

NOTICE OF MEETING

TRANSPORTATION COMMITTEE

January 17, 2022 – 9:00 A.M.

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

Conference Room

To Join the Meeting Remotely
Dial: 1 601-680-7250 PIN: 907 863 238#

AGENDA

Call to Order
Certification of Compliance with Open Meeting Law
Citizen Input and Comments
Approval of Minutes: Transportation Committee Meeting – December 6, 2021
Review and Approve Vouchers
Approval of Members to Attend Meetings or Functions
Correspondence

Airport/Highway

- Fuel Flowage Update
- Airport Activities and Updates
- Consideration of Individual Aircraft Hanger Lease - #G235 N6045 Resource Drive – South Pier Air, LLC
- Consideration of Resolution No. ____ (2021-22) Wisconsin Public Service Easement for New Gas Service to N6161 Resource Drive
- Discussion of Opportunities to Reduce the Reliance of the Tax Levy at the Airport
- Consideration of Changing the Transportation Department's Table of Organization
- Consideration of Temporary Pay Adjustments
- Consideration of License Agreement (Road America)
- Discussion of Potential Land Sale to Road America
- Consideration of the Use of Transportation Funds for the Asphalt Plant
- Consideration of a Budget Adjustment for Airport and Highway Departments
- Highway Activities and Updates

Adjourn
Next Scheduled Meeting: February 7, 2022

Prepared by:
Amy Wieland 459-3822
Recording Secretary

Roger Te Stroete
Committee Chairperson

NOTE: The Committee welcomes all visitors to listen and observe, but only Committee members and those invited to speak will be permitted to speak. 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.

Wis. Stat. § 19.84 requires that each meeting of a governmental body be preceded by a public notice setting forth the time, date, place, and subject matter of the meeting. This Notice and Agenda is made in fulfillment of this obligation. Electronic versions of this Notice and Agenda may hyperlink to documents being circulated to members in anticipation of the meeting and are accessible to the public for viewing. Additions, subtractions, or modifications of the hyperlinked materials do not constitute an amendment to the meeting agenda unless expressly set forth in an Amended Notice and Agenda. Members of the public are encouraged to check from time to time before the meeting to see whether the hyperlinked content has been changed from what was originally posted.

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.

SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE MINUTES

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

December 6, 2021

Called to Order: 9:00 A.M.

Adjourned: 10:25 A.M.

MEMBERS PRESENT: Roger Te Stroete, Al Bosman, Jackie Veldman, Thomas Wegner and Robert Ziegelbauer

OTHERS PRESENT: Greg Schnell, Matt Grenoble, Bryan Olson and Amy Wieland

The Sheboygan County Transportation Committee convened at 9:00 a.m. Chairman Te Stroete presiding. Chairman Te Stroete noted that the meeting was posted on December 3, 2021 at 2:45 p.m. in the lobby of the Administration Building in compliance with the open meeting law.

Supervisor Bosman made a motion and Supervisor Wegner seconded the motion to approve the minutes from November 1, 2021 as presented. Motion carried.

Supervisor Wegner made a motion and Supervisor Bosman seconded the motion to approve the vouchers. Motion carried.

Supervisor Wegner made a motion and Supervisor Ziegelbauer seconded the motion to approve future attendance for board members for the monthly "Terminal Talk" open sessions held at the Sheboygan County Memorial Airport after approval from Corporation Council. Motion carried.

Fuel Flowage: In the absence of a representative from Burrows Aviation, Airport Superintendent Grenoble stated that the total fuel sales are up 59% of that of 2020.

Grenoble discussed future airport projects. Several taxiways will be changed to full-length parallel taxiways and another will be straightened. Design will begin in 2022 with construction in 2023. Grenoble also said that a drainage study will be completed next year. The customs skylight is expected to be replaced by May 2022. The airport is looking into either purchasing a hangar or building a hangar to rent out to help reduce our reliance on the property tax levy.

Supervisor Veldman made a motion and Supervisor Ziegelbauer seconded the motion to approve the Face Mask Requirement in the Airport Terminal as required by the President's Executive Order. Motion carried.

Supervisor Ziegelbauer made a motion and Supervisor Veldman seconded the motion to approve the Use of Federal Airport Coronavirus Response Grant Program to Cover Unbudgeted Expenses. Motion carried.

Supervisor Bosman motioned and Supervisor Ziegelbauer seconded the motion to approve Wisconsin Public Service Easement for New Gas Service to N6161 Resource Drive. Motion carried.

Supervisor Wegner motioned and Supervisor Ziegelbauer seconded the motion to approve Sheboygan County Resolution No. ____ (2021-2022) Establishing Speed Zone on County Road "V" in the Town of Lyndon Motion carried 4-1 with Supervisor Veldman voting "nay."

Supervisor Ziegelbauer motioned and Supervisor Wegner seconded the motion to approve the Speed Reduction on County Road "RR" in the Town of Holland. Motion carried.

Supervisor Bosman motioned and Supervisor Ziegelbauer seconded the motion to approve the Carryover of Unexpended 2021 Appropriations to 2022 for the Highway Department. Motion carried.

Supervisor Ziegelbauer motioned and Supervisor Wegner seconded the motion to approve the Carryover of Unexpended 2021 Appropriations to 2022 for the Airport Department. Motion carried.

Supervisor Ziegelbauer motioned and Supervisor Wegner seconded the motion to approve the Vacant Position Requests for Highway and Airport for 2022. Motion carried.

Transportation Director Greg Schnell stated the Highway Department is working on ways of keeping costs down as they plan for the new asphalt plant. Schnell also discussed retirements and employees out on leave and that we will be working with Human Resources to have a few trained LTEs stay. There will be an increased difficulty to hire with the demand for CDL drivers nationwide.

The next Transportation Committee meeting will be at the Highway Department on Monday, January 17, 2022 at 9:00 am at the Sheboygan County Highway Department.

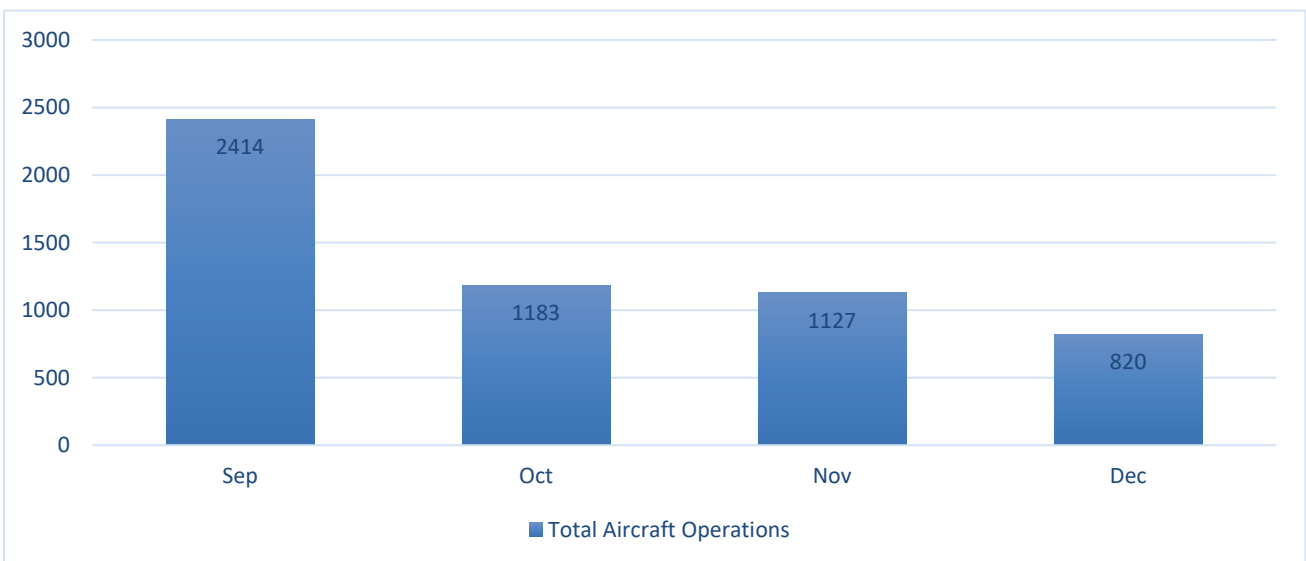
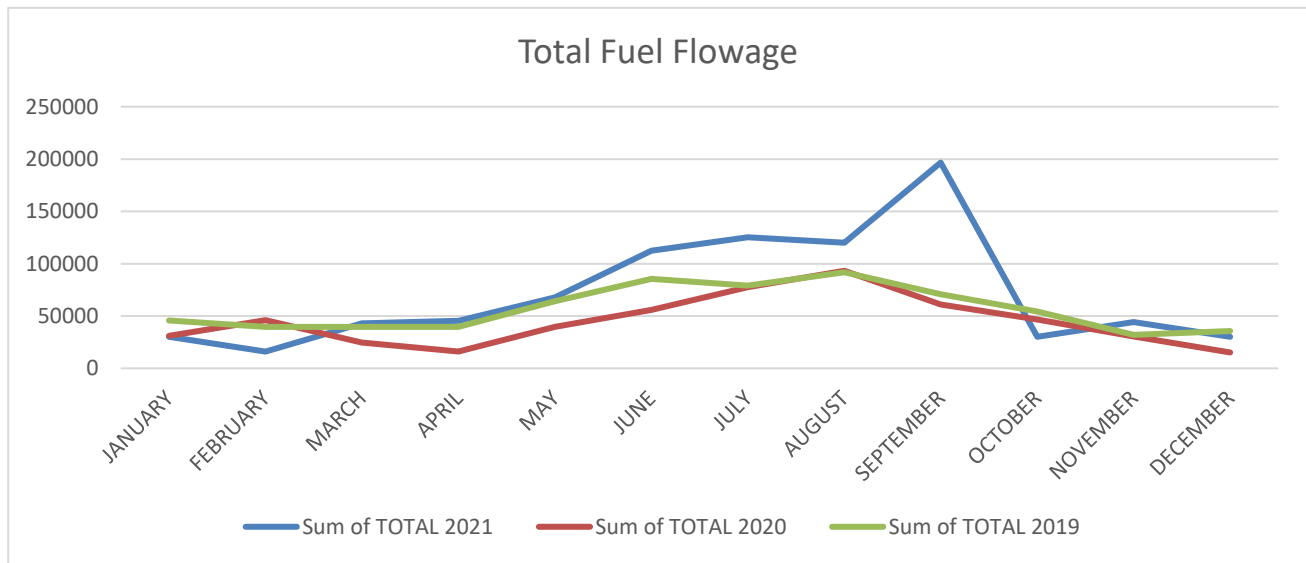
Motion by Supervisor Ziegelbauer and seconded by Supervisor Bosman to adjourn at 10:25 a.m. Motion carried.

Amy Wieland
Recording Secretary

Al Bosman
Committee Secretary

**Sheboygan County Memorial Airport
Fuel Flowage Report
December 2021**

	December			Year-to-Date		
	2021	2020	% Change	2021	2020	% Change
Jet-A	30,167	15,201	98%	828,229	520,640	59%
100LL	0	0	0%	32,805	16,900	94%
Total Fuel	30,167	15,201	98%	861,034	537,540	60%
Revenue (\$.14/gal)	\$4,223.38	\$2,128.14	98%	\$120,544.76	\$75,255.60	60%



INDIVIDUAL AIRCRAFT HANGAR LEASE

THIS AGREEMENT, entered into this ____ day of _____, 2022, by and between the **COUNTY OF SHEBOYGAN**, State of Wisconsin, hereinafter called "**LESSOR**" and **SOUTH PIER AIR, LLC**, hereinafter called "**LESSEE**."

WITNESSETH:

WHEREAS, LESSOR owns and operates in the Town of Sheboygan Falls, Wisconsin, an airport which includes all aeronautical navigation facilities, said airport being known as the "Sheboygan County Memorial Airport" (Airport), and **LESSOR** desires to lease to **LESSEE** certain premises, hereinafter more fully described and located at said Airport, together with the right to use and enjoy individually and in common with others the facilities referred to, and

WHEREAS, LESSEE will base his aircraft on said Airport and will construct or maintain an individual aircraft hangar for non-commercial purposes as defined per County Ordinance Chapter 64 and desires to lease said property and rights from the **LESSOR** on and at said Airport, and

WHEREAS, LESSEE will use said property for the primary purpose of storing aircraft;

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, **LESSEE** does hereby lease from **LESSOR**, and **LESSOR** does hereby lease unto **LESSEE** the following-described tract of land at said Airport:

Lot Number G235, Individual Hangar Area, Map "A", Chapter 61, Sheboygan County Code of Ordinances. (N6045 Resource Drive, Sheboygan Falls, Wisconsin) NOTE: Lot Size 80' x 100'.

In the event the area leased hereunder is required for other Airport improvements, **LESSEE** may be required to move his building at **LESSOR's** expense upon one hundred twenty (120) days' written notice from **LESSOR**, and **LESSOR** agrees that it will provide another airport area for use by **LESSEE**, and such area will make available the same facilities and rights granted hereunder.

1. TERM. The term of this Lease shall be for a period of ten (10) years commencing on the date above first written. Thereafter, it will be automatically renewed for three- (3-) year periods unless a notice to terminate the lease is issued six (6) months prior to the anniversary date. If **LESSEE** is in compliance with the terms of this Lease, has a potential transferee of **LESSEE's** interest in the hangar and other buildings, and the potential transferee is able to be a Successor **LESSEE**, with the consent of **LESSOR**, this Lease may be terminated early, but **LESSEE** shall pay an early termination fee of One Hundred Dollars (\$100.00) to cover the expense of early termination.

2. **RENT.** **LESSEE** agrees to pay (\$.133) per square foot of lot area as a rental charge for 2022, the first payment due upon signing and subsequent annual payments payable on January 1 of each year thereafter for the leased premises which contains a total of eight thousand (8,000) square feet. It is understood and agreed that thereafter the rental charge shall be subject to re-examination and readjustment by **LESSOR** in November or December of the preceding year for the following year, provided that any readjustment of said rent shall be fair and reasonable.

3. **USE OF PREMISES.** **LESSEE** agrees to erect or maintain on the leased premises a hangar more particularly described as follows:

60' wide × 80' deep individual aircraft hangar with roof peak height not to exceed 26'-0". Building color shall be compatible with existing hangars on Lots 7 through 13 as approved by the Airport Superintendent.

A. **Title.** Subject to Paragraph 17, **LESSEE** shall retain title to all buildings constructed or maintained on said premises and such title shall be transferable. Title transfer may only be done with the consent of **LESSOR** as long as the buildings are on the leased premises, and the title transferee becomes a Successor **LESSEE**.

B. **Building Maintenance.** **LESSEE** will maintain the hangar occupied by **LESSEE** and the surrounding land premises in good order and make such repairs as are necessary. The building appearance at all times must be such as to enhance the beauty of the Airport, and **LESSOR**, through its Airport Superintendent, shall have authority to request the making of any improvement with regard to the maintenance and appearance of the building and surrounding rented premises. **LESSEE** shall have sixty (60) days within which to make the requested improvements and, if not completed within that period of time, **LESSOR** shall be authorized to do certain work and charge the same to **LESSEE** and said charge shall be payable within thirty (30) days of its billing date and shall be, upon billing, a condition of this Lease.

C. **Fire Loss of Buildings.** In the event of fire or any other casualty, **LESSEE** shall either repair or replace the building. Such action must be accomplished within one hundred twenty (120) days of the date the damage occurred.

D. **Signs.** **LESSEE** agrees that no signs or advertising matter may be erected without the consent of **LESSOR**.

E. **Commercial Activity Prohibited.** In the event **LESSEE** requests leave to conduct a business from the leased individual hangar area, the Airport Superintendent, in conjunction with the Airport Advisory Committee shall review the request. If both feel the business can be

conducted in a manner acceptable to the proper operation of Airport business, a favorable recommendation will be presented to the Transportation Committee for its consideration for potential approval and action, subject to applicable zoning and land use regulations.

F. Aircraft Maintenance. Unless as approved in the preceding paragraph, **LESSEE** will use said property for the primary purpose of storing aircraft. The aircraft to be stored shall be owned by **LESSEE** or by a third party, with **LESSEE**'s consent, provided the third party is not using or leasing the entire hangar or the leased premises. Aircraft maintenance may be performed by the owner or a Federal Aviation Administration (FAA) certified mechanic supervising the owner, or as approved by **LESSOR**.

4. ANCILLARY USES. **LESSEE** shall have the right to the non-exclusive use, in common with others, of the Airport parking areas, appurtenances, and improvements, the right to install, operate, maintain, and store, subject to the approval of **LESSOR** in the interests of safety and convenience of all concerned, all equipment necessary for the safe hanging of **LESSEE**'s plane; the right of ingress to and egress from the demised premises, which right shall extend to **LESSEE**'s employees, guests, and patrons, the right in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying, and landing of aircraft of **LESSEE**.

5. COMPLIANCE WITH AIRPORT REGULATIONS. **LESSEE** agrees to observe and obey during the term of this Lease all laws, ordinances, rules, and regulations promulgated and enforced by **LESSOR** and by other proper authority having jurisdiction over the conduct of operations at the Airport. The provisions of Chapters 61, 62, 63, 64, and 65 of the Sheboygan County Code of Ordinances, and any subsequent amendments thereto are expressly made a part of the terms of this Lease as though fully set forth.

6. ASSIGNMENT. **LESSEE** shall have no right to assign this Lease or to sublease, mortgage, or otherwise encumber the leased premises without the advance written consent of **LESSOR**.

7. ALTERATION. **LESSEE** covenants and agrees not to make any alterations, additions, or improvements to the leased premises, including the hangar, without the prior written approval of **LESSOR**. All fixtures installed or additions and improvements made to the leased premises, including the hangar, shall remain **LESSEE**'s property at the termination of the Lease, subject to Paragraph 17.

8. INSPECTION. **LESSOR** reserves the right to enter upon the premises at any reasonable time and with written notice five (5) days in advance to **LESSEE** for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease except that in the event of an emergency or in order to take action which

LESSOR believes to be necessary to protect the aerial approach to the Airport against obstruction, including removal of any structure which, in the opinion of **LESSOR** would limit the usefulness of the Airport or constitute a hazard to aircraft, **LESSOR** reserves the right to enter upon the premises without prior notice.

9. INDEMNITY/FORCE MAJEURE.

A. Definitions. In Subparagraph **B** of this Paragraph **9**, the following terms shall have the meanings indicated:

(i) "Protected Parties" shall mean **LESSOR** and its officers, agents, representatives, and employees.

(ii) "Adverse Claims" shall mean any and all claims, suits, actions, demands, fines, damages, liabilities, and expense, including costs, attorneys' fees, and expenses of litigation in connection with loss of life, personal injury, damage to property or business, or relating to any breach, violation, or nonperformance by **LESSEE** of any covenant or condition of this Lease.

(iii) "Related Parties" shall mean **LESSEE's** officers, agents, invitees, representatives, or employees.

B. Indemnification. **LESSEE** agrees that it will indemnify and hold harmless the Protected Parties against Adverse Claims arising from or out of any occurrence:

(i) in, upon, or on the leased premises;

(ii) in connection with **LESSEE's** use of the Airport;

(iii) occasioned wholly or partly by an act or omission of **LESSEE** or Related Parties; or

(iv) arising out of any breach, violation, or non-performance by **LESSEE** or Related Parties of any covenant or condition of the Lease.

The foregoing indemnification shall not extend to any Adverse Claims to the extent occasioned by the acts or omissions of the Protected Parties.

C. Force Majeure. **LESSOR** shall not be liable for its failure to perform this Lease or for any loss, injury, damage, or delay of any type or nature whatsoever caused by, resulting from, arising out of, or incident to any Act of God, inclement weather, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond **LESSOR's** control.

10. TAXES. **LESSEE** shall pay all taxes or assessments that may be levied against the personal property of **LESSEE** or the buildings which may be erected or maintained on lands leased exclusively to him.

11. DEFAULT. **LESSEE** shall be deemed in default upon:

- A. Failure to pay rent within thirty (30) days after due date.
- B. The commencement of a proceeding for dissolution or for the appointment of a receiver.
- C. The making of an assignment for the benefit of creditors.
- D. Violation of any restrictions in this Lease, including any of the regulations outlined under Paragraph **5** of this Lease, or failure to keep any of its terms and requirements after written notice to cease such violation and failure to correct such violation within thirty (30) days.

Default by **LESSEE** shall authorize **LESSOR**, at its option and without legal proceedings, to declare this Lease void, cancel the same, and re-enter and take possession of the premises. **LESSOR** has the right to pursue any other remedy available in law or equity for **LESSEE**'s breach.

12. NON-DISCRIMINATION. The Sheboygan County Memorial Airport, having received funding through the Federal Airport Act, 49 U.S.C. §1101-1120, adheres to a non-discrimination policy. **LESSEE** agrees that the use of **LESSEE**'s premises shall not exclude or otherwise subject any person to discrimination based on race, color, national origin, or any other protected classification.

13. LESSOR'S RESERVATIONS. **LESSOR** reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of **LESSEE** and without interference or hindrance. **LESSOR**, at the same time, shall be under no obligation to provide services such as snow removal or any other improvements to the individual hangar area, it being understood that roadways, taxiways, and other improvements to this area shall not be provided by **LESSOR** and shall not be requested by **LESSEE** at any time. **LESSOR** currently provides limited snow removal to individual Lessees. **LESSOR** shall continue to provide the following snow removal services: All of Taxiway "A" and thirty- (30-) foot wide paths in the center of Taxiways "B," "C," "D," "E," "F," and "G." In addition, **LESSOR** shall continue to plow snow to within five (5) feet of the **LESSEE**'s hangars as long as the Airport Department has an adequate snow removal budget to continue to do this additional plowing. Should the Sheboygan County Transportation Committee determine that it will no longer provide snow removal beyond the thirty- (30-) foot corridors in the Individual Hangar Apron Areas, for fiscal economic reasons or otherwise, it will notify **LESSEE** in the fall of its decision so that **LESSEE** will be able to make other snow removal arrangements.

A. Control of Public Areas. LESSOR reserves the right but shall not be obligated to LESSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard.

B. Control of Navigation Facilities. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent LESSEE from erecting or permitting to be erected any building or other structure on the Airport which in the opinion of LESSOR would limit the usefulness of the Airport or constitute a hazard to the Airport.

C. Controls During National Emergency. During the time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

14. INSURANCE. LESSEE shall carry minimum single limit \$300,000.00 hangar premises liability insurance, and a copy of said policy is to be filed with the Airport Superintendent and kept in full force and effect at all times during the term of this Lease. Sheboygan County shall be named as an additional insured on the policy.

15. SUBORDINATION CLAUSE. This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

16. HAZARDOUS MATERIALS. LESSEE hereby agrees that it shall not store or dispose of on the leased premises any explosive, radioactive, poisonous, or combustible "hazardous materials" except those items and amounts typically and reasonably used in a general aviation hangar. Any such items shall be properly and safely stored. This provision shall not apply to the storage of flammable liquids necessary for the operation of aircraft, provided that such flammable materials are properly and safely stored in approved safety cans, flammable liquid storage cabinets in accordance with National Fire Protection Association Standard Number 30, as amended from time to time. In no event shall any such flammable liquids be disposed of on the leased premises.

17. TERMINATION/SURRENDER. Upon termination of this Lease, LESSEE shall immediately surrender possession of the leased premises to LESSOR and shall immediately remove the aircraft and all other personal

property from the leased premises and shall return the leased premises to **LESSOR** in the same condition as when received, ordinary wear and tear excepted. **LESSEE** shall be liable for any and all damage to the leased premises caused by **LESSEE**'s use. As to the hangar on the leased premises required in Paragraph 3, **LESSEE** shall make reasonable efforts to remove the hangar or alternatively transfer possession of the hangar to a third person with the consent of **LESSOR**. The third person should be responsible for either obtaining status as a Successor **LESSEE** or for the removal of the hangar within ninety (90) days of the termination of this Lease. If **LESSEE** fails to make suitable arrangements for the removal or transfer of the hangar, within ninety (90) days of the termination of the Lease, the hangar and any other remaining personal property will be deemed abandoned, and title to such property shall be vested in **LESSOR**.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first herein written.

SHEBOYGAN COUNTY, Lessor
By its Transportation Committee,
Pursuant to Section 2.12 of the Sheboygan County Code

Roger Te Stroete, Chairperson

Thomas Wegner, Vice-Chairperson

Al Bosman, Secretary

Jacqueline Veldman

Robert Ziegelbauer

LESSEE

DR. TOBY W. WATSON, Managing Member
South Pier Air LLC
2808 Kohler Memorial Dr., #1
Sheboygan, WI 53081

R:\CLIENT\08299\00002\00185199.DOC

SHEBOYGAN COUNTY RESOLUTION NO. _____ (2021/22)

Re: **Granting Easement to Wisconsin Public Service Corporation for Sheboygan County Memorial Airport**

WHEREAS, Wisconsin Public Service Corporation was granted easements from Sheboygan County by Resolution No. 10 (1994/95) , Resolution No. 20 (1995/96), and Resolution No. 2 (2004/05) to establish natural gas service for the Sheboygan County Memorial Airport (the "Airport") property, and

WHEREAS, in 2019, Sheboygan County entered into an Individual Aircraft Hanger Lease with Eugene Kiser ("Kiser") for Hangar Lot 5, as depicted on Map "A" of Chapter 61, Sheboygan County Code of Ordinances, ("Hangar Lot 5"), and

WHEREAS, Kiser wishes to provide natural gas service to his hangar and as a result, Wisconsin Public Service Corporation will need to extend natural gas mains to Hangar Lot 5, and

WHEREAS, the 12 foot wide easement for the natural gas main would be located adjacent to Hangar Lot 5, as more specifically described on the gas easement between Wisconsin Public Service Corporation and Sheboygan County on file in the County Clerk's office, and

WHEREAS, the term of the easement further provides that the County may terminate the grantee's rights under the easement agreement if the purpose for the easement is no longer necessary or if the grantor no longer provides natural gas service, and

WHEREAS, granting such easement will not interfere with the public use and maintenance of the Airport and is in the public interest;

NOW, THEREFORE, BE IT RESOLVED that Sheboygan County approves the gas easement with WI Public Service Corporation relating to Hangar 5 on file with the County Clerk.

BE IT FURTHER RESOLVED that the County Board Chairperson and the County Clerk be authorized to sign said easement on behalf of Sheboygan County.

Respectfully submitted this 15th day of February, 2022.

TRANSPORTATION COMMITTEE

Roger Te Stroete, Chairperson

Thomas Wegner, Vice-Chairperson

Al Bosman, Secretary

Jacqueline Veldman

Robert Ziegelbauer

Opposed to Introduction:

TEMPORARY EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

NORTH

****Temporary Exhibit****
****Final Exhibit will be sent for approval at a later date****
****NOT FOR RECORDING****

12 FOOT WIDE EASEMENT

5384610

5902638654

5902638652

Sheboygan County Transportation Department - Highway
Division

Memo

To: Transportation Committee

From: Greg Schnell, Transportation Director

Date: January 17, 2022

RE: Consideration of Temporary Pay Adjustment

Action requested: Temporarily increase B23 employee \$1.50 per hour when working on vacant B24 skilled work assignments.

Rationale:

Increase hourly wage pay for fill in employee: Current B23 employee earns \$1.50 per hour less than what the previous B24 position earned in 2021. B23 employee is experienced in the skilled labor needed for these assignments.

Financial impact: Budget is available since the position has been vacant since 12/10/2021.

In closing: Although the department has posted for the needed position, it will take time to recruit, interview, and hire a new skilled employee for the B24 position. This skilled B23 employee is needed to complete the work that had previously done by a B24 employee.

Thank you for your consideration of this request.

Greg

LICENSE AGREEMENT
(Road America Emergency Rescue)

THIS LICENSE AGREEMENT ("this Agreement") is entered into as of this _____ day of _____, 202_, by and between **ELKHART LAKE'S ROAD AMERICA, INC.** ("Road America"), a Wisconsin corporation, whose mailing address is P.O. Box 338, Elkhart Lake, Wisconsin 53020-0338, and **SHEBOYGAN COUNTY** ("County"), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

WHEREAS, County is the owner of the Sheboygan County Transportation Facility at W5741 County Road J, Plymouth, WI 53073, more particularly described on **Exhibit A** hereto ("the Property"), and

WHEREAS, from June 9, through June 12, 2022, Road America will host the INDYCAR Series ("the INDYCAR Race") which is expected to draw racing drivers and fans from around the world, and

WHEREAS, from June 30, through July 3, 2022, Road America will host the NASCAR Cup Series Road America 250 ("the NASCAR Race") which is expected to draw racing drivers and fans from around the world, and

WHEREAS, Road America must make available medical evacuation services and a helicopter in the event of injury to those participating in or attending the INDYCAR/NASCAR Races, and Road America has no suitable staging area or landing zone for said helicopter onsite, and

WHEREAS, Road America wishes to use County's Property, and more specifically, the area designated on **Exhibit B** attached hereto ("the Landing Zone" or "the LZ") to satisfy its obligation to make available emergency medical services and a helicopter, and

WHEREAS, pursuant to Sheboygan County Code Section 56.11, the Sheboygan County Administrator recognizes the economic and tourism benefits of the INDYCAR/NASCAR Races and has determined such use is ancillary in purpose to County government, and

WHEREAS, the Transportation Committee reviewed and approved the proposed use of County's Property at its meeting on the 17th of January, 2022;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the adequacy of which is hereby expressly acknowledged, the parties agree as follows:

1. Grant of License. County hereby grants a license ("the License") to Road America and its agents to use the LZ during the Term (defined below) to stage emergency medical evacuation services, personnel, machinery, equipment, and a helicopter utilized by Road America's emergency response agents for the INDYCAR/NASCAR Races. County further grants Road America a license to use the Property for purposes of ingress and egress to the LZ. All of Road America's activities on the Property shall comply with all laws, rules, regulations, and normal and customary safety protocols for emergency response personnel and aircraft use. All costs incurred in connection with the use of the

Property by Road America, including, without limitation, any permits, permissions, or approvals will be paid by Road America.

2. Consent for Filming, Photography. Road America is prohibited from using County's name, mark, or image in any filming or photography at the Property pursuant to this Agreement without the prior written consent of County.

3. Term. The INDYCAR License shall commence on June 9, 2022, and shall remain in full force and effect through June 12, 2022 (the "**Term**"). Road America shall coordinate, prior to entry, all its activities with the County Highway Commissioner. Upon the expiration of the Term, and notwithstanding anything contained in this Agreement to the contrary, Road America shall remove all personnel, machinery, and equipment and shall otherwise leave the Property in a secure and safe condition.

4. Term. The NASCAR License shall commence on June 30, 2022, and shall remain in full force and effect through July 3, 2022 (the "**Term**"). Road America shall coordinate, prior to entry, all its activities with the County Highway Commissioner. Upon the expiration of the Term, and notwithstanding anything contained in this Agreement to the contrary, Road America shall remove all personnel, machinery, and equipment and shall otherwise leave the Property in a secure and safe condition.

5. Indemnity. Road America fully releases, acquits, discharges, and agrees to indemnify, defend, and hold harmless County, its employees, agents, servants, officers, trustees, officials, insurers, attorneys, successors, and assigns from any and all claims, demands, actions, or causes of action, whether at law, in equity, administratively, or otherwise for any and all damages or injuries arising out of the License granted herein, Road America's entry upon the Property or use of the LZ.

6. Waiver.

A. Road America understands and acknowledges, assumes all risk, and represents and warrants to County that: (i) Road America has thoroughly examined (or had the opportunity to examine) the LZ to Road America's satisfaction and is completely familiar with the nature and condition thereof; (ii) Road America is assuming all risk and responsibility in regard to any and all structural or other defects, disrepair to, or conditions existing on the LZ whether or not observable upon reasonable inspection; (iii) neither County nor any representative of County has made any express or implied representations or warranties to Road America or any representative of Road America, including without limitation as to the condition or safety of the LZ, and Road America is proceeding with this Agreement without any such representations or warranties and will enter upon the Property and use of the LZ pursuant to the License for the purpose of conducting emergency evacuation services thereon at its own risk.

B. Road America, for itself and for any and all employees, volunteers, and agents of Road America, hereby waives all rights to make any claim, whether at law, in equity, or administratively or to file suit against County, its agents, servants, officers, employees, trustees, officials, insurers, attorneys, successors, and assigns for any damage, loss, cost, or expense in connection with Road America's entry upon the Property and the training exercises conducted thereon.

7. **Insurance; Waiver of Subrogation.** Road America entity shall procure and keep in effect public liability and property damage insurance with respect to the Property, naming County as an additional insured in the amount of at least \$2,000,000 per occurrence and \$10,000,000 in the aggregate as to liability, and \$300,000 as to property damage. A copy of the policy or certificate evidencing such coverage shall be provided to County at least fourteen (14) days prior to the commencement of the Term. Such insurance shall include provisions denying to the insurer subrogation rights against County.

8. **Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of Wisconsin.

9. **Assignment Prohibited.** Road America is prohibited from assigning the License and the rights and duties under this Agreement.

10. **Miscellaneous.** This Agreement may be executed in any number of counterparts and delivered electronically or by facsimile, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. Signatures hereon delivered electronically or by facsimile shall be valid as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set below their respective signatures.

ELKHART LAKE'S ROAD AMERICA, INC.

By _____
Name/Title

By _____
Name/Title

Dated: _____

SHEBOYGAN COUNTY

By _____
Adam N. Payne, County Administrator

Dated: _____

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EXHIBIT A

Legal Description of the Property

Lot 1 of Certified Survey Map recorded in Volume 27 of Certified Survey Maps, Pages 68/70, as Document No. 2010567, being a part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), Section 9, Township 15 North, Range 21 East, Town of Plymouth, Sheboygan County, Wisconsin.

EXHIBIT B

The Landing Zone (LZ)
(delineated by red square area)






SHEBOYGAN COUNTY

Greg Schnell
Transportation Director

To: Transportation Committee

From: Greg Schnell, Transportation Director 

Date: January 17, 2022

Re: Proposed 2021 Budget Adjustment for Transportation Department - Airport Division

The Transportation Department – Airport Division is submitting for approval the following budget adjustments.

1. Credit Other State Payment, Fuel Flowage Fees, Rent Revenue, Misc Reimbursements due higher than budgeted revenue
2. Debt Customs Facility Reimbursements Revenue due to US Customs expenses belonging in 2022, therefore the revenue that we charge Kohler also belongs in 2022
3. Credit Grounds as there was a delay of the work due to Ryder Cup
4. Debit General Supplies, Rental of Equipment, and Maintenance Services – Electrical due to there being an increase in expenses related to Ryder Cup
5. Credit Health Insurance as a result of health insurance expenses being less than budgeted

ACCOUNT	ACCOUNT NAME	DEBIT	CREDIT
116.423675	Other State Payment		12,593
116.453315	Fuel Flowage Fees		20,934
116.462100	Rent Revenue		7,000
1106.466112	Customs Facility Reimbursement	54,088	
116.466125	Misc Reimbursements		16,854
116.53212	Ground		30,284
116.533505	General Supplies	21,727	
116.534115	Rental of Equipment	6,445	
116.551105	Health Insurance		9,502
116.552115	Maintenance Services - Electrical	14,907	

Sheboygan County Transportation Department
Highway Division
W5741 CTH J
Plymouth, WI 53073

Telephone (920) 459-3822

greg.schnell@sheboygancounty.com
www.sheboygancounty.com



SHEBOYGAN COUNTY

Greg Schnell
Transportation Director

To: Transportation Committee

From: Greg Schnell, Transportation Director 

Date: January 17, 2021

Re: Proposed 2021 Budget Adjustment for Transportation Department – Highway Division

The Transportation Department – Highway Division is submitting for approval the following budget adjustments. At the time the budget was built, the following fees were not yet established and were not available. Since it was going to be a net zero impact to the bottom line, we decided to wait until this year to make a budget adjustment.

1. Debit to State Transportation Revenue due to Local Road Improvement Project moving from 2021 to 2022. Will recover the remaining funds.
2. Credit Municipal Revenue which was higher than budget
3. Debit the budget for expenses associated with the increased municipal work and inflation
4. Debit Land for right of way purchases and Cascade shed property that was approved by County Board

ACCOUNT	ACCOUNT NAME	DEBIT	CREDIT
48800.423375	State Transportation Revenue	76,000	
43001.426305	Municipal Revenue		2,080,000
43001.42631	Municipal Charges		38,000
48800.511110	Overtime	270,000	
444.5311105	Consulting	3,000	
48800.53111	Engineering	35,000	
44401.531825	Oil	10,000	
446.532315	Tires	30,000	
48800.533505	Supplies General	80,000	
48800.533805	Roadway	2,600,000	
446.533825	Fuel - Gasoline	50,000	
446.433830	Fuel - Diesel	45,000	
44401.533832.101	Fuel-Propane	400,000	
48800.53394	Cost of Goods Sold		1,600,000
440.561000	Land	119,000	