new lawn mowers on the fields at the Airport; and

**WHEREAS, DISCOVERY ENERGY'S** testing at the Airport provides a benefit to the public in that grass cutting is performed at no cost to the **COUNTY** or its residents.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the terms contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **COUNTY** and **DISCOVERY ENERGY** agree as follows:

1. **Recitals Incorporated.** The Recitals set forth above are incorporated herein and are made an enforceable part of this Agreement.

2. **Area of Testing.** **DISCOVERY ENERGY** may mow the lawn and field areas of the Airport as approved by the Airport Superintendent. **DISCOVERY ENERGY** may use Gate 1 to enter the Airport property and may store equipment inside of the gate in an area designated by the Airport Superintendent. **DISCOVERY ENERGY** agrees that the gates will be closed or monitored by **DISCOVERY ENERGY** at all times, except when **DISCOVERY ENERGY** is passing through, to prevent unauthorized access to the Airport.

3. **Hold Harmless; Indemnification.** **DISCOVERY ENERGY** does hereby agree to indemnify, defend, and hold harmless **COUNTY**, its elected or appointed officers, employees, agents, inspectors, and attorneys from and against any and all liability, claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind, including reasonable attorneys' fees and litigation costs, which may be brought or made against **COUNTY**, its elected or appointed officers, employees, agents, inspectors, and attorneys, from judgments, costs, expenses, including attorneys' fees and litigation costs, which may arise in any manner or in connection with **DISCOVERY ENERGY** testing at **COUNTY'S** Airport.

4. **Insurance Required.** **DISCOVERY ENERGY** shall maintain, during the duration of **DISCOVERY ENERGY** testing's activities, for the protection of **COUNTY** and **DISCOVERY ENERGY**, at least the following minimum insurance coverages which may be met through any combination of primary coverage or umbrella coverage:

- commercial general liability; \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate;
- commercial automobile liability; \$1,000,000.00 per accident;
- worker's compensation as required by Wisconsin law.

The required insurance policies shall include, to the extent available, provisions preventing their cancellation, except as allowed under the applicable policy, without ten (10) days prior written notice to **COUNTY. DISCOVERY ENERGY** shall provide such evidence of insurance to **COUNTY** upon **COUNTY**'s request. **COUNTY** shall be named as an additional insured under **DISCOVERY ENERGY**'s insurance policy.

## 6. Miscellaneous.

**A. Successors and/or Assigns.** This Agreement and each and all of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and/or assigns, and no third party other than such successor and/or assign shall be entitled to enforce any term, covenant, or condition of this Agreement or have any rights hereunder.

**B. Entire Agreement.** This Agreement represents the entire agreement of the parties. This Agreement may not be modified, amended, or supplemented, except by mutual written agreement of the parties.

**C. Waiver.** No delay or omission by either of the parties hereto, or their successors, and/or assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto, or their successors and/or assigns of any of the covenants, conditions, or agreements hereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

**D. Severability.** If any provisions or portions thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**E. Headings.** The headings appearing in this Agreement are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

**F. Counterparts; Facsimile and E-mail Signatures.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile signatures and scanned signatures sent by electronic mail (e-mail) on this Agreement or any related documents shall have the same effect as original signatures. This Agreement and any documents related hereto shall be deemed fully executed upon

signing by all Parties in any combination of original, facsimile (fax), and scanned signatures.

**G. Term.** This Agreement is valid from \_\_\_\_\_, 2024 through \_\_\_\_\_, 2027.

**IN WITNESS WHEREOF**, the undersigned have signed this Agreement on the dates indicated below.

**SHEBOYGAN COUNTY**  
By its Transportation Department

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
**Bryan Olson, Director**

**DISCOVERY ENERGY, LLC**

Dated: \_\_\_\_\_, 2024

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

Drafted by:

Attorney Crystal H. Fieber  
Office of the Corporation Counsel  
SHEBOYGAN COUNTY  
2124 Kohler Memorial Drive – Suite 310  
Sheboygan, WI 53081  
Telephone: 920-459-3093

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