

## NOTICE OF MEETING

### SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE

**January 8, 2024**

**9:30 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

Approval of Minutes: Transportation Committee Meeting – December 4, 2023

Review and Approve Vouchers

Approval of Members to Attend Meetings or Functions

Correspondence

#### **Airport/Highway**

- 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 2023 Airport Budget Adjustments
- Consideration of 2024 Budget Amendment for Fixed Based Operator
- Consideration of Sheboygan County Resolution No. \_\_\_ (2023-24) Re: Amending Chapters 61, 62, 63, 64 and 65 related to Airport Minimum Standards, Safety and the Airport Advisory Committee, and Naming of Sheboygan County Memorial International Airport
- Consideration of Airport Signage
- Consideration of New Individual Aircraft Hangar Lease with Carl Schwibinger for N6046 Resource Drive
- Consideration of New Individual Aircraft Hangar Lease with Daniel Dominguez for N6055 Resource Drive
- Consideration of New Individual Aircraft Hangar Lease with Airworthy WI, LLC for N6185 Resource Drive
- Consideration of Two Employees to Attend Bridge Refresher Training
- Discussion – Parking on PP
- 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, February 6, 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.

## SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE MINUTES

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

**December 4, 2023**

**Called to Order: 9:00 A.M.**

**Adjourned: 10:15 A.M.**

MEMBERS PRESENT: Thomas Wegner, Al Bosman, Jon Kuhlow, Roger Te Stroete, and Jackie Veldman

ALSO PRESENT in person: Bryan Olson, Matt Grenoble, Emily Stewart, Vernon Koch, Alayne Krause, Steve Hatton, Jeremy Fetterer, Crystal Fieber, and Amy Wieland

Chairman Wegner called the meeting to order at 9:00 a.m.

Chairman Wegner certified compliance with the open meeting law. The notice was posted at 3:30 p.m. on December 1, 2023.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve the minutes from November 6, 2023 as presented. Motion carried.

Supervisor Te Stroete made a motion and Supervisor Veldman seconded the motion to approve the vouchers. Motion carried.

Airport Superintendent Matt Grenoble updated the committee on current activities.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve Sheboygan County Resolution No. \_\_ (2023-24) Re: Granting Easement to Wisconsin Public Service Corporation for Sheboygan County Memorial Airport. Motion carried.

Supervisor Veldman made a motion and Supervisor Bosman seconded the motion to approve Naming the Fixed Based Operator. Motion carried.

The Committee discussed the potential purchase of property adjacent to the North Side Shed.

The Committee discussed approving a manure permit. The department will be doing more research and reevaluating the current permit process.

Supervisor Veldman made a motion and Supervisor Te Stroete seconded the motion to approve hiring above midpoint. Motion carried.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve equity adjustments. Motion carried.

Supervisor Te Stroete made a motion and Supervisor Bosman seconded the motion to approve a Table of Organization Change. Motion carried.

Supervisor Kuhlow made a motion and Supervisor Veldman seconded the motion to approve a Table of Organization Change. Motion carried.

Supervisor Te Stroete made a motion and Supervisor Bosman seconded the motion to order equipment from the 2025 Capital Outlay Budget. Motion carried.

Supervisor Te Stroete made a motion and Supervisor Kuhlow seconded the motion for the carryover of unexpended 2023 appropriations for 2024 for Airport and Highway. Motion carried.

Transportation Director Bryan Olson updated the committee on current activities for the Highway Department.

The next Transportation Committee meeting will be on January 8, 2024 at 9:30 a.m.

Motion by Supervisor Bosman and seconded by Supervisor Kuhlow to adjourn at 10:15 a.m. Motion carried.

Amy Wieland  
Recording Secretary

Al Bosman  
Committee Secretary

DRAFT



Sheboygan County  
 Department of Transportation – *Airport Division*  
*Bryan Olson, Transportation Director*  
 W5741 CTH J  
 Plymouth, WI 53073

**To:** Chairman Tom Wegner and Members of the Transportation Committee  
  
**From:** Bryan Olson, Transportation Director *BO*  
 Matt Grenoble, Airport Superintendent *MG*  
 Emily Stewart, Business Manager *ES*  
  
**Date:** January 8, 2024  
  
**Re:** 2023 Budget Adjustments for Transportation Department – Airport Division

The Transportation Department – Airport Division is seeking your approval the following budget adjustments. Over budgeted expenses, primarily due to large repairs needed for equipment, are being offset by reduced spending in other accounts. Bipartisan Infrastructure Law (BIL) funding, which will no longer funnel through the Department budget, is offset by project costs not be incurred by the Department, and by the postponement of some projects.

ACCOUNT	ACCOUNT NAME	DEBIT	CREDIT
116.423675	Other State Payment	295,000	
116.453325	User Fee - Customs		10,250
116.511105	Wages	10,199	
116.511110	Overtime	5,934	
116.531105	Consulting	5,400	
116.531423	Inspections	3,100	
116.531815	Electric		14,792
116.531820	Natural Gas		4,000
116.532120	Grounds		138,221
116.532130	Plumbing		140,000
116.532145	Structural		55,634
116.532320	Auto Parts	23,000	
116.533105	Advertising		14,236
116.552115	Maint Serv - Electric	7,500	
116.552125	Highway Department	27,000	



Sheboygan County  
Department of Transportation – *Airport Division*  
*Bryan Olson, Transportation Director*  
W5741 CTH J  
Plymouth, WI 53073

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To: Chairman Tom Wegner and Members of the Transportation Committee

From: Bryan Olson, Transportation Director *BO*  
Matt Grenoble, Airport Superintendent *MG*  
Emily Stewart, Business Manager *ES*

Date: January 8, 2024

Re: Proposed 2024 Budget Amendment – Fixed Base Operations

The proposed 2024 budget amendment packet for Fixed Base Operations is being submitted for your review.

**Proposed Budget:** The Fixed Base Operations (FBO) budget relies on \$0 of County tax levy. Instead, the revenue sources are a mixture of fees for services and product sales. After factoring in operating expenses, the FBO will generate revenue on an annual basis.

**Highlights:** The FBO will open its doors on February 1<sup>st</sup>, 2024, and we expect to have a busy – and successful – year ahead. The Department plans to re-purpose existing spaces into updated, welcoming, and well-functioning areas for customer service, operations, and pilots and passengers. In conjunction with the fuel provider, we will embark on a comprehensive marketing campaign to ensure our tenants and visitors know that the County is poised to offer top-tier service.

**Performance Measures:**

- Providing competitive fuel prices
- Marketing
- Top-tier customer service
- Self-reliance of operations

**Project Goals:** We are eager to begin FBO services at the Airport, and will strive to exceed expectations in 2024. Thanks to the support of the County Board and of County leadership, we will have the tools in place to do everything we set out to do: provide competitive fuel prices, offer top-tier customer service, and operate without any reliance on the property tax levy. Our initial milestones include hiring support staff, performing building repairs and needed upgrades, training, and coordinating logistics with our fuel provider. To that end, a budget has been developed for the FBO that includes an anticipated gain at the end of the year. Retained earnings will then be used in subsequent years to further improve our operations and facilities, re-investing dollars back into the Airport.

**Staffing:** Included in our 2024 budget are 5.5 FTEs, 1 casual position, and 4 part-time employees.

Thank you for your support and leadership as we facilitate new growth and development at the Airport.

**Performance Measurements  
Fixed Base Operations  
Outcomes Based - Measuring/Assessing Programs**

<b>Measurement 1</b>
<b>Description of measurement</b>
Provide more competitive fuel prices.
<b>What is being gauged, measured?</b>
Price per gallon of JetA and 100LL aviation fuel to Airport customers.
<b>How is it being monitored/measured?</b>
Fuel prices will be established and closely monitored via specialized software in conjunction with the County's financial system.
<b>How is it enhancing our operations/success - is this what we are after?</b>
More competitive fuel prices translate to increased sales.
<b>Decisions made from the information</b>
The Department will regularly monitor and adjust fuel prices as needed, and decide what price points are most appropriate given other factors.
<b>Outcomes??</b>
The Fixed Base Operation will seek to receive positive fuel sales growth at the Airport.

<b>Measurement 2</b>
<b>Description of measurement</b>
Develop and increase awareness of the Fixed Base Operations at the Airport through marketing and awareness.
<b>What is being gauged?</b>
Visibility of the FBO operations to pilots and passengers, as well as visitors to Sheboygan County and its residents.
<b>How is it being monitored/measured?</b>
The share of people that are aware of County-owned and -operated Fixed Base Operations at the Airport.
<b>How is it enhancing our operations/success - is this what we are after?</b>
Improved visibility can translate to new economic development opportunities and general growth at the Airport.
<b>Decisions made from the information</b>
Where to invest its resources in targeted marketing and outreach efforts.
<b>Outcomes?</b>
The right marketing campaign, which will be conducted in partnership with the fuel provider, will improve visibility and open doors for economic growth at the Airport.

<b>Measurement 3</b>
<b>Description of measurement</b>
Offer top-tier customer service.
<b>What is being gauged, measured?</b>
Feedback of transient and based users at the Airport, along with that of the general public in Sheboygan County.
<b>How is it being monitored/measured?</b>
Increasing the share of positive input from pilots, the Airport Advisory Committee, passengers, and members of the public.
<b>How is it enhancing our operations/success - is this what we are after?</b>
The Fixed Base Operations at the Airport represent Sheboygan County government, and positive public perception is an important reflection of our local government.
<b>Decisions made from the information</b>
Where to direct its resources and focus when seeking to continuously meet and exceed its targeted measurements every year.
<b>Outcomes??</b>
The highest standards of customer service will lead to more growth and usership of the Airport as more pilots and passengers want to utilize a facility where they will be greeted warmly and treated positively.

<b>Measurement 4</b>
<b>Description of measurement</b>
Operate as a self-sufficient enterprise.
<b>What is being gauged, measured?</b>
The share of County tax levy utilized to subsidize FBO operations.
<b>How is it being monitored/measured?</b>
Through ongoing fiscal review via the County's financial system and annual budget development process.
<b>How is it enhancing our operations/success - is this what we are after?</b>
The FBO operations align with the County's overall goal of operating in a fiscally conservative manner.
<b>Decisions made from the information</b>
Any retained earnings from FBO operations can be re-invested into a County-owned facility.
<b>Outcomes??</b>
The FBO revenue can ultimately lead to a gain at the end of the year, with retained earnings that are available for investment in other targeted resources at the Airport.

**County of Sheboygan  
Proposed Budget  
For 2024**

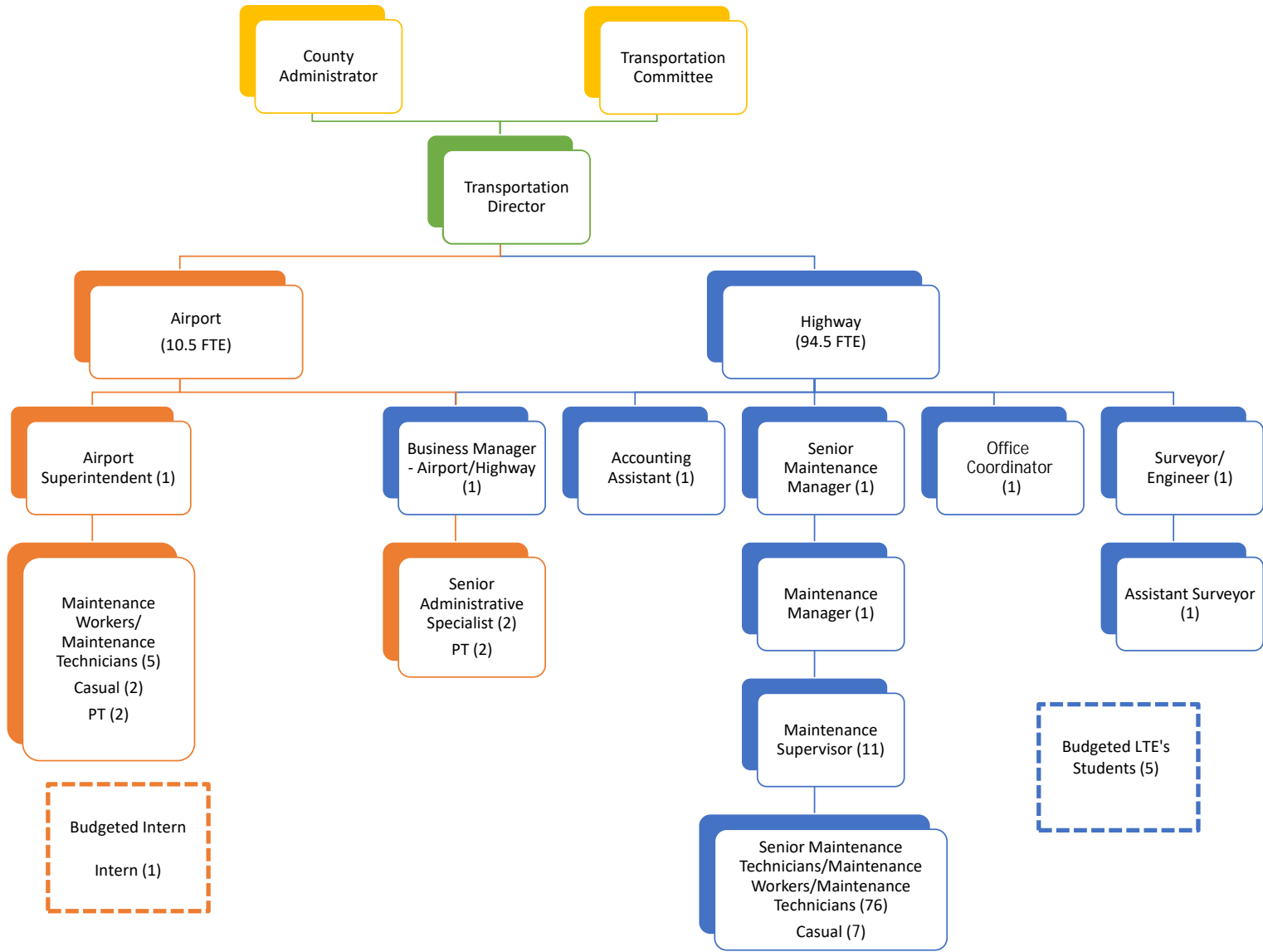
County Department Level 7

Description	Requested Amount	Projected Actual Annual	Actual YTD	Final Amount
400000 Revenues	-	-	-	-
411000 Property Tax Levy	-	-	-	-
453300 Airports	(122,155)	(122,155)	-	(122,155)
453310 Airport Hangar Fees	(34,950)	(34,950)	-	(34,950)
453330 User Fee - Special Events	-	-	-	-
453335 Overnight Fee - Airport	(10,950)	(10,950)	-	(10,950)
453336 Monthly Fee - Airport	(12,500)	(12,500)	-	(12,500)
453340 Fuel Sales: Jet A	(3,432,592)	(3,432,592)	-	(3,432,592)
453341 Fuel Sales: 100LL	(192,478)	(192,478)	-	(192,478)
462000 Rent Revenue	(20,948)	(20,948)	-	(20,948)
462100 Rent Revenue	(2,000)	(2,000)	-	(2,000)
500000 Expense/Expenditure	-	-	-	-
510000 Personnel Related Expenditures	-	-	-	-
511105 Regular	643,806	643,806	-	643,806
511105 Reg/sick Wages	24,510	24,510	-	24,510
512105 Social Security	29,458	29,458	-	29,458
512110 Retirement (Employer)	26,081	26,081	-	26,081
530000 Operating Expenses	-	-	-	-
533000 General Operating	47,113	47,113	-	47,113
533100 Advertising and Printing	4,500	4,500	-	4,500
533205 Mileage - Employee	50	50	-	50
533215 Meals - Employee	150	150	-	150
533220 Lodging - Employee	1,900	1,900	-	1,900
533235 Commercial Trans. - Employee	1,350	1,350	-	1,350
533245 Seminars and Training	1,010	1,010	-	1,010
533305 Membership Dues	947	947	-	947
533455 Licenses and Permits	400	400	-	400
533485 Fuel Flowage Fee	97,500	97,500	-	97,500
533505 General	3,000	3,000	-	3,000
533700 Office Supplies	40	40	-	40



533705	Office	300	300	-	300
533725	Postage	40	40	-	40
533810	Lubricants / Oil	100	100	-	100
533812	Aircraft Fluids	2,000	2,000	-	2,000
533825	Fuel - Gasoline	157	157	-	157
533830	Fuel - Diesel	12,020	12,020	-	12,020
533900	Other	22,800	22,800	-	22,800
533908	Miscellaneous Expenses	273,400		-	-
533940	Cost of Goods Sold	2,374,997	2,374,997	-	2,374,997
550000	Interdepartmental Charges	-	-	-	-
551105	Health Insurance	182,616	182,616	-	182,616
551110	Dental Insurance	1,813	1,813	-	1,813
551115	Group Life Insurance	225	225	-	225
551125	Worker Compensation Insurance	5,514	5,514	-	5,514
551905	General Liability Insurance	19,025	19,025	-	19,025
551916	Auto Collision	1,000	1,000	-	1,000
551917	Auto Mutual	1,000	1,000	-	1,000
551920	Property Insurance	3,000	3,000	-	3,000
551930	Deductible Escrow	100	100	-	100
552100	Repairs & Maintenance Charges	1,000	1,000	-	1,000
553105	Telephone	800	800	-	800
553115	Telephone - Long Distance	1	1	-	1
553150	Data Processing Services	5,000	5,000	-	5,000
563000	Building	6,000,000			
630000	Opt'g Transfers from Funds		-	-	-
631000	General Fund	(6,273,400)		-	-
700000	Other Financing Uses	-	-	-	-
	Net Position	(313,250)	(313,250)	-	(313,250)

**Sheboygan County Transportation Table of Organization**



**Sheboygan County Discretionary Fee Schedule**

Dept	Department	JDE Object Account	Fee	Current Charge	Proposed	% change	Unit	Date of Last increase	Prior Fee	Who can Approve Change
<b>Services</b>										
387	County Airport	387.453300	Handling Fee - Category 1	15.00			EACH			Liaison Committee
387	County Airport	387.453300	Handling Fee - Category 2	75.00			EACH			Liaison Committee
387	County Airport	387.453300	Handling Fee - Category 3	150.00			EACH			Liaison Committee
387	County Airport	387.453300	Handling Fee - Category 4	250.00			EACH			Liaison Committee
387	County Airport	387.453300	Handling Fee - Category 5	400.00			EACH			Liaison Committee
387	County Airport	387.453300	Handling Fee - Category 6	650.00			EACH			Liaison Committee
387	County Airport	387.453300	Ground Power Unit	55.00			HOUR			Liaison Committee
387	County Airport	387.453300	Lavatory	60.00			EACH			Liaison Committee
387	County Airport	387.453300	Potable Water	40.00			EACH			Liaison Committee
387	County Airport	387.453300	De-icing Service Charge	65.00			EACH			Liaison Committee
387	County Airport	387.453300	After Hours Call-out	100.00			EACH			Liaison Committee
387	County Airport	387.453300	Line Service	85.00			HOUR			Liaison Committee
<b>Ramp Parking</b>										
387	County Airport	387.453335	Monthly Ramp - Category 1	100.00			MONTH			Liaison Committee
387	County Airport	387.453335	Monthly Ramp - Category 2	300.00			MONTH			Liaison Committee
387	County Airport	387.453335	Monthly Ramp - Category 3	550.00			MONTH			Liaison Committee
387	County Airport	387.453335	Monthly Ramp - Category 4	750.00			MONTH			Liaison Committee
387	County Airport	387.453335	Monthly Ramp - Category 5	1,100.00			MONTH			Liaison Committee
387	County Airport	387.453335	Monthly Ramp - Category 6	1,500.00			MONTH			Liaison Committee
387	County Airport	387.453335	Overnight Ramp - Category 1	10.00			NIGHT			Liaison Committee
387	County Airport	387.453335	Overnight Ramp - Category 2	40.00			NIGHT			Liaison Committee
387	County Airport	387.453335	Overnight Ramp - Category 3	75.00			NIGHT			Liaison Committee
387	County Airport	387.453335	Overnight Ramp - Category 4	100.00			NIGHT			Liaison Committee
387	County Airport	387.453335	Overnight Ramp - Category 5	150.00			NIGHT			Liaison Committee
387	County Airport	387.453335	Overnight Ramp - Category 6	200.00			NIGHT			Liaison Committee
<b>Hangar Rental - #1 and #2</b>										
387	County Airport	387.453310	Overnight - Category 1	50.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 2	80.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 3	150.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 4	300.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 5	500.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 6	VARIABLES			NIGHT			Liaison Committee
387	County Airport	387.453310	Monthly	VARIABLES			MONTH			Liaison Committee
<b>Hangar Rental - Blue</b>										
387	County Airport	387.453310	Overnight - Category 1	50.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 2	80.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 3	150.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 4	300.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 5	500.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 6	VARIABLES			NIGHT			Liaison Committee
387	County Airport	387.453310	Monthly	VARIABLES			MONTH			Liaison Committee
<b>Fuel</b>										
387	County Airport	387.453340	Aviation Fuel - JetA	VARIABLES			GALLON			Staff
387	County Airport	387.453341	Aviation Fuel - 100LL	VARIABLES			GALLON			Staff
<b>Products</b>										
387	County Airport	387.453300	De-icing Type I	24.00			GALLON			Staff
387	County Airport	387.453300	De-icing Type IV	29.00			GALLON			Staff
387	County Airport	387.453300	Pilot Supplies	VARIABLES			EACH			Staff
387	County Airport	387.453300	Oil	VARIABLES			QUART			Staff



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Opposed to Introduction:

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Countersigned by:

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Vernon Koch, Chairperson

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January 5, 2024, draft

CHAPTER 61  
SHEBOYGAN COUNTY MEMORIAL INTERNATIONAL AIRPORT

- 61.01 OPERATION OF AIRPORT
- 61.02 DEFINITION OF WORDS AND PHRASES
- 61.03 AIRPORT OPERATION POLICIES
- 61.04 ZONING OF LAND USES
- 61.05 UTILITIES
- 61.06 ENTRANCES
- 61.07 SPECIAL VARIANCE
- 61.08 ENFORCEMENT
- 61.09 PENALTY
- 61.10 MULTIPLE OWNERSHIP

61.01 OPERATION OF AIRPORT. The Transportation Committee shall have supervision over equipment, maintenance, and operation of the Sheboygan County Memorial International Airport as follows:

- (1) The Committee shall adopt regulations and establish fees or charges for the use of said Airport not inconsistent with this Ordinance.
- ~~(2) The Committee shall employ an Airport Superintendent whose salary shall be approved by the County Board, and the Committee shall specify those duties.~~
- ~~(3)~~(2) The Committee shall prepare and submit an annual report to the County Board. Such report shall include information on Aircraft traffic, Airport expenditures and revenues, and comparative figures on past, present, and future traffic and activity in addition to other information that the Committee may deem pertinent to the report.
- ~~(4)~~(3) The Committee shall submit to the County Board an annual budget setting forth anticipated revenues and expenditures including capital improvements and the amount recommended to be raised by taxation for Airport purposes.
- ~~(5)~~(4) The Committee shall make studies and conduct surveys from time to time to assist it in improving the operation of the Airport and for planning purposes.
- ~~(6)~~(5) The Committee shall, in cooperation with the appropriate County Department, establish an Airport accounting system of sufficient detail to enable the Committee to accurately establish rates and charges for lease purposes and to eliminate possible inefficient operation and maintenance practices.
- ~~(7)~~(6) The Committee shall prepare and adopt uniform leases and agreements for the various types of Airport activities and land uses authorized in this Ordinance.
- ~~(8) The Committee shall adopt rules and regulations governing taxiing, landing, and taking off of all aircraft using the Sheboygan County Memorial Airport.~~
- ~~(9)~~(7) The Committee shall cooperate with and receive the cooperation of County Departments providing services or assistance to the Airport.
- ~~(8) The Committee shall have such additional authority as delegated by the County Board in Chapter 2 of the County Code.~~

61.02 DEFINITION OF WORDS AND PHRASES. As used in this Ordinance, unless the context otherwise requires:

- (1) **"Airport"** means the Sheboygan County Memorial International Airport.
- (2) **"Apron"** means that paved area designed and used solely for the temporary parking and servicing of aircraft.

- (3) "Concession" means any non-aeronautical facility or service required for the convenience of the public using the Airport.
- (4) "Fixed-Base Operator" means any person, firm, corporation, or association carrying persons or property for hire or furnishing aeronautical services, supplies, or instruction and conducting such business from a particular municipal airport.
- (5) "Hangar" means any building designed and used for the aeronautical purposes providing space for aircraft and service activities.
- (6) "Lessor" means owner as defined in Subsection (2) of this Section.
- (7) "Multiple T-Hangar" means a rectangular-shaped building capable of housing two (2) or more aircraft and which provides individual door openings for each aircraft.
- (8) "Owner" means Sheboygan County.
- (9) "Tie-down" means an area designed and used for the parking and tying down and storage of aircraft.
- (10) "Public thoroughfare" means all areas in the administration area of the Airport designed and used for the passage of people in vehicles or on foot.
- (11) "Shop" means a building capable of housing one (1) or more aircraft while such aircraft are being repaired.
- (12) "Taxiway" means a paved area designated solely for the taxiing of aircraft except apron areas.
- (13) "Tie-down" means an area designed and used for the parking and tying down and storage of aircraft.
- (14) "Vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway.
- (15) "Zoning Map" means the Sheboygan County Memorial International Airport Map A, which is on file in the Airport Superintendent's office and County Clerk's office, made a part of this ordinance by reference.

61.03 AIRPORT OPERATION POLICIES. The Committee, in carrying out its duties and responsibilities, shall adhere to the following owner policies:

- (1) The owner may engage in aviation activities as set forth in Chapter 64 of the County Code.
- (2) The owner shall encourage the development of the Airport in those areas where substantial building costs are incurred by lessees, by approving long-term leases which provide for the re-examination and readjustment of rates and charges at specified periods of time during the term of the lease.
- (3) Lessees shall be selected on the basis of tenant's desirability and not by bid basis. In determining the use of space in the terminal building, first consideration should be given to public convenience and necessity.
- (4) Buildings to be constructed by lessees shall be of metal or masonry or a combination thereof, except those referred to in Subsection 61.04(4), below, and the building plans and location shall be approved in writing by the ~~Committee~~ Airport Superintendent prior to construction.

61.04 ZONING OF LAND USES. The designated land areas of the ~~Map Airport~~ are hereby zoned in accordance with the current version of the ~~Airport Layout Plan (ALP) approved as revised by the Federal Aviation Administration (FAA).~~ Said ALP is referred to as "Map A" throughout this

~~Chapter. Copies are on file in the Airport Superintendent's Office and County Clerk's Office and made a part of this Ordinance by reference. Zoning Map.~~ All activities, operations, functions, and land uses shall conform to the limitations set forth in the following Subsections:

- (1) Terminal Area. This area shall be the public use area and shall be developed by the owner. The terminal building and such other buildings needed for the public shall be located in this area.
- (2) Utility and Service Area. This area shall be the location for Airport utility and service buildings for housing maintenance equipment and fire and crash equipment.
- (3) Commercial Aviation Areas.
  - (a) Allowable Activities. All commercial aviation business normally conducted by fixed-base operators shall be located in this area. Sale and maintenance of aircraft, engines, parts, and accessories, including the sale of gasoline and oil, aircraft storage, flight training, aircraft rentals, and charter services are allowable activities and such concessions as granted by lease or agreement.
  - (b) Lot Sizes. All lots shall have a minimum of thirty-three thousand (33,000) square feet.
  - (c) Set-backs. ~~All set-back lines shall be as designated on Map A of this Ordinance~~Five (5) feet from each lot line.
  - (d) Building Heights. All buildings shall not exceed a maximum height of forty (40) feet above the grade level.
  - (e) Building Sizes. The initial buildings constructed by the lessee shall have a minimum floor area of at least seven thousand five hundred (7,500) square feet.
- (4) Industrial Hangar Area.
  - (a) Allowable Activities. All non-commercial hangars, excluding multiple T-hangars, shall be located in this area, and the exclusive use of this area shall be aircraft housing. Aircraft maintenance and repair may be performed by the owner or regular full-time employees of the owner. In the case of a multiple-owner hangar, rules apply to each as if they were a single owner, except that a cooperative agreement between owners for hangar administration, aircraft movement, and aircraft repairs and maintenance is permitted. No flammable liquids except fuel required for heating the building and those required for aircraft maintenance shall be stored above or below the ground, nor shall aviation fuels be dispensed in this area other than by dispensing equipment operating from the commercial aviation areas; provided, however, that aviation fuel may be dispensed only into aircraft owned, leased, or controlled by the owner or lessee of the Industrial Hangar if such owner or lessee has installed aviation fuel storage tanks in the Airport fuel farm. The Committee shall also have the authority to establish a policy waiving the above limitations on a temporary basis, but such waiver and temporary basis shall not exceed three (3) full calendar days for transient aircraft or emergency use situations and shall not exceed ninety (90) days for locally-based aircraft requiring storage facilities not presently available at the fixed base operator's facility.
  - (b) Lot Sizes. Lot sizes shall be as designated on the current version of the ~~Airport Layout Plan approved as revised by the FAA. Said ALP is referred to as Map A throughout this Chapter. Copies are on file in the Airport Superintendent's Office and the County Clerk's Office and made a part of this Ordinance by reference.~~Zoning Map.
  - (c) Set-Backs. ~~All set-back lines shall be as designated in Map A of this Ordinance~~Five (5) feet from each lot line.



- (d) Building Heights. All buildings shall not exceed a maximum height of 40' above the grade level.
  - (e) Building Sizes. Any building constructed in this area shall have a minimum floor space of 2,500 square feet and a minimum clear door opening of 45' wide and 14' feet high.
- (5) Multiple T-Hangar Area.
- (a) Allowable Activities. This area shall be restricted to the location of multiple unit T-Hangars for the storage of aircraft. Only aircraft owners or their regular full-time employees may perform maintenance or repairs on their aircraft in this area. No flammable liquids shall be stored above or below the ground. Aircraft shall not be parked in the manner which interferes with movement of aircraft in this area.
  - (b) Lot Sizes. All lots shall be a minimum width of 52' feet and length shall be determined by the number of units constructed.
  - (c) Set-backs. ~~All set-back lines shall be as designated on Map A of this Ordinance~~ Five (5) feet from each lot line.
  - (d) Building Sizes. All buildings shall have sufficient floor space to house eight (8) aircraft and all old buildings reconstructed in this area shall have door openings of at least 39'6" and a minimum clear height of 10'6", and all new buildings constructed shall have a minimum door opening of 39'6" wide and a minimum clear height of 11'6".
- (6) Tie-Down Area. Those areas shall be used for the permanent tie-down of aircraft based on the Airport or those transient aircraft remaining longer than four (4) hours. Temporary tie-down areas may be designated by the ~~Committee~~ Airport Superintendent.
- (7) Apron Areas. These public areas shall be used for unloading or loading passengers, refueling aircraft, and the parking of aircraft for periods less than four (4) hours. All single-engine aircraft parked on the apron temporarily shall be secured by "tie-downs."
- (8) Individual Hangar Area.
- (a) Allowable Activities.
    - 1. The exclusive use of this area shall be for storage of ~~the type of~~ airworthy aircraft ~~whose~~ which use does not conflict with commercial services as defined under Sheboygan County ~~Ordinance Code~~ Chapter 64.
    - 2. A hangar owner may lease or rent part of the hangar space to another but only for airworthy aircraft storage. A hangar owner wishing to lease or rent the entire hangar may do so with advance approval of and subject to conditions established by the Transportation Committee.
    - 3. Aircraft maintenance and repair may be performed only by the aircraft owner. No flammable liquids shall be stored above or below the ground nor shall aviation gasoline be dispensed in this area.
    - 4. Aircraft shall not be parked in a manner which interferes with movement of aircraft within this area.
  - (b) Lot Sizes. All lot sizes shall be as designated on Detail Map A dated November 1, 2004, to Map A of this Ordinance as follows:
    - 1. Lots 1a through 6a: 60' wide by 60' deep.

2. Lots 1 through 30: 60' wide by 70' deep.
3. Lot 31: 80' wide by 70' deep.
4. Lots 232 through G240: 80' wide by 80' deep.
5. Requests for modifications to lot sizes from the specifications defined above shall be reviewed by the Transportation Committee.

(c) Setbacks. ~~All setback lines shall be as designated on Detail Map A dated November 1, 2004, to Map A of this Ordinance~~All setbacks as listed on Zoning Map.

(d) Building Heights. All buildings shall not exceed a maximum height of 40' above the grade level. No external protrusions, braces, or supports shall exceed the height of the roof.

(e) Building Sizes. Any hangar building constructed in this area shall comply with the sizes defined below:

1. Lots 1a through 6a: 42' wide by 40' deep minimum hangar size; 50' by 40' deep maximum hangar size.
2. Lots 1 through 6: 42' wide by 42' deep minimum hangar size; 42' wide by 45' deep maximum hangar size.
3. Lots 7 through 31; Lots F124 through F231; and Lots G131 through G140: 42' feet wide by 42' deep minimum hangar size; 50' wide by 50' deep maximum hangar size.
4. Lots G232 through G240: 60' wide by 60' deep minimum hangar size; 70' wide by 70' deep maximum hangar size.
5. Requests for hangar sizes which do not conform to specifications defined above shall be reviewed by the Transportation Committee.

~~(f) The Committee shall develop the necessary incidental lease/contract requirements which among other things shall specifically prohibit County improvement or maintenance of the above area.~~

(9) Fuel Farm Area.

(a) Allowable Activities. This area is reserved for the storage of fuel used in aircraft owned by Airport tenants [as permitted by Section 61.04(4)(a)] or fuel dispensed by the fixed-base operator.

(b) Written Agreement. A written agreement between a fuel farm tenant, other than a fixed-base operator, and the Transportation Committee shall contain but shall not be limited to the following provisions:

1. At no time shall the fuel farm tenant share, sublease, or in any other manner provide fuel or fueling facilities to any other tenant or any other aircraft except those aircraft owned or leased for the exclusive use of the tenant(s) designated in this agreement.
2. Tenant shall install and maintain all fuel facilities within the fuel farm in accordance with plans and specifications approved in writing by the Transportation Committee.
3. Tenant shall comply with all federal, state, and local laws and regulations governing the installation, operation, and maintenance of all fueling facilities, equipment, and dispensing trucks.

4. Dispensing trucks, bulk fuel trucks, emergency vehicles, and other vehicles approved by the Transportation Committee or Airport Superintendent shall be the only vehicles permitted within the fuel farm.
5. The tenant shall pay fuel flowage charges which are similar to those at the highest rate being paid by the fixed-base operator for similar fuel dispensed at the Airport.
6. The fuel farm tenant shall submit to the Transportation Committee a written plan which sets forth the extent of operations to include: fuel grades; estimated annual volume; experience and training of fuel-handling personnel; type, size, and condition of all fueling facilities and equipment to be used; and provisions for the security and safety of the facility.
  - A. The plan which shall be complied with once approved and shall be updated as required by the Transportation Committee.
  - B. Acceptable minimum requirements for the items defined in Subsection (9)(b)6. are to be obtained from Federal Aviation Administration Advisory Circular (FAA AC) 150/5230-4, "Aircraft Fuel Storage, Handling, and Dispensing on Airports," a copy of which is on file in the Office of the County Clerk and the Airport Superintendent's Office.
7. The following minimum standards shall be in addition to the above:
  - A. Fuel tanks allowed in fuel farm area shall have a minimum capacity of ten thousand (10,000) gallons.
  - B. Fuel tanker trucks having a one thousand- (1,000-) gallon minimum ~~but not exceeding two thousand five hundred- (2,500-) gallon maximum size~~ shall be allowed to service the fuel farm tenant's own aircraft at the Airport.
  - C. Off-use parking of tenant's fuel tanker trucks shall be permitted on Airport grounds only in area(s) designated by the Transportation Committee.
  - D. Bulk fuel tanker trucks shall have access to fuel farm area only.
  - E. Fuel farm tenant aircraft fueling locations:
    - (i) Industrial tenants who own a fuel tank located in the fuel farm shall fuel his or her own aircraft on his or her own industrial lot site in an area that meets the fueling requirements set forth in FAA AC 150/5230-4.
    - (ii) Commercial tenants who own a fuel tank located in the fuel farm shall fuel his or her own aircraft in a "fueling area" designated by the Transportation Committee on the Airport grounds.
    - (iii) Private tenants who own a fuel tank located in the fuel farm shall fuel his or her own aircraft in a "fueling area" designated by the Transportation Committee on the Airport grounds.
- (c) State Requirements. Placement of fuel tanks at the Airport shall comply with all ~~Wisconsin Administrative Code~~ requirements of the Wisconsin Commercial Building Code presently in effect (to-wit: Ind. 8.12, 8.20, 8.21, 8.22, 8.23, and

8.40) and any acts amendatory or supplementary thereto which may hereafter be adopted by the state, all of which are made a part hereof by reference.

(d) Insurance. Fuel farm tenants shall provide and keep in effect general liability insurance coverage for the fuel farm operations having limits of not less than One Million Dollars (\$1,000,000.00) in which the County is included as an "Additional Insured/Lessor" and shall annually supply to the County a Certificate of Insurance showing compliance with this requirement.

(10) Architectural and Aesthetic Control. All buildings, landscaping, parking areas, and exterior signage shall be substantially consistent with and compatible with existing improvements at the Airport. Designs, specifications, colors, materials, and dimensions shall be submitted to the Airport Superintendent for review for compliance with this Ordinance. The determination of the Airport Superintendent may be reviewed by the Transportation Committee upon request.

61.05 UTILITIES. All users of water from the Airport well and sewage facilities shall provide their own pipes to their lot lines and shall pay a connection fee and a yearly service fee to the owner. The owner shall provide the necessary pipe lines from the utility location to the lessee's lot line. All electrical and telephone utilities shall be arranged for and paid by the lessee, and the location of all lines and poles shall first require approval by the Committee.

~~61.06 ENTRANCES. The only entrance to the Airport shall be the road laid out by the proper authorities with the Transportation Committee as shown on Map A.~~

61.076 SPECIAL VARIANCE. The Committee shall be authorized to issue special building permits for special purpose hangars in compliance with Federal Aviation Administration grant assurances on the following conditions:

- (1) The hangar shall be for the sole purpose of storing non-commercial aircraft of a special category such as antique aircraft, home-built aircraft, or experimental aircraft.
- (2) The aircraft shall be of such nature so that its size makes storage in the sizes of buildings presently covered hereinabove impractical.
- (3) The hangar be of the same construction as specified hereinabove.
- (4) The building separations required in the individual hangar area and the Wisconsin ~~Industrial Commission~~ Commercial Building Code or any local building codes be complied with.
- (5) The use of the building be restricted to the storage of the special aircraft involved unless said special aircraft is no longer housed at the Sheboygan County Memorial International Airport at which time use of said building shall be for such purposes as permitted in the sole discretion of the Transportation Committee.

61.087 ENFORCEMENT. It shall be the duty of the Airport Superintendent and the Sheboygan County Sheriff's Department to enforce the provisions of this Ordinance.

61.098 PENALTY. Any person who shall violate any of the provisions of this Ordinance shall, upon conviction thereof, forfeit not less than One Dollar (\$1.00) nor more than Two Hundred (\$200.00) together with the costs of prosecution and, in default of payment of the forfeiture and costs of prosecution shall be imprisoned in the County Jail until said forfeiture and costs are paid, but not exceeding ninety (90) days.

61.09 MULTIPLE OWNERSHIP. Any structures at the Airport may be owned by more than one individual so long as the lease provisions for such structure shall contain a default provision that provides that a default of one unit of ownership shall be a default of all of the units of ownership and, unless such default is remedied within thirty (30) days of written notice thereof to all of the unit owners, all of such owners shall be in default. The lease shall include a limitation on the number of units of ownership as in the determination of the Committee may be necessary to maintain the orderly development of the Airport.

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History: Ord. 16 (2004/05); Ord. 1 (2012/13); Ord. 1 (2022/23)

CHAPTER 62  
REGULATING SHEBOYGAN COUNTY MEMORIAL INTERNATIONAL AIRPORT  
VEHICULAR TRAFFIC

- 62.01 DEFINITION OF WORDS AND PHRASES
- 62.02 OPERATION OF VEHICLES ON RUNWAYS, TAXIWAYS, AND RAMPS
- 62.03 SPEED OF VEHICLES
- 62.04 PEDESTRIAN TRAFFIC/TRESPASSING
- 62.05 OVERNIGHT PARKING
- 62.06 ENFORCEMENT
- 62.07 PENALTIES

62.01 DEFINITION OF WORDS AND PHRASES. As used herein, the following words or terms shall have the meaning as indicated:

- (1) **"Pedestrian."** Any person afoot.
- (2) **"Vehicle."** Every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway excepting unless specifically included, vehicles used exclusively upon stationary rails or tracks or any vehicle propelled by the use of electricity obtained from overhead trolley structures.
- (3) **"Emergency Equipment."** Emergency equipment is defined as ambulances, crash rescue and fire-fighting apparatus, and such other equipment as the Transportation Committee may designate as necessary to safeguard the Airport's runways, taxiways, ramps, buildings, and other common areas.
- (4) **"Service, Maintenance, and Construction Equipment."** Equipment normally operated at the request and direction of the Airport Superintendent and/or the Federal Aviation Agency on landing areas, runways, taxiways, and peripheral roads for the servicing, maintenance, and construction of Airport facilities and services. This definition shall include equipment owned and operated by a contractor performing work on the Airport under a contractual agreement with Sheboygan County.

62.02 OPERATION OF VEHICLES ON RUNWAYS, TAXIWAYS, AND RAMPS.

- (1) No privately-owned vehicle shall enter be driven upon or operated upon any Airport runway, taxiway, ~~or ramp or tie-down area~~ or any area posted by signs prohibiting the entrance thereon.
- (2) The provisions of this Section shall not apply to emergency equipment and/or service, maintenance, and construction equipment when engaged in performing official duties and such other vehicles as specifically authorized by the Airport Superintendent.

62.03 SPEED OF VEHICLES. No vehicle shall be driven upon any road within the perimeter of the Sheboygan County Memorial International Airport or upon other airport areas in excess of 15 miles per hour, the speed limit posted at the entrance of the Airport, or within the boundaries thereof, nor shall the driver of any vehicle fail to adhere to any sign posted to regulate vehicular traffic on or about the Airport for public safety.

62.04 PEDESTRIAN TRAFFIC/TRESPASSING. No persons shall be permitted to enter the enclosed or fenced area of the Airport beyond the administration area unless for the purpose of embarking in or disembarking from an aircraft, except for employees of the County, State, or federal government, or contractors engaged in Airport construction or maintenance work, or as otherwise authorized by the Airport Superintendent.

62.05 OVERNIGHT PARKING. No parking shall be permitted on the short-term parking lot during the period of December 1 through April 1 from midnight to 6:00 a.m. A sign reciting this prohibition shall be posted at the short-term parking lot.

62.06 ENFORCEMENT. The Sheboygan County Sheriff's Department is charged with the enforcement of this Ordinance.

62.07 PENALTIES. Any person who shall have violated any of the above Sections may be subject to one or more of the following:

(1) For violation of Sections 62.02, 62.03, and 62.04 of this Code, a forfeiture of not less than ~~Twenty-five~~One Hundred Dollars (~~\$25.00~~100.00) nor more than ~~One~~Three Hundred Dollars (~~\$100.00~~300.00) plus costs of prosecution.

(2) For a violation of Section 62.05 of this Code:

(a) A written notice of a parking violation;

(b) A parking ticket carrying with it a forfeiture of not less than Thirty Dollars (\$30.00) nor more than Three Hundred Dollars (\$300.00); or

(c) Vehicles may be towed away at owner's expense.

~~(3) In lieu of the foregoing penalties, violators may be prosecuted under the terms of Section 38.10 of this Code if the element of the violations are not under this Section.~~

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History: Ord. 1 (2012/13)

CHAPTER 63  
REGULATING THE HEIGHT OF STRUCTURES AND TREES  
AND THE USE OF PROPERTY IN THE VICINITY OF  
THE SHEBOYGAN COUNTY MEMORIAL INTERNATIONAL AIRPORT

- 63.01 DEFINITIONS
- 63.02 ZONES
- 63.03 HEIGHT ZONES
- 63.04 USE RESTRICTIONS
- 63.05 NON-CONFORMING USES
- 63.06 ADMINISTRATION
- 63.07 PERMITS
- 63.08 HAZARD MARKING AND LIGHTING
- 63.09 BOARD OF ADJUSTMENTS
- 63.10 APPEALS AND REVIEW
- 63.11 PENALTIES

63.01 DEFINITIONS. As used in this Ordinance unless the context otherwise required:

(a) "Airport." The Sheboygan County Memorial International Airport located in Sections 10, 15, and 16, Township 15 North, Range 22 East, Sheboygan County, Wisconsin.

(b) "Airport Hazard." Any structure, object of natural growth, or use of land which obstructs the air space required for the flight of aircraft in landing or taking off at an airport or is otherwise hazardous to ~~such landing or taking off~~ normal aircraft operation.

(c) "Height Limitation Map." The Sheboygan County Airport Height Limitation Zoning Map, which is on file in the Airport Superintendent's office and County Clerk's office, and made a part of this ordinance by reference.

(ed) "Non-conforming Use." Any structure, tree, or use of land which does not conform to a regulation prescribed in this Ordinance or an amendment thereto as of the effective date of such regulation.

(de) "Person." Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof.

(ef) "Runway." A level portion of an airport having a surface specially developed and maintained for the landing and take-off of aircraft.

(fg) "Structure." Any object constructed or installed by man.

(gh) "Tree." Any object of natural growth, except farm crops, which are cut at least once a year and except shrubs, bushes, or plants which do not grow to a height of more than five (5) feet.

63.02 ZONES. All zones established by this ~~Section-Chapter~~ are shown on ~~Map A entitled "Sheboygan County Airport Height Limitation Zoning Map," Sheboygan County, Wisconsin, which is made a part of this Ordinance by reference and is on file in the Airport Manager's Office.~~

63.03 HEIGHT ZONES. Except as otherwise provided in this Ordinance, no structure shall be constructed, altered, located, or permitted to remain after such construction, alteration, or location, and no trees shall be allowed to grow to a height in excess of the height limit indicated on the maps referred to in Section 63.02 hereof.

63.04 USE RESTRICTIONS.

(a) Activities. Notwithstanding the provisions of Section ~~62-03~~ 63.02 of this Code, no use may be made of land in any zone in such a manner as to create electrical interference with radio communication between the Airport and aircraft; or electrical interference with the



Instrument Landing System (ILS); or make it difficult for pilots to distinguish between Airport lights and others; or result in glare in the eyes of pilots using the Airport; or impair visibility in the landing, taking off, or maneuvering of aircraft.

(b) Exceptions. The restrictions contained in Section 63.03 shall not apply to ~~legal fences or to farm crops which are cut at least once a year and are located outside of the glide slope antenna ground-plane area and runway clear zone areas.~~ objects that are more than ½ mile from the nearest Airport boundary and are less than fifty (50) feet in height.

#### 63.05 NON-CONFORMING USE.

(a) Not Retroactive. The regulations prescribed in Sections 63.03 and 63.04 of this Code shall not be construed to require the removal, lowering, or other change or alteration of any non-conforming use or otherwise interfere with the continuance of any non-conforming use except as otherwise provided by Section 63.07(b), below.

(b) Changes. Nothing herein contained shall require any change in the construction, alteration, or intended use of any structure if the construction or alteration of such was begun prior to the effective date of this Ordinance and if such is diligently pursued.

(c) Removal. This Section shall not interfere with the removal of non-conforming uses by purchase or the use of eminent domain.

63.06 ADMINISTRATION. It shall be the duty of the Sheboygan County Airport ~~Manager~~ Superintendent to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the Sheboygan County Airport ~~Manager~~ Superintendent upon a form furnished by said Airport Manager. Applications which are, by this Ordinance, to be decided by the Sheboygan County Transportation Committee shall be promptly considered and granted or denied by them. Applications for actions by the Board of Adjustments shall be forthwith transmitted by the Sheboygan County Airport ~~Manager~~ Superintendent to the Board for hearing and decision.

#### 63.07 PERMITS.

(a) Future Uses. No structure shall hereafter be constructed, erected, or installed, or be permitted to remain in any zone created by Section 63.02 of this Code until the owner or the owner's agent shall have applied in writing for a permit therefor and obtained such permit from the Sheboygan County Airport ~~Manager~~ Superintendent, except ~~structures more than 1/2 mile from the nearest Airport boundary and less than 50' maximum height above ground level at the building sites set forth in Section 63.04 (b).~~ Said permit shall be posted in a prominent place on the premises prior to and during the period of construction, erection, installation, or establishment. The owner or owner's agent shall be responsible for obtaining an obstruction evaluation/ airport airspace analysis prior to applying for a permit from the Airport Superintendent. ~~Any trees may be ordered removed when there is a finding that the tree violates the height restriction for the zone for which it is located.~~ Application for such permit shall indicate the use for which the permit is desired and shall describe and locate the use with sufficient particularity to permit the Sheboygan County Airport Manager to determine whether such use would conform to the regulations herein prescribed. If such determination is in the affirmative, the Sheboygan County Airport Manager shall issue the permit applied for.

(b) Existing Uses. Before any non-conforming structure or tree may be replaced, altered, repaired, rebuilt, or replanted, a permit shall be applied for and secured in the manner prescribed by Paragraph 1 Section 63.07(1) authorizing such change, replacement, or repair. No such permit shall be granted that would allow the structure or tree to become a greater hazard to air navigation than it was on the effective date of this Ordinance or than it is when the application for permit is made.

(c) The Airport Superintendent may order the removal of any trees when there is a finding that the tree violates the height restriction for the zone for which it is located.

63.08 HAZARD MARKING AND LIGHTING. Any permit or variance granted under Sections 63.07 or 63.10 herein may, if such action is deemed advisable by the Sheboygan County Transportation Committee to effectuate the purpose of this Ordinance, and if such is reasonable under the

circumstances, be so conditioned as to require the owner of the structure or trees in question to permit the owner of the Airport, at its own expense, to install, operate, and maintain thereon such markers and lights as may be necessary to indicate to the flyers the presence of an Airport hazard.

63.09 BOARD OF ADJUSTMENTS. The Sheboygan County ~~Building, Zoning, and Sanitation~~ Board of Adjustments, as established in ~~the SHEBOYGAN COUNTY SANITARY ORDINANCE pursuant to Wis. Stat. § 59.99 Chapter 76 of the Sheboygan County Code~~, is hereby authorized to administer the appropriate judicial functions set forth in this Ordinance. The said Board shall be referred to as the Board of Adjustments in this Ordinance.

#### 63.10 APPEALS AND REVIEW.

(a) Variances. Upon appeal in special cases, the Board of Adjustments may, after investigation and public hearing, grant such variance from the terms of this Ordinance as ~~prescribed in Chapter 76 of the County Code will not be contrary to the public interest where, owing to special conditions, a literal enforcement of this Ordinance would result in unnecessary hardship and such relief will do substantial justice and be in accord with the spirit of this Ordinance~~ and does not create a hazard to the safe, normal operation of aircraft.

(b) Aggrieved Person. Any person aggrieved or affected by any decision or action of the Sheboygan County Airport ~~Manager-Superintendent~~ or the Sheboygan County Transportation Committee, made in their administration of this Ordinance may appeal such decision or action to the Board of Adjustments.

(c) Procedure. Any appeal taken pursuant to this section shall be in conformity with the procedure established by ~~Wis. Stat. § 59.99 Chapter 76 of the Sheboygan County Code, Wis. Stat. § 59.694.~~

63.11 PENALTIES. Any person who violates, disobeys, neglects, omits, or refuses to comply with, or who resists the enforcement of any of the provisions of this Ordinance shall, upon conviction, remove the structure or part thereof which violates the terms of this Ordinance, as determined by the Airport Manger, within ninety (90) days of such conviction.

(a) Upon failure to do so, the Airport ~~Manager-Superintendent~~ may order such removal. Such removal and/or restoration may be performed by the County, an agent, or by outside contract, and the cost thereof shall be billed to the owner and be paid within thirty (30) days and if not so paid shall become a delinquent special charge under provision of Wis. Stat. § ~~66.60(16)(a)-66.0627~~ and shall become a lien on the property, collectible as are other taxes.

(b) Such person also shall, upon conviction, forfeit to Sheboygan County not less than Twenty Dollars (\$20.00) nor more than Two Thousand Dollars (\$2,000.00), plus the costs of prosecution, for each offense. Each day during which such violation exists shall constitute a separate offense.

(c) Every violation of this Ordinance is a public nuisance and the creation thereof may be enjoined and the maintenance thereof may be abated by action at the suit of Sheboygan County or any aggrieved citizen.

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History:

CHAPTER 64  
MINIMUM STANDARDS FOR AIRPORT SERVICES

- 64.01 MINIMUM REQUIREMENTS
- 64.02 MINIMUM STANDARDS ESTABLISHED
- 64.03 AIRCRAFT SALES
- 64.04 AIRFRAME AND POWER PLANT REPAIR FACILITIES
- 64.05 AIRCRAFT RENTAL
- 64.06 FLIGHT TRAINING
- 64.07 AIRCRAFT FUELS AND OIL DISPENSING SERVICE
- 64.08 RADIO, INSTRUMENT, OR PROPELLER REPAIR STATION
- 64.09 AIRCRAFT CHARTER AND AIR TAXI
- 64.10 AIR CARRIERS OR SCHEDULED AIR TAXI
- 64.11 SPECIALIZED COMMERCIAL FLYING SERVICES
- 64.12 MULTIPLE SERVICES
- 64.13 GENERAL REQUIREMENTS
- 64.14 LEASE CLAUSES
- 64.15 LEASE PROPOSAL REQUIREMENTS
- 64.16 FLYING CLUBS
- 64.17 GENERAL INSURANCE REQUIREMENTS

64.01 MINIMUM REQUIREMENTS. Minimum requirements for airport aeronautical services at the Sheboygan County Memorial International Airport shall be as set forth herein.

64.02 MINIMUM STANDARDS ESTABLISHED. The following minimum standards for a person or persons, firm, or corporation based upon and engaging in one or more aeronautical services for hire or consideration at the Sheboygan County Memorial International Airport, Sheboygan Falls, Sheboygan County, Wisconsin, shall hereafter be in full force and effect, and the lease clauses shall be included in all leases between the County of Sheboygan and any person or persons, firm, or corporation desiring to be based upon the Sheboygan County Memorial International Airport, Sheboygan Falls, Sheboygan County, Wisconsin, or engage thereon in any aeronautical service.

64.03 AIRCRAFT SALES.

(a) Statement of Concept. An "Aircraft Sales Operator" is a person or persons, firm, or corporation engaged in the sale of new or used aircraft through franchise or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise and provides such repair, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by said Operator.

(b) Minimum Standards.

(1) For new construction, The the Operator shall lease from County of Sheboygan an area of not less than 15,000 square feet of ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide at least 2,500 square feet of floor space for aircraft storage and at least 1,000 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted; ~~and shall provide telephone facilities for customer use.~~ The Transportation Committee may approve the use of existing facilities with less floor space if it finds it is in the best interest of Airport operations.

The Operator shall provide ~~auto~~-parking spaces within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

(2) The Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop operator at the Sheboygan County Memorial International Airport. The Operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted. The Operator who is engaged in the business of selling new aircraft shall have available or on call at least one (1) single engine demonstrator.

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified.

A. Aircraft Liability: \$1,000,000 combined single limit, including passengers, minimum

B. Airport Liability: ~~\$3,000,000~~ 1,000,000 single limit, premises; plus \$1,000,000 single limit, products/completed operations no sub-limit

(4) The Operator shall have his premises open and services available eight (8) hours daily, five (5) days a week.

(5) The Operator shall have in Operator's employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner but never less than one (1) person having a current, effective commercial pilot certificate with single engine rating and instructor rating.

The Operator shall make provision for someone to be in attendance in the office available to provide services at all times during the required operating hours.

#### 64.04 AIRFRAME AND POWER PLANT REPAIR FACILITIES.

(a) Statement of Concept. An "Aircraft Engine and Airframe Maintenance and Repair Operator" is a person or persons, firm, or corporation providing one or a combination of airframe and power plant repair but with at least one (1) person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed. This category of aeronautical services shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

(b) Minimum Standards.

(1) For new construction. The the Operator shall lease from Sheboygan County an area of not less than 16,000 square feet of ground space on which shall be erected a building to provide at least 5,000 square feet of floor space for airframe and power plant repair services including a segregated painting area all of which meet local and state industrial-commercial code requirements and with at least 1,000 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.

The Operator shall provide auto-parking spaces within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

(2) The Operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the Federal Aviation Administration as an approved repair station ([FAR 145](#)) or aircraft maintenance repair facility ([FAR Part 91](#)).

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

A. Aircraft Liability: \$1,000,000 combined single limit, including passengers, minimum.

B. Hangar Keepers and/or Products Liability: A sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises or value of the equipment to be serviced.

C. Airport Liability: ~~\$3,000,000~~ \$1,000,000 single limit, premises; plus \$1,000,000 single limit, products/completed operations no sub-limit.

(4) The Operator shall have his premises open and services available eight (8) hours daily, five (5) days each week.

(5) The Operator shall have in Operator's employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed and who holds an airframe, power plant, or an aircraft inspector rating, and one (1) other person not necessarily rated.

The Operator shall make provision for someone to be [available to provide services in attendance in the office](#) at all times during the required operating hours.

#### 64.05 AIRCRAFT RENTAL.

(a) Statement of Concept. An "Aircraft Rental Operator" is a person or persons, firm, or corporation engaged in the rental of aircraft to the public.

(b) Minimum Standards.

(1) ~~For new construction, The~~ the Operator shall lease from Sheboygan County an area of not less than 15,000 square feet of ground space and on which shall be erected a building to provide at least 2,500 square feet of floor space for aircraft storage and at least 1,000 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted, ~~and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.~~

The Operator shall provide ~~auto~~ parking spaces within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

(2) The Operator shall have available for rental, either owned or under written lease to Operator, not less than two (2) certificated and currently airworthy aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped for and capable of flight under instrument conditions.

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

A. Aircraft Liability: \$1,000,000 combined single limit for bodily injury and property damage including passengers with a \$100,000 sub-limit per passenger.

B. Airport Liability: ~~\$3,000,000~~\$1,000,000 single limit, premises; \$1,000 single limit.

(4) The Operator shall have his premises open and services available eight (8) hours daily, six (6) days a week.

(5) The Operator shall have in Operator's employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards in an efficient manner, but never less than one (1) person having a current commercial pilot certificate with appropriate ratings, including instructor rating. The Operator shall make provision for someone to be [available to provide services in attendance in the office](#) at all times during the required operating hours.

#### 64.06 FLIGHT TRAINING.

(a) Statement of Concept. A "Flight Training Operator" is a person or persons, firm, or corporation engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

(b) Minimum Standards.

(1) ~~For new construction. The the~~ Operator shall lease from Sheboygan County an area of not less than 15,000 square feet of ground space and on which shall be erected a building to provide at least 2,500 square feet of floor space for aircraft storage and at least 1,000 square feet of floor space for office, classroom, briefing room, pilot lounge, and rest rooms which shall be properly heated and lighted, ~~and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.~~

The Operator shall provide ~~auto~~-parking spaces within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

(2) The Operator shall have available for use in flight training, either owned or under written lease to Operator, not less than two (2) properly certificated aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped for and capable of use in instrument flight instruction.

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

A. Aircraft Liability: \$1,000,000 combined single limit for bodily injury and property damage including passengers with a \$100,000 sub-limit per passenger.

Commented [DB1]: Why not other insurance?

(4) The Operator shall have Operator's premises open and services available eight (8) hours daily, six (6) days a week.

(5) The Operator shall have on a full-time basis at least one (1) flight instructor who has been properly certificated by the Federal Aviation Administration to provide the type of training offered.

The Operator shall have available for call on a part-time basis at least one (1) flight instructor who has been properly certificated by the Federal Aviation Administration to provide the type of training offered.

The Operator shall make provisions for someone to be [available to provide services in attendance in the office](#) at all times during the required operating hours.

#### 64.07 AIRCRAFT FUELS AND OIL DISPENSING SERVICE.

(a) Statement of Concept. Line services shall include the sale and into-plane delivery of recognized brands of aviation fuels, lubricants, and other related aviation petroleum products. The Operator shall provide servicing of aircraft, including ramp assistance and the parking, storage, and tie-down of aircraft within the leased area.

(b) Minimum Standards.

(1) ~~For new construction, the Operator shall lease from Sheboygan County an area of not less than 15,000 square feet of ground space on which shall be erected a building to provide at least 2,500 square feet of floor space for aircraft storage and at least 1,000 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.~~

The Operator shall provide ~~auto~~-parking spaces within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

(2) The Operator shall provide at least two (2) 12,000-gallon fuel storage tanks at the Sheboygan County Memorial ~~International~~ Airport and maintain an adequate supply of fuel on hand at all times of at least two (2) grades of fuel as closely related as possible to the popular demand of the general aviation users of the Airport. The Operator shall provide at least two (2) metered filter-equipped dispensers, fixed or mobile, for dispensing the minimum requirement of two (2) grades of fuel. Separate dispensing pumps and meters are required for each grade of fuel.

The Operator shall provide such minor repair service that does not require a certificated mechanical rating and cabin services to general aviation aircraft as can be performed efficiently on the ramp or apron parking area, but only within the premises leased to the Operator.

The Operator shall make provision for the transportation of pilots and passengers of transient general aviation aircraft using the Operator's facilities and services from and to the Operator's office and the Sheboygan County Memorial International Airport terminal area.

The Operator shall procure and maintain tools, jacks, towing equipment, tire repairing equipment, energizers, and starters, heaters, fire extinguishers, ~~and passenger loading steps~~ as appropriate and necessary for the servicing of general aviation aircraft

using the Airport. All ~~E~~equipment shall be maintained and operated in accordance with local and state industrial codes.

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

A. Hangar Keepers Liability and/or Products Liability: A sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises or value of the equipment to be serviced.

B. Airport Liability: \$3,000,000 single limit, premises; plus \$1,000,000 single limit, products/completed operations no sub-limit.

C. Motor Vehicle Liability: \$1,000,000 single limit.

D. Pollution Liability Insurance covering its liability for bodily injury, property damage, and environmental damage resulting from sudden and accidental releases of pollution and coverage related to resultant clean-up and/or remediation costs arising out of the occupancy and use of the premises. Combined single limit bodily injury, property damage, environmental liability, and clean-up/remediation shall not be less than \$500,000 in the annual aggregate.

(4) The Operator shall have Operator's premises open for aircraft fueling and oil dispensing service 8:00 a.m. to sundown seven (7) days a week. The Operator shall make provision for such service during other hours on a call basis.

(5) The Operator shall have in Operator's employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner.

(6) The Operator shall make provisions for someone to be [available to provide services in attendance in the office](#) at all times during the required operating hours.

#### 64.08 RADIO, INSTRUMENT, OR PROPELLER REPAIR STATION.

(a) Statement of Concept. A "Radio, Instrument, or Propeller Repair Station Operator" is a person or persons, firm, or corporation engaged in the business of and providing a shop for the repair of aircraft radios, propellers, instruments, and accessories for general aviation aircraft. This category shall include the sale of new or used aircraft radios, propellers, instruments, and accessories but such is not an exclusive right. The Operator shall hold the appropriate repair shop certificates issued by the Federal Aviation Association.

(b) Minimum Standards.

(1) ~~For new construction, the Operator shall lease from Sheboygan County an area of not less than 15,000 square feet of ground space on which shall be erected a building to provide at least 2,500 square feet of floor space to hangar at least one (1) aircraft, to house all equipment, and to provide an office, shop, customer lounge, and rest rooms, all properly heated and lighted; and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.~~

The Operator shall provide ~~auto~~-parking spaces within the leased area and shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.



(2) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

A. Airport Liability: \$3,000,000 single limit, premises; plus \$1,000,000 single limit, products/completed operations no sub-limit.

B. Hangar Keepers Liability and/or Products Liability: A sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises or value of the equipment to be serviced.

(3) The Operator shall have Operator's premises open and services available eight (8) hours daily, five (5) days each week, and one-half (1/2) day on Saturday.

(4) The Operator shall have in Operator's employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than one (1) person who is a Federal Aviation Administration rated radio, instrument, or propeller repairman and one (1) other repairman who need not be rated by the Federal Aviation Administration.

#### 64.09 AIRCRAFT CHARTER AND AIR TAXI.

(a) Statement of Concept. An "Aircraft Charter" and an "Air Taxi Operator" is a person or persons, firm, or corporation engaged in the business of providing non-scheduled air transportation (person or property) to the general public for hire including non-stop sightseeing flights within a twenty-five- (25-) mile radius of the Airport as distinct from scheduled services as a common carrier.

(b) Minimum Standards.

(1) ~~For new construction, the~~ Operator shall lease from Sheboygan County an area of not less than 15,000 square feet of ground space on which shall be erected a building to provide at least 2,500 square feet of floor space for aircraft storage and at least 1,000 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted, ~~and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.~~

The Operator shall provide ~~auto~~-parking spaces within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

(2) The Operator shall provide at least one (1) of the following types of aircraft either owned or under written lease to Operator: Not less than one (1) single-engine four-place aircraft and/or one (1) multi-engine aircraft, both of which must meet the requirements of the air taxi commercial operator certificate held by the Operator, including instrument operations.

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

A. Piston-powered Aircraft – Aircraft Liability: \$1,000,000 combined single limit, including passengers, minimum.

Airport Liability: \$3,000,000 single limit.

B. Turbine- and Jet-powered Aircraft – Aircraft Liability: \$3,000,000 single limit, including passengers.

Airport Liability: \$3,000,000 single limit, with product/completed operations, no sub-limit.

(4) The Operator shall have Operator's premises open and services available eight (8) hours daily, six (6) days per week. The Operator shall provide on-call service during hours other than the aforementioned.

(5) The Operator shall have in Operator's employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than at least one (1) Federal Aviation Administration certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by Operator.

The Operator shall make provision for someone to be [available to provide services in attendance in the office](#) at all times during the required operating hours.

#### 64.10 AIR CARRIERS OR SCHEDULED AIR TAXI.

(a) Statement of Concept. An air carrier or scheduled air taxi operation is a person or persons, firm, or corporation engaged in air transportation of passengers and/or cargo between the Sheboygan County Memorial [International](#) Airport and fixed origination and/or destination points on a scheduled basis (whether said schedule is published or not) for consideration and available to the general public.

(b) Minimum Standards.

(1) The Operator shall lease from Sheboygan County terminal space, if said space is available, or if not [available](#), from a lessee of Sheboygan County, with Sheboygan County's consent; [the Operator shall lease](#) adequate terminal space to sufficiently meet the needs of the general public it will serve or of the services it will perform but in no event less than a minimum of four hundred (400) square feet. Such minimum space may be provided on a combined use basis with another Operator. [In the event a sub-lease arrangement is necessary, Sheboygan County will lend its assistance to the Operator in negotiating for said sublease for terminal space and will use its best efforts to secure adequate space for terminal use purposes or arrange some alternative method of providing for Operator's needs and the passengers and cargo involved in said services.](#)

(2) The Operator shall furnish and equip the above referred to terminal space in an adequate manner.

(3) The Operator shall own or have on lease for not less than a period of twelve (12) months sufficient aircraft, but in any event not less than two (2), with passenger and/or cargo capacity to adequately serve the proposed routes and schedules of the Operator.

(4) The Operator shall require that all aircraft used for passenger service having a passenger seating capacity of eight or more shall be operated with a crew of at least two (2) pilots; and all aircraft operated for passenger service having a maximum passenger seating capacity of seven (7) or less may be operated by a crew with one pilot if said aircraft shall have an automatic pilot, as may be required by the Federal Aviation [Association-Administration](#) for the service intended and all aircraft used for cargo only shall meet the minimum standards as may be required by the Federal Aviation [Association-Administration](#) for the services being performed.

In all cases, captains shall be qualified for single pilot operation and all pilots and co-pilots must hold [I.F.R. ratings an instrument airplane rating under 14 C.F.R. § 61.65\(d\)](#).

Commented [DB2]: ?

During the time said service is being provided, the Operator shall maintain a training program for all captains, supervised by a Director of Training, and shall require six- (6-) months' proficiency checks administered by a check pilot who is duly qualified and authorized to provide said checks by the Federal Aviation ~~Association~~ Administration. The results of said checks shall be kept on record and be available for inspection by Sheboygan County.

(5) The Operator shall maintain at the Sheboygan County Memorial International Airport adequate hangaring for at least one (1) of its aircraft used for said service.

(6) The Operator shall provide adequate facilities and personnel for the maintenance of all aircraft used in its scheduled operations to or from the Sheboygan County Memorial International Airport or contract for such maintenance with an Federal Aviation ~~Association~~Administration-approved repair station, excepting for emergency repairs or maintenance, in which event Federal Aviation ~~Association~~Administration-licensed airframe and power plant mechanics or such competent personnel as may be available may be used in said emergency to perform said work.

(7) In connection with providing said service, the Operator shall:

- A. ~~p~~P Provide at other terminals on all flights serving Sheboygan County Memorial International Airport, adequate facilities and conveniences for ~~Sheboygan~~ passengers; and

- B. ~~m~~M Maintain on-duty at ~~Sheboygan the airport~~, at least one (1) person employed for the purpose of servicing airline customers at least eight (8) hours per day every weekday and on Saturday, Sunday, and holidays such personnel as may be required based on the service provided; and

- C. ~~a~~A At all points served on flights to or from ~~Sheboygan the airport~~ maintain sufficient personnel for servicing the airline customers; and

- D. ~~e~~E Conduct operations in accordance with an operation manual approved by the Federal Aviation Administration; and

- E. ~~p~~P Provide a minimum of three (3) round trips per weekday and such flights as may be required for the service provided on Saturday, Sunday, and holidays between ~~Sheboygan the airport~~ and a specific terminal point and which schedule must be maintained except for mechanical or weather delays. The minimum daily flights shall not apply to service involving cargo only, and in said service a minimum of two (2) flights per day shall be required; and

- F. ~~t~~T The Operator shall carry and keep in force public liability insurance covering personal injury and property damage and such other insurance as may be necessary to protect Sheboygan County from such claims and accidents; and without limiting its liability the Operating-Operation shall keep in force such insurance with limits of liability for personal injury in the sum of not less than One Million Dollars (\$1,000,000.00) single limit per incident and the Operator shall furnish the County with present certification that such insurance is in force and it shall keep such certification current.

(8) The Operator shall have a net worth as may be established by competent evidence that Operator has the financial ability to operate for a period of one (1) year on the routes, rates, and schedules proposed.

- ~~Information from applicants:~~
- ~~Names and addresses of owners or more than ten percent (10%) of applicant, if corporate structure is involve;~~
- ~~Name and address of person responsible for service at Sheboygan;~~
- ~~Names and addresses of officers;~~
- ~~Routes and schedules proposed to be flown to or from Sheboygan;~~

- ~~Copy of operating authority issued by the federal government and the operating authority if any issued by the State of Wisconsin;~~
- ~~Current balance sheet and profit and loss statement (upon request by applicants, information concerning finances, routes, schedules, and rates will be treated confidentially and will under no circumstances be released or made available to anyone other than the appropriate County Board Committee and Corporation Counsel).~~

#### 64.11 SPECIALIZED COMMERCIAL FLYING SERVICES.

(a) Statement of Concept. A "Specialized Commercial Flying Services Operator" is a person or persons, firm, or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:

- (1) Crop-dusting, seeding, spraying, chemical coverages, and bird-chasing;
- (2) Banner-towing and aerial-advertising;
- (3) Aerial photography or survey;
- (4) Fire fighting;
- (5) Power line or pipe line patrol;
- (6) Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

(b) Minimum Standards.

(1) The Operator shall lease land from the County and erect a building sufficient to accommodate all activities and operations proposed by the Operator. The minimum areas in each instance shall be subject to the approval of the ~~County of Sheboygan~~ County Transportation Committee. In the case of crop dusting or aerial application, the Operator shall make suitable arrangements and have such space available in his leased area for safe loading and unloading and storage and containment of noxious chemical materials. All Operators shall demonstrate that they have the availability of aircraft suitably equipped for the particular type of operation they intend to perform.

(2) The Operator shall provide and have based on Operator's leasehold, either owned, or under written lease to Operator, not less than one (1) aircraft which will be airworthy, meeting all the requirements of the Federal Aviation Administration and applicable regulations of the State of Wisconsin with respect to the type of operations to be performed.

In the case of crop dusting or aerial application, Operator shall provide tank trucks for the handling of liquid spray and mixing liquids. Operator shall also provide adequate ground equipment for the safe handling and safe loading of dusting materials.

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

- A. Aircraft Liability: \$1,000,000 combined single limit, including passengers, minimum.
- B. Airport Liability: \$3,000,000 single limit, premises; \$1,000,000 single limit.
- C. Hangar Keepers and/or Products Liability: A sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises or value of the equipment to be serviced.

D. Where applicable, Tenant shall maintain pollution liability insurance covering its liability for bodily injury, property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant clean-up and/or remediation costs arising out of the occupancy and use of the premises. Combined single limit bodily injury, property damage, environmental liability, and clean-up/remediation shall not be less than \$500,000 in the annual aggregate.

(4) The Operator must provide by means of an office or a telephone, a point of contact for the public desiring to utilize Operator's services.

(5) The Operator shall have in Operator's employ and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner, but never less than one (1) person holding a current Federal Aviation Administration commercial certificate, properly rated for the aircraft to be used and the type of operation to be performed and one (1) other person to assist in the loading and servicing of aircraft.

#### 64.12 MULTIPLE SERVICES.

(a) Statement of Concept. A "Multiple Services Operator" shall be one who engages in any two (2) or more of the aeronautical services for which minimum standards have been hereinbefore provided.

(b) Minimum Standards (combinations not including fuels and oil dispensing service).

(1) ~~For new construction, the~~ Operator shall lease from Sheboygan County an area not less than 33,000 square feet of ground space (23,000 for repair shop only combinations) for aircraft storage, parking, and other use in accordance with the services to be offered and on which shall be erected a building to provide at least 6,500 square feet (6,000 square feet for repair shop only combinations) for aircraft storage and at least 1,500 square feet (1,000 square feet for repair shop only combinations) of floor space for office customer lounge, rest room, parts storage, and small machines, which shall be properly heated and lighted, ~~and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.~~

If flight training is one of the multiple services offered, the Operator shall provide classroom and briefing room facilities in the aforementioned building.

If crop-dusting, aerial application, or other commercial use of chemicals are part of the multiple services offered, the Operator shall provide a centrally drained, paved area of not less than 2,500 square feet for aircraft loading, washing, and servicing. Operator shall also provide for the safe storage and containment of noxious chemical matters. Such facilities will be in a location on the Sheboygan County Memorial International Airport which will provide the greatest safeguard to the public.

The Operator shall provide ~~auto~~-parking spaces within the leased area to accommodate at least fifteen (15) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's taxiway that has been or will be provided for the Operator.

(2) The Operator shall comply with the aircraft requirements including the equipment thereon for each aeronautical service to be performed except as hereinafter provided.

**Commented [DB3]:** What does this mean? Should it be paved?

Multiple uses can be made of all aircraft except aircraft used for crop-dusting, aerial application or other commercial use of chemicals.

The Operator, except if the Operator is performing combinations of multiple services for which aircraft are not required, shall have available and based at the Sheboygan County Memorial International Airport, either owned by Operator or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft. These aircraft shall be equipped and capable of flight to meet the minimum standards as hereinbefore provided for each aeronautical service to be performed.

The Operator shall provide the equipment and services required to meet the minimum standards as hereinbefore provided for each aeronautical service the Operator is performing.

(3) The Operator shall obtain, as a minimum, that insurance coverage which is equal to the highest individual insurance requirement of all the aeronautical services being performed by Operator.

(4) The Operator shall adhere to the hours of operation required for each aeronautical service being performed.

(5) The Operator shall have in Operator's employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards for each aeronautical services Operator is performing as hereinabove provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator, except such multiple responsibilities may not be assigned to the Federal Aviation Administration certificated repair stations.

64.13 GENERAL REQUIREMENTS.

(a) Buildings.

(1) The minimum space requirements as hereinbefore provided shall be satisfied with one (1) building, attached buildings, or separate buildings.

(2) The hangar buildings hereafter constructed shall have at least one (1) door with the following minimum dimensions:

<u>Floor Space of Hangar Building</u>	<u>Door Width Clear Area</u>	<u>Door Height Clear Area</u>
Under 2400 sq. feet	40 feet	12 feet
2400-4000 sq. feet	58 feet	12 feet
Over 4000 sq. feet	58 feet	15 feet

(b) All personnel hereinbefore required to hold Federal Aviation Administration certificates and ratings shall maintain such certificates and ratings.

64.14 LEASE CLAUSES.

(a) Premises to be Operated for Use and Benefit of Public. Lessee agrees to operate the premises leased for the use and benefit of the public.

(1) To furnish good, prompt, and efficient service adequate to meet all the demands for its service at the Airport.

(2) To furnish said service on a fair, equal, and non-discriminatory basis to all users thereof.

(3) To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service provided that the lessee may be allowed to make reasonable and

non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(b) Non-Discrimination Clause. The lessee and lessee's agents and employees will not discriminate against any person or class of persons by reason of race, religion, creed, color, national origin, physical disability, ~~sex~~, age, marital status, ancestry, arrest or conviction record, membership in the military, or sexual orientation in providing any services or in the use of any of its facilities provided for the public in any manner prohibited by Part 15 of the Federal Aviation Regulations.

The lessee further agrees to comply with such enforcement procedures as the United States might demand that the lessor take in order to comply with the Sponsor's Assurances.

(c) Aircraft Service by Owner or Operator of Aircraft. It is clearly understood by the lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair that it may choose to perform).

(d) Non-Exclusive Rights Clause. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

(e) Development of Sheboygan County Memorial International Airport Clause. 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 the lessee and without interference or hindrance. If the physical development of the Airport requires the relocation of the lessee, the lessor agrees to provide a comparable location and agrees to relocate all buildings or provide similar facilities for the lessee at no cost to the lessee.

(f) Lessor's Right Clause. 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.

(g) War or 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 ~~G~~government if so requested ~~by it~~ for military or naval use, and if 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.

(h) Obstructions at Sheboygan County Memorial International Airport. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of 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 the lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(i) Subordination Clause. This lease shall be subordinate to the provisions of any existing or future agreement between lessor and the United States 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 funds for the development of the Airport.

(j) General Lease Provisions.

(1) All leases between Sheboygan County and an operator covering the performance by an operation of any aeronautical service as hereinbefore provided shall be in writing.

(2) Lessee shall provide a performance bond insuring the completion of the building to be erected on the leasehold.

(3) Lessee shall furnish such evidence as may be reasonably requested by Sheboygan County to show the Lessee is financially capable of providing the services and facilities set forth in the lease.

(4) In the event a business is desired to be conducted from the leased hangar area and the business might not otherwise meet the size requirements outlined in this Chapter or elsewhere in this Code, the Airport ~~Manager~~Superintendent, in conjunction with the Airport Advisory Committee shall nevertheless review for approval a request for a hangar lease within the hangar area. When both feel the business can be conducted in a manner acceptable to the proper operations of Airport business, a recommendation will be presented to the Transportation Committee for its approval and action subject to applicable zoning and land use regulations.

64.15 LEASE PROPOSAL REQUIREMENTS. Sheboygan County will not accept a request to lease land area at the Sheboygan County Memorial International Airport unless the request is a written proposal which sets forth the scope of operation to be performed and shall include the following:

- (a) The services to be offered.
- (b) The amount of land to be leased.
- (c) The building space to be constructed or leased.
- (d) The number of aircraft to be provided.
- (e) The number of persons to be employed.
- (f) The hours of proposed operation.
- (g) The number and types of insurance coverage to be maintained.
- (h) Evidence of financial capability to perform and provide the proposed services and facilities.
- (i) Where applicable, the following:
  - 1. Names and addresses of owners of more than ten percent (10%) of applicant, ~~if corporate structure is involved~~ any corporate lessee.
  - 2. Name and address of person responsible for service at Sheboygan County Memorial International Airport.
  - 3. Names and addresses of corporate officers.
  - 4. Routes and schedules proposed to be flown to or from Sheboygan County Memorial International Airport.
  - 5. Copy of operating authority issued by the Federal Government and the operating authority, if any, issued by the State of Wisconsin.
  - 6. Current balance sheet and profit and loss statement (upon request by applicant, information concerning finances, routes, schedules, and rates will be treated confidentially and will under no circumstances be released or made available to anyone other than the appropriate County Board Committee and Corporation Counsel).

64.16 FLYING CLUBS. The following requirements pertain to all flying clubs desiring to base their aircraft at the Airport and be exempt from the minimum standards.

- (a) Flying Club Organizations. Each ~~C~~lub must be a non-profit Wisconsin corporation or partnership. Each member must be a bona fide owner of the aircraft or a stockholder in the corporation. The ~~C~~lub may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance, and replacement



of its aircraft. The Cclub will file and keep current with the Airport owner a complete list of the Cclub's membership and investment share held by each member.

(b) Aircraft. The Cclub's aircraft will not be used by other than bona fide members for rental and by no one for hire, charter, or air taxi. Student instruction can be given by a lessee based at the Airport who provides flight training.

(c) Violations. In the event the Cclub fails to comply with these conditions, the Airport owner will notify the Cclub in writing of such violations. If the Cclub fails to correct the violation in fifteen (15) days, the Airport owner may take any action deemed advisable by the owner.

(d) Insurance. Each aircraft owned by the Cclub must have aircraft liability insurance coverage for the following amounts:

(1) Aircraft Liability: \$1,000,000 combined single limit, including passengers, minimum.

(2) Airport Liability: \$3,000,000 single limit, premises; \$1,000,000 single limit.

64.17 GENERAL INSURANCE REQUIREMENTS. All insurance requirements under this Chapter are to be considered minimums. All persons required to provide insurance under this Chapter shall furnish such proof of insurance in such form as the Transportation Committee deems appropriate.

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History:

CHAPTER 65  
AIRPORT ADVISORY COMMITTEE

- 65.01 CREATION OF COMMITTEE
- 65.02 COMMITTEE PURPOSE
- 65.03 MEMBERSHIP
- 65.04 APPOINTMENTS TO THE COMMITTEE
- 65.05 DUTIES

65.01 CREATION OF COMMITTEE. There is hereby created a committee to be known as the Airport Advisory Committee.

65.02 COMMITTEE PURPOSE. The purpose of the Committee is to serve as a resource to provide public input with regard to the Sheboygan County Memorial International Airport "operational matters," which term shall be construed in its broadest manner.

65.03 MEMBERSHIP. The Committee shall consist of ten (10) members which members shall represent the following:

- (a) Two (2) members from the County Board Transportation Committee;
- (b) One (1) member from the Town Board of the Town of Sheboygan Falls or such other designee as appointed by the Town Board;
- (c) One (1) member representing the corporate business community who owns a hangar at the Airport;
- (d) One (1) member representing the private hangar owners;
- (e) One (1) member who is an aircraft owner who rents hangar or tie-down space at the Airport;
- (f) One (1) member who represents the Sheboygan Area Chamber of Commerce;
- (g) One (1) member representing the Fixed Base Operator;
- (h) One (1) member representing the largest private user of Airport services as determined by the Airport Superintendent; and
- (i) One (1) member representing the operator of the Aviation Heritage Center.

In addition to the above, a representative from the Airport Department-Division shall serve on the Committee as a resource person but shall not have any voting rights.

65.04 APPOINTMENTS TO THE COMMITTEE. Appointments to the Committee shall be made by the County Board Chairperson as to Transportation Committee members and the County Administrator as to public members from a list of names submitted by the County Board Committee responsible for operation of the airport and subject to confirmation by the County Board. The initial appointments shall be made so that one-half of the members shall serve a one-year term and one-half shall serve a two-year term. Thereafter, each member shall serve a two-year term unless a vacancy is created, and, in such event, appointments to fill the vacancy shall be for the remainder of the term being filled.

65.05 DUTIES. The Committee shall meet periodically to obtain public input as to Airport procedures and operational matters. The Committee shall also advise the Transportation Committee and make recommendations with regard to the maintenance and operation of the Airport. So that its members may not have any personal liability, the Committee shall have no authority other than to consult, advise, and recommend as to the above matters.



**(1 Qty) D/F Between Pole New 8'-6" x 6'-8" SIGN**

**County of Sheboygan N 6193 Resource Dr  
Sheboygan, WI 53085**



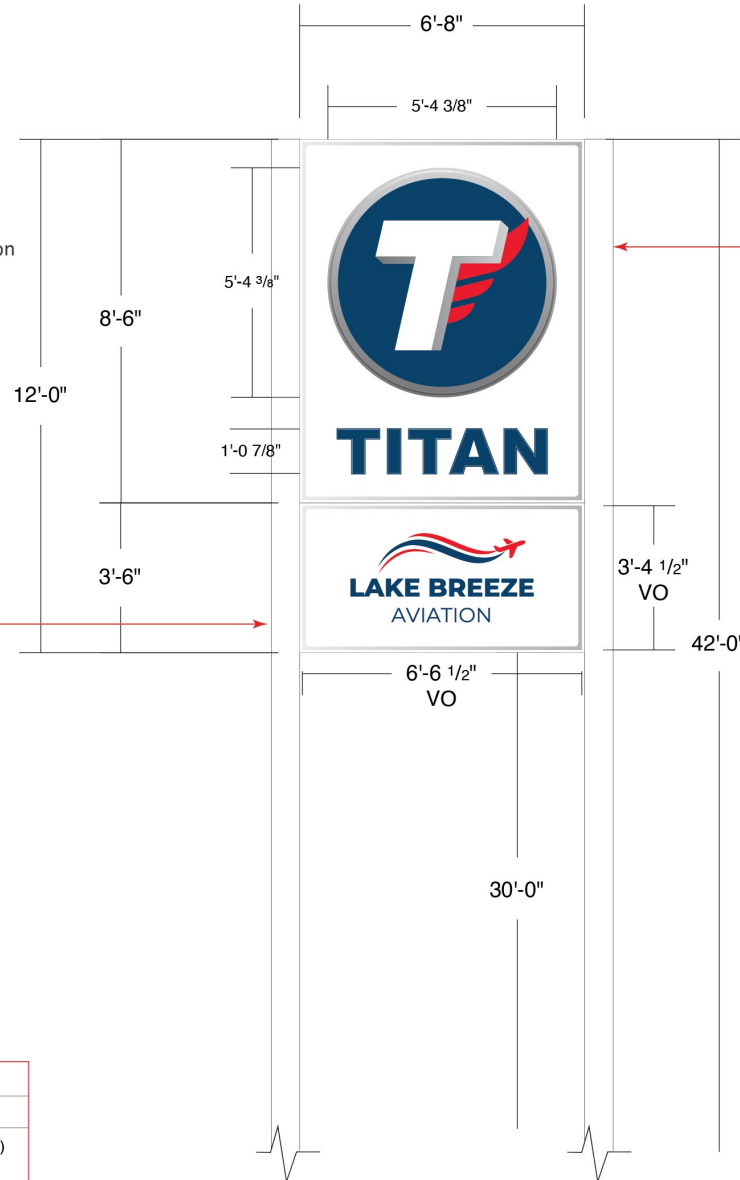
**8'-6" x 6'-8"**

Pan Formed and Clear Poly Face  
All Graphics 2nd Surface DEProduction  
White Retainers and Cabinet  
(MAP-LVS202 White)

**Titan Copy and Circle Logo**  
Step-In Embossed @ 1/2"

Color to Clear Poly	
DEProduction	
Digital File Name	New102x80.ai
Illumination	YES
Surface	2nd
Print To	Poly
Lamination	NO
Contour Cut	NO
Backspray White	NO
BackScreen White	NO
Digital White	YES
Distortion Required	YES
Color Match	YES
Color Build Required	NO
NOTES:	Dualite Titan Benchmark Color Print

Color to Clear Poly	
DEProduction	
Digital File Name	23-12-974.ai
Illumination	YES
Surface	2nd
Print To	Poly
Lamination	NO
Contour Cut	NO
Backspray White	NO
BackScreen White	NO
Digital White	YES
Distortion Required	NO
Color Match	NO
Color Build Required	NO
NOTES:	



**Sketch No.**  
**23-12-947-N-TITAN-A2**

**Customer Signature**

**Scale: 1/4" = 1' - 0"**

**Date: 12-27-2023**

Dualite Sales & Service, Inc.  
WILLIAMSBURG, OHIO · CEDAR HILL, TEXAS

Dualite Sales & Service, Inc.  
One Dualite Lane  
Williamsburg, Ohio 45176

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Note: Dimensions are Approximate and Subject to Change Pending Review by Dualite Engineering.

**TITAN COLOR SPECS**



Lake Breeze info
<b>RETAINER:</b> (RVI) 3/4" PMS White
<b>FACE:</b> pan formed (UV polycarbonate) 2nd surface DEProduction
<b>DRAFT:</b> 5 degree

## INDIVIDUAL AIRCRAFT HANGAR LEASE

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of December, 2023, by and between the **COUNTY OF SHEBOYGAN**, State of Wisconsin, hereinafter called "**LESSOR**" and **CARL SCHWIBINGER** and 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 G133, Individual Hangar Area, Map "A", Chapter 61, Sheboygan County Code of Ordinances. (N6046 Resource Drive, Sheboygan Falls, Wisconsin).

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 2024, the first payment due on January 1, 2024 and on January 1 of each year thereafter for the leased premises which contains a total of four thousand two hundred (4,200) 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:

40'-8" wide × 48'-4" deep individual aircraft hangar with roof peak height not to exceed 24'-0". Building color shall be compatible with existing hangars on Lots 7 through 31 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 Taxilanes "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 Manager 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

\_\_\_\_\_  
Thomas Wegner, Chairperson

\_\_\_\_\_  
Roger Te Stroete, Vice-Chairperson

\_\_\_\_\_  
Al Bosman, Secretary

\_\_\_\_\_  
Jacqueline Veldman

\_\_\_\_\_  
Jon Kuhlow

**LESSEE**

\_\_\_\_\_  
**CARL SCHWIBINGER**  
P.O. Box 36  
Plymouth, WI 53073

## INDIVIDUAL AIRCRAFT HANGAR LEASE

**THIS AGREEMENT**, entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the **COUNTY OF SHEBOYGAN**, State of Wisconsin, hereinafter called "**LESSOR**" and **DANIEL DOMINGUEZ**, 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 G233, Individual Hangar Area, Map "A", Chapter 61, Sheboygan County Code of Ordinances. (N6055 Resource Drive, Sheboygan Falls, Wisconsin) NOTE: Lot Size 80' x 80'.

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 2024, the first payment due upon signing of the prorated amount from January 1, 2024 through December 31, 2024, and subsequent annual payments payable on January 1 of each year thereafter for the leased premises which contains a total of six thousand four hundred (6,400) 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:

70' wide × 70' deep individual aircraft hangar with roof peak height not to exceed 24'-0". Building color shall be compatible with existing hangars on Lots 7 through 31 as approved by the Airport Superintendent.

A. **Construction Schedule.** If there is no hangar on the lot, **LESSEE** agrees to commence hangar construction on or before \_\_\_\_\_ of \_\_\_\_\_, 2024, with completion within six (6) months thereafter. All construction shall conform to the building code requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinances in effect. All plans for such buildings or structures shall be reviewed and approved in writing by **LESSOR** prior to construction.

B. **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**.

C. **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.

D. **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.

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

**F. 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.

**G. 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 property of **LESSEE** which is assessed as real property under Wis. Stat. § 70.13(3) 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 Taxilanes "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

\_\_\_\_\_  
Thomas Wegner, Chairperson

\_\_\_\_\_  
Roger Te Stroete, Vice-Chairperson

\_\_\_\_\_  
Al Bosman, Secretary

\_\_\_\_\_  
Jacqueline Veldman

\_\_\_\_\_  
Jon Kuhlow

**LESSEE**

\_\_\_\_\_  
**Daniel Dominguez**  
1784 High View Court  
Sheboygan, WI 53083



**LEASE AGREEMENT  
WITH AIRWORTHY AVIATION, LLC**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **SHEBOYGAN COUNTY** (hereinafter referred to as Lessor), and **AIRWORTHY WI, LLC**, (hereinafter referred to as Lessee);

**PRELIMINARY STATEMENTS:**

**WHEREAS**, Lessor owns and operates an airport known as the Sheboygan County Memorial Airport and, as Lessor, is desirous of leasing to Lessee certain premises hereinafter more fully described located on said Airport together with the right to use and enjoy individually and in common with others the facilities referred to; and

**WHEREAS**, Lessee may engage in the business of repairing and servicing of aircraft airframes, engines, instruments, propellers, and accessories in connection with said business in compliance with the terms of this Lease Agreement and Chapter 64 of the Sheboygan County Code; and

**WHEREAS**, Lessee desires to lease said property and rights from Lessor.

**NOW, THEREFORE**, for and in consideration of events, covenants, and agreements herein contained, Lessor does hereby lease to Lessee the following premises, rights, easements, and obligations on and to the Airport under the following terms and conditions:

**1. Premises Leased.**

A. Lessor does hereby lease to Lessee the following described portions of the hangar at N6185 Resource Drive, Sheboygan Falls, Wisconsin for Lessee's exclusive use:

(1) Shop floor space of 3,278 square feet and office, parts, bathroom and hallway areas totaling 1,240 Square feet.

B. Lessee shall have the right to use the premises to operate a business repairing and servicing of aircraft airframes, engines, instruments, propellers, and accessories in connection with the business.

**2. Term.** The term of this Lease shall be for a period of one (1) year commencing on February 1, 2024 ("Commencement Date"). Provided the Lessee is not in default under the Lease, the Lease will automatically renew for one (1) year unless either party gives the other sixty (60) days written notice to terminate.

### **3. Rent and Other Financial Obligations**

- A. Rent for the leased premises shall be \$1640.00 per month and shall be paid in advance on or before the first of the month beginning February 1, 2024.

After the first year, rent shall be subject to re-examination and readjustment by Lessor each year with notice of any readjustment by Lessor to be provided to Lessee not later than ninety (90) days prior to the Commencement Date. Lessor may adjust these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any Aircraft Engine and Airframe Maintenance and Repair Operator.

- B. Lessee shall be responsible for other payments and fees relating to the operation of the business including all required taxes. Such payments shall be made in a timely manner. Under no circumstances shall Lessor be responsible for payment of any taxes or bills owed by Lessee.
- C. Lessee shall be responsible for 35% of the utility bills for N6185 Resource Drive, which is the total square footage leased to Lessee as a percentage of the overall square footage of the hangar receiving metered utilities. Lessor shall provide Lessee with the amount due based on prior month usage and such payment shall be made with the following month's rental payment.

### **4. Insurance**

- A. Lessee shall maintain in full force and effect a policy of comprehensive liability insurance issued by a company licensed to do business in Wisconsin and shall insure Lessee for aircraft liability in the amount of \$1,000,000.00, combined single limit; and airport liability in the amount of \$1,000,000.00 single limit, premises plus \$1,000,000.00 single limit, products/completed operations no sub limit; Lessee shall also provide a policy of insurance hangar keepers and/or products liability in a sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises or value of equipment to be serviced. The policy of insurance shall be approved by the Sheboygan County Corporation Counsel prior to filing with the County Clerk. The policy of insurance shall contain a provision that it may not be canceled before the expiration of its term except upon thirty (30) days' written notice to the County Clerk of Sheboygan County. The

cancellation or other termination of any insurance policy issued in compliance with this Section shall automatically terminate the Lease unless another policy has been filed and approved pursuant to this Section and in effect at the time of such cancellation or termination.

- B. Lessee agrees to hold Lessor harmless from and indemnify against loss from each and every claim and demand of whatever nature made on behalf of or by any person or persons from any wrongful, careless, or negligent act or omission on the part of Lessee, his agents, and employees and from all loss and damages by reason of such acts or omissions.

## **5. Use of Premises**

- A. The premises leased to Lessee shall be used and occupied solely for the purpose of operating the business described in Section I and no other. Lessee may not perform any service or business on the Airport grounds unless such service or business is included in this Agreement, or amendments thereto, or otherwise approved by the Sheboygan County Transportation Committee. The property cannot be sublet or divided without the prior written permission of Lessor.
- B. Lessee may not park any vehicles, trailers, motor homes, mobile homes, or any other vehicle or trailer on the leased premises without prior written approval of Lessor.
- C. Lessee shall have non-exclusive use in common with others of Airport automotive parking areas, appurtenances, and improvements thereon.
- D. Lessee shall have the right to install, operate, maintain, repair, and store, subject to approval of Lessor, in the interest of safety and convenience of all concerned all equipment necessary for the conduct of Lessee's business.
- E. Lessee shall have the right to maintain and operate a repair shop for the repairing and servicing of aircraft airframes, engines, instruments, propellers, and accessories in connection with said business upon Lessee's premises.
- F. Lessee shall abide by any and all rules, requirements, or mandates imposed on Lessor by the Federal Aviation Agency or any other agency or branch of the federal or state government.

## **6. Lessor Rights and Responsibilities**

- A. Lessor shall provide to Lessee the rights in common with others authorized to use common areas of the Airport including runways, taxiways, aprons, roadways, flood lights, landing lights, signals, and other conveniences for the takeoff, flying, and landing of aircraft of Lessee, if applicable.
- B. Lessor shall provide the right of ingress to and egress from the leased premises which shall be limited to streets, driveways, or sidewalks designated for such purposes by Lessor, which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
- C. Lessor shall extend to Lessee the same fire and police protection extended to other tenants and facilities at the Airport. Lessor shall also provide snow removal services to Lessee up to five (5) feet from the aircraft hangar door.
- D. Lessor reserves the right to enter upon the premises at any reasonable time upon 12 hours prior notice 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 Agreement. Before providing notice of inspection, Lessor will use reasonable efforts to coordinate a mutually agreeable time for the inspector with Lessee. In the event of an emergency threatening the condition of the premises, Lessor may enter the premises immediately.
- E. Lessor reserves the right to further develop or improve the landing area of the Airport as it, in its sole discretion, deems appropriate regardless of the desires or view of Lessee.
- F. 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.
- G. During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee for his business operation, the rent shall abate and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.
- H. During a time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the U.S. government. If 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.

- I. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or Lessor and 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 funds for the Airport.
- J. Lessor shall keep the foundation, bearing walls, exterior walls, roof, and any other structural portions of the Property in proper repair, and make repairs to the HVAC or electrical components as necessary during the Lease or any renewal or extension thereof. Lessee shall be responsible for minor repairs and maintenance as described in Section 7.H. below.

## **7. Lessee's Rights and Responsibilities**

- A. Lessee may not at any time during the term of this Lease assign, hypothecate, sublease, or transfer in any way this Lease or any interest therein with the prior written consent of Lessor.
- B. Lessee agrees to operate the premises leased for the use and benefit of the public. Lessee further agrees to:
  - (1) Furnish good, prompt, and efficient service to meet all of the demands for its service at the Airport;
  - (2) Furnish said service on a fair, equal, and non-discriminatory basis for all users;
  - (3) To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service, provided that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reduction to volume purchasers.
- C. Lessee agrees that no outdoor signs or advertising matter may be placed on the premises without the consent of Lessor.
- D. Lessee agrees to maintain operations pursuant to a schedule of hours which shall be filed with and approved by Lessor. Hours of operation shall not be reduced below the minimum scheduled hours without the written consent of Lessor. Lessee

agrees that the schedule of operation hours shall be subject to review on an annual basis.

- E. Lessee agrees to comply with the minimum standards of Sheboygan County Code Section 64.04:
- (1) The Lessee shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the Federal Aviation Administration as an approved aircraft maintenance repair facility (FAR Part 91).
  - (2) The Lessee shall have the premises open and services available eight (8) hours daily, five (5) days each week.
  - (3) The Lessee shall have in Lessee's employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed and who holds an airframe, power plant, or an aircraft inspector rating, and one (1) other person not necessarily rated.
  - (4) The Lessee shall make provision for someone to be available at all times during the required operating hours.
- F. Lessee shall be responsible for snow removal within five (5) feet of the aircraft hangar door and the sidewalk leading to the west entrance of the leased premises.
- G. Lessee shall comply with all applicable provisions of Chapters 61, 62, 63, 64, and 65 relating to the airport.
- H. Lessee shall be responsible for repairs and maintenance affecting only Lessee's portion of the hangar, including overhead door, lighting, plumbing and fixture replacement.
- I. Lessee may make improvements to the premises after receiving approval from the Airport Superintendent. Any such improvements shall inure to the benefit of Lessor upon the termination of this lease and Lessee shall not be entitled to an offset in rental payments or other monetary compensation for improvements so made.

## 8. Termination of Agreement

- A. Lessor may terminate this Lease before the term specified herein under any of the following occurrences:
- (1) If Lessee fails to pay the rent or use charges hereunder within thirty (30) days after same shall become due;
  - (2) If Lessee fails to pay all taxes or assessments that may be levied against the personal property of the Lessee.
  - (3) If Lessee violates any of the restrictions in this Lease or fails to keep any of its covenants after written notice to cease such violations and subsequent failure to correct such violation within thirty (30) days after receipt of said notice;
  - (4) In the event Lessee shall file any petition for voluntary bankruptcy or shall have filed against him or her an involuntary petition for bankruptcy.

## 9. Arbitration

Any and every dispute arising out of or relating to this Agreement and any claim affecting its validity, construction, effect, performance, or termination shall be determined by binding arbitration conducted in Sheboygan, Wisconsin, and shall be administered by the American Arbitration Association ("AAA") under its then-effective commercial arbitration rules to the extent such rules do not conflict with this Lease. The arbitrators shall only have authority to award compensatory damages, arbitration costs, declaratory relief, and permanent injunctive relief if applicable and consistent with the terms of this Lease. Each party to the arbitration shall bear its own costs. In the event a party seeks emergency injunctive relief from a court of competent jurisdiction, such action shall not constitute a waiver of the provisions of this Paragraph.

**IN WITNESS WHEREOF**, the parties have executed these presents and affixed their seals thereto.

**SHEBOYGAN COUNTY**  
**Lessor**  
 By Its Transportation Committee

**AIRWORTHY WI, LLC**  
**Lessee**  
 By

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Thomas Wegner, Chairperson

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Anthony C. Piechowski, Owner

Roger Te Stroete, Vice Chairperson

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Al Bosman, Secretary

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Jacqueline Veldman

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Jon Kuhlou



## NOTICE OF MEETING

### SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE

**January 8, 2023**

**9:30 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

Approval of Minutes: Transportation Committee Meeting – December 4, 2023

Review and Approve Vouchers

Approval of Members to Attend Meetings or Functions

Correspondence

#### **Airport/Highway**

- 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 2023 Airport Budget Adjustments
- Consideration of 2024 Budget Amendment for Fixed Based Operator
- Consideration of Sheboygan County Resolution No. \_\_\_ (2023-24) Re: Amending Chapters 61, 62, 63, 64 and 65 related to Airport Minimum Standards, Safety and the Airport Advisory Committee, and Naming of Sheboygan County Memorial International Airport
- Consideration of Airport Signage
- Consideration of New Individual Aircraft Hangar Lease with Carl Schwibinger for N6046 Resource Drive
- Consideration of New Individual Aircraft Hangar Lease with Daniel Dominguez for N6055 Resource Drive
- Consideration of New Individual Aircraft Hangar Lease with Airworthy WI, LLC for N6185 Resource Drive
- Consideration of Two Employees to Attend Bridge Refresher Training
- Discussion – Parking on PP
- 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, February 6, 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.

## SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE MINUTES

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

**December 4, 2023**

**Called to Order: 9:00 A.M.**

**Adjourned: 10:15 A.M.**

MEMBERS PRESENT: Thomas Wegner, Al Bosman, Jon Kuhlow, Roger Te Stroete, and Jackie Veldman

ALSO PRESENT in person: Bryan Olson, Matt Grenoble, Emily Stewart, Vernon Koch, Alayne Krause, Steve Hatton, Jeremy Fetterer, Crystal Fieber, and Amy Wieland

Chairman Wegner called the meeting to order at 9:00 a.m.

Chairman Wegner certified compliance with the open meeting law. The notice was posted at 3:30 p.m. on December 1, 2023.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve the minutes from November 6, 2023 as presented. Motion carried.

Supervisor Te Stroete made a motion and Supervisor Veldman seconded the motion to approve the vouchers. Motion carried.

Airport Superintendent Matt Grenoble updated the committee on current activities.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve Sheboygan County Resolution No. \_\_ (2023-24) Re: Granting Easement to Wisconsin Public Service Corporation for Sheboygan County Memorial Airport. Motion carried.

Supervisor Veldman made a motion and Supervisor Bosman seconded the motion to approve Naming the Fixed Based Operator. Motion carried.

The Committee discussed the potential purchase of property adjacent to the North Side Shed.

The Committee discussed approving a manure permit. The department will be doing more research and reevaluating the current permit process.

Supervisor Veldman made a motion and Supervisor Te Stroete seconded the motion to approve hiring above midpoint. Motion carried.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve equity adjustments. Motion carried.

Supervisor Te Stroete made a motion and Supervisor Bosman seconded the motion to approve a Table of Organization Change. Motion carried.

Supervisor Kuhlow made a motion and Supervisor Veldman seconded the motion to approve a Table of Organization Change. Motion carried.

Supervisor Te Stroete made a motion and Supervisor Bosman seconded the motion to order equipment from the 2025 Capital Outlay Budget. Motion carried.

Supervisor Te Stroete made a motion and Supervisor Kuhlow seconded the motion for the carryover of unexpended 2023 appropriations for 2024 for Airport and Highway. Motion carried.

Transportation Director Bryan Olson updated the committee on current activities for the Highway Department.

The next Transportation Committee meeting will be on January 8, 2024 at 9:30 a.m.

Motion by Supervisor Bosman and seconded by Supervisor Kuhlow to adjourn at 10:15 a.m. Motion carried.

Amy Wieland  
Recording Secretary

Al Bosman  
Committee Secretary

DRAFT



Sheboygan County  
 Department of Transportation – *Airport Division*  
*Bryan Olson, Transportation Director*  
 W5741 CTH J  
 Plymouth, WI 53073

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**To:** Chairman Tom Wegner and Members of the Transportation Committee  
  
**From:** Bryan Olson, Transportation Director *BO*  
 Matt Grenoble, Airport Superintendent *MG*  
 Emily Stewart, Business Manager *ES*  
  
**Date:** January 8, 2024  
  
**Re:** 2023 Budget Adjustments for Transportation Department – Airport Division

The Transportation Department – Airport Division is seeking your approval the following budget adjustments. Over budgeted expenses, primarily due to large repairs needed for equipment, are being offset by reduced spending in other accounts. Bipartisan Infrastructure Law (BIL) funding, which will no longer funnel through the Department budget, is offset by project costs not be incurred by the Department, and by the postponement of some projects.

ACCOUNT	ACCOUNT NAME	DEBIT	CREDIT
116.423675	Other State Payment	295,000	
116.453325	User Fee - Customs		10,250
116.511105	Wages	10,199	
116.511110	Overtime	5,934	
116.531105	Consulting	5,400	
116.531423	Inspections	3,100	
116.531815	Electric		14,792
116.531820	Natural Gas		4,000
116.532120	Grounds		138,221
116.532130	Plumbing		140,000
116.532145	Structural		55,634
116.532320	Auto Parts	23,000	
116.533105	Advertising		14,236
116.552115	Maint Serv - Electric	7,500	
116.552125	Highway Department	27,000	



Sheboygan County  
Department of Transportation – *Airport Division*  
*Bryan Olson, Transportation Director*  
W5741 CTH J  
Plymouth, WI 53073

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To: Chairman Tom Wegner and Members of the Transportation Committee

From: Bryan Olson, Transportation Director *BO*  
Matt Grenoble, Airport Superintendent *MG*  
Emily Stewart, Business Manager *ES*

Date: January 8, 2024

Re: Proposed 2024 Budget Amendment – Fixed Base Operations

The proposed 2024 budget amendment packet for Fixed Base Operations is being submitted for your review.

**Proposed Budget:** The Fixed Base Operations (FBO) budget relies on \$0 of County tax levy. Instead, the revenue sources are a mixture of fees for services and product sales. After factoring in operating expenses, the FBO will generate revenue on an annual basis.

**Highlights:** The FBO will open its doors on February 1<sup>st</sup>, 2024, and we expect to have a busy – and successful – year ahead. The Department plans to re-purpose existing spaces into updated, welcoming, and well-functioning areas for customer service, operations, and pilots and passengers. In conjunction with the fuel provider, we will embark on a comprehensive marketing campaign to ensure our tenants and visitors know that the County is poised to offer top-tier service.

**Performance Measures:**

- Providing competitive fuel prices
- Marketing
- Top-tier customer service
- Self-reliance of operations

**Project Goals:** We are eager to begin FBO services at the Airport, and will strive to exceed expectations in 2024. Thanks to the support of the County Board and of County leadership, we will have the tools in place to do everything we set out to do: provide competitive fuel prices, offer top-tier customer service, and operate without any reliance on the property tax levy. Our initial milestones include hiring support staff, performing building repairs and needed upgrades, training, and coordinating logistics with our fuel provider. To that end, a budget has been developed for the FBO that includes an anticipated gain at the end of the year. Retained earnings will then be used in subsequent years to further improve our operations and facilities, re-investing dollars back into the Airport.

**Staffing:** Included in our 2024 budget are 5.5 FTEs, 1 casual position, and 4 part-time employees.

Thank you for your support and leadership as we facilitate new growth and development at the Airport.

**Performance Measurements  
Fixed Base Operations  
Outcomes Based - Measuring/Assessing Programs**

<b>Measurement 1</b>
<b>Description of measurement</b>
Provide more competitive fuel prices.
<b>What is being gauged, measured?</b>
Price per gallon of JetA and 100LL aviation fuel to Airport customers.
<b>How is it being monitored/measured?</b>
Fuel prices will be established and closely monitored via specialized software in conjunction with the County's financial system.
<b>How is it enhancing our operations/success - is this what we are after?</b>
More competitive fuel prices translate to increased sales.
<b>Decisions made from the information</b>
The Department will regularly monitor and adjust fuel prices as needed, and decide what price points are most appropriate given other factors.
<b>Outcomes??</b>
The Fixed Base Operation will seek to receive positive fuel sales growth at the Airport.

<b>Measurement 2</b>
<b>Description of measurement</b>
Develop and increase awareness of the Fixed Base Operations at the Airport through marketing and awareness.
<b>What is being gauged?</b>
Visibility of the FBO operations to pilots and passengers, as well as visitors to Sheboygan County and its residents.
<b>How is it being monitored/measured?</b>
The share of people that are aware of County-owned and -operated Fixed Base Operations at the Airport.
<b>How is it enhancing our operations/success - is this what we are after?</b>
Improved visibility can translate to new economic development opportunities and general growth at the Airport.
<b>Decisions made from the information</b>
Where to invest its resources in targeted marketing and outreach efforts.
<b>Outcomes?</b>
The right marketing campaign, which will be conducted in partnership with the fuel provider, will improve visibility and open doors for economic growth at the Airport.

<b>Measurement 3</b>
<b>Description of measurement</b>
Offer top-tier customer service.
<b>What is being gauged, measured?</b>
Feedback of transient and based users at the Airport, along with that of the general public in Sheboygan County.
<b>How is it being monitored/measured?</b>
Increasing the share of positive input from pilots, the Airport Advisory Committee, passengers, and members of the public.
<b>How is it enhancing our operations/success - is this what we are after?</b>
The Fixed Base Operations at the Airport represent Sheboygan County government, and positive public perception is an important reflection of our local government.
<b>Decisions made from the information</b>
Where to direct its resources and focus when seeking to continuously meet and exceed its targeted measurements every year.
<b>Outcomes??</b>
The highest standards of customer service will lead to more growth and usership of the Airport as more pilots and passengers want to utilize a facility where they will be greeted warmly and treated positively.

<b>Measurement 4</b>
<b>Description of measurement</b>
Operate as a self-sufficient enterprise.
<b>What is being gauged, measured?</b>
The share of County tax levy utilized to subsidize FBO operations.
<b>How is it being monitored/measured?</b>
Through ongoing fiscal review via the County's financial system and annual budget development process.
<b>How is it enhancing our operations/success - is this what we are after?</b>
The FBO operations align with the County's overall goal of operating in a fiscally conservative manner.
<b>Decisions made from the information</b>
Any retained earnings from FBO operations can be re-invested into a County-owned facility.
<b>Outcomes??</b>
The FBO revenue can ultimately lead to a gain at the end of the year, with retained earnings that are available for investment in other targeted resources at the Airport.

**County of Sheboygan  
Proposed Budget  
For 2024**

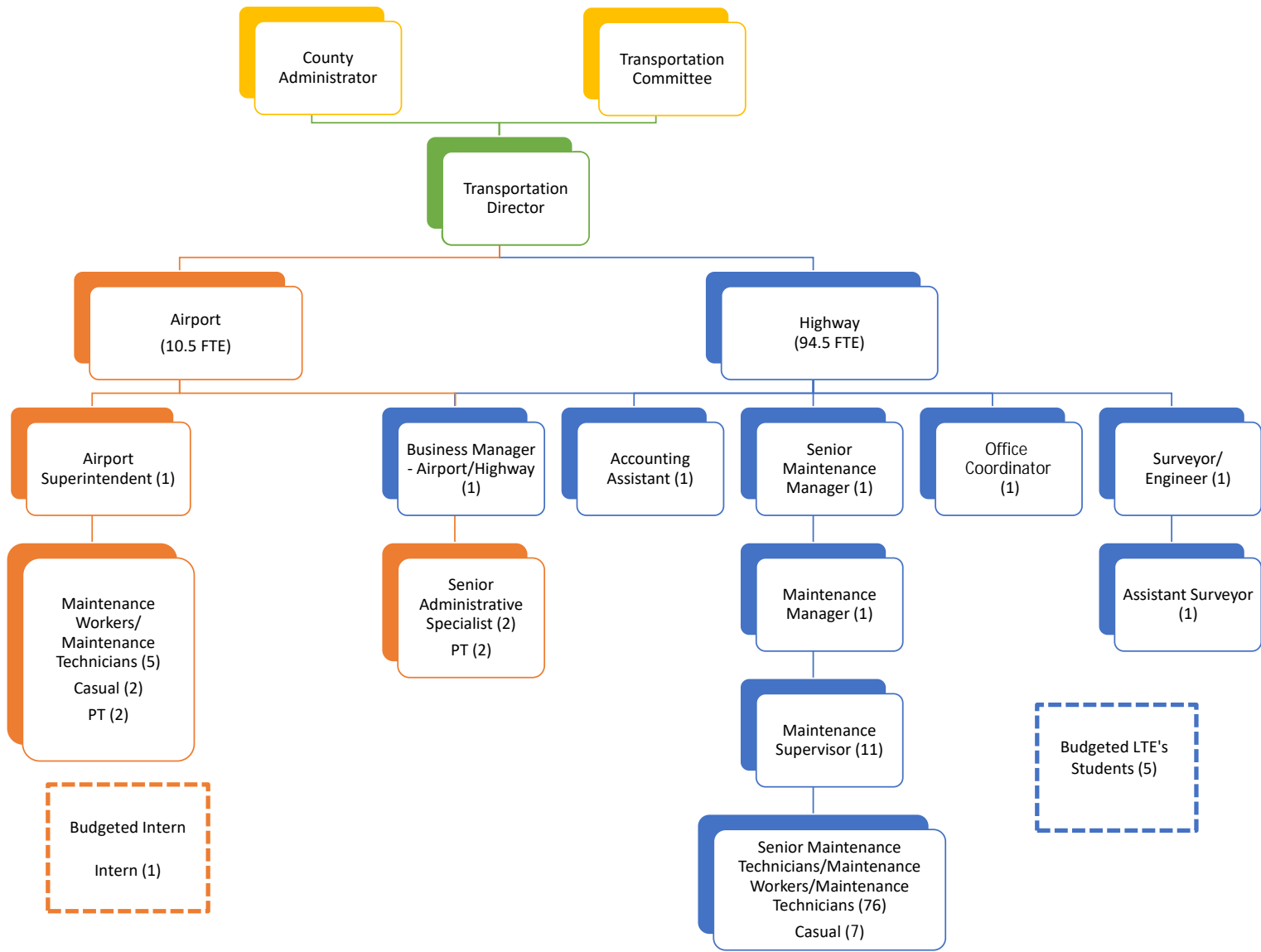
County Department Level 7

Description	Requested Amount	Projected Actual Annual	Actual YTD	Final Amount
400000 Revenues	-	-	-	-
411000 Property Tax Levy	-	-	-	-
453300 Airports	(122,155)	(122,155)	-	(122,155)
453310 Airport Hangar Fees	(34,950)	(34,950)	-	(34,950)
453330 User Fee - Special Events	-	-	-	-
453335 Overnight Fee - Airport	(10,950)	(10,950)	-	(10,950)
453336 Monthly Fee - Airport	(12,500)	(12,500)	-	(12,500)
453340 Fuel Sales: Jet A	(3,432,592)	(3,432,592)	-	(3,432,592)
453341 Fuel Sales: 100LL	(192,478)	(192,478)	-	(192,478)
462000 Rent Revenue	(20,948)	(20,948)	-	(20,948)
462100 Rent Revenue	(2,000)	(2,000)	-	(2,000)
500000 Expense/Expenditure	-	-	-	-
510000 Personnel Related Expenditures	-	-	-	-
511105 Regular	643,806	643,806	-	643,806
511105 Reg/sick Wages	24,510	24,510	-	24,510
512105 Social Security	29,458	29,458	-	29,458
512110 Retirement (Employer)	26,081	26,081	-	26,081
530000 Operating Expenses	-	-	-	-
533000 General Operating	47,113	47,113	-	47,113
533100 Advertising and Printing	4,500	4,500	-	4,500
533205 Mileage - Employee	50	50	-	50
533215 Meals - Employee	150	150	-	150
533220 Lodging - Employee	1,900	1,900	-	1,900
533235 Commercial Trans. - Employee	1,350	1,350	-	1,350
533245 Seminars and Training	1,010	1,010	-	1,010
533305 Membership Dues	947	947	-	947
533455 Licenses and Permits	400	400	-	400
533485 Fuel Flowage Fee	97,500	97,500	-	97,500
533505 General	3,000	3,000	-	3,000
533700 Office Supplies	40	40	-	40



533705	Office	300	300	-	300
533725	Postage	40	40	-	40
533810	Lubricants / Oil	100	100	-	100
533812	Aircraft Fluids	2,000	2,000	-	2,000
533825	Fuel - Gasoline	157	157	-	157
533830	Fuel - Diesel	12,020	12,020	-	12,020
533900	Other	22,800	22,800	-	22,800
533908	Miscellaneous Expenses	273,400		-	-
533940	Cost of Goods Sold	2,374,997	2,374,997	-	2,374,997
550000	Interdepartmental Charges	-	-	-	-
551105	Health Insurance	182,616	182,616	-	182,616
551110	Dental Insurance	1,813	1,813	-	1,813
551115	Group Life Insurance	225	225	-	225
551125	Worker Compensation Insurance	5,514	5,514	-	5,514
551905	General Liability Insurance	19,025	19,025	-	19,025
551916	Auto Collision	1,000	1,000	-	1,000
551917	Auto Mutual	1,000	1,000	-	1,000
551920	Property Insurance	3,000	3,000	-	3,000
551930	Deductible Escrow	100	100	-	100
552100	Repairs & Maintenance Charges	1,000	1,000	-	1,000
553105	Telephone	800	800	-	800
553115	Telephone - Long Distance	1	1	-	1
553150	Data Processing Services	5,000	5,000	-	5,000
563000	Building	6,000,000			
630000	Opt'g Transfers from Funds		-	-	-
631000	General Fund	(6,273,400)		-	-
700000	Other Financing Uses	-	-	-	-
	Net Position	(313,250)	(313,250)	-	(313,250)

**Sheboygan County Transportation Table of Organization**



**Sheboygan County Discretionary Fee Schedule**

Dept	Department	JDE Object Account	Fee	Current Charge	Proposed	% change	Unit	Date of Last increase	Prior Fee	Who can Approve Change
<b>Services</b>										
387	County Airport	387.453300	Handling Fee - Category 1	15.00			EACH			Liaison Committee
387	County Airport	387.453300	Handling Fee - Category 2	75.00			EACH			Liaison Committee
387	County Airport	387.453300	Handling Fee - Category 3	150.00			EACH			Liaison Committee
387	County Airport	387.453300	Handling Fee - Category 4	250.00			EACH			Liaison Committee
387	County Airport	387.453300	Handling Fee - Category 5	400.00			EACH			Liaison Committee
387	County Airport	387.453300	Handling Fee - Category 6	650.00			EACH			Liaison Committee
387	County Airport	387.453300	Ground Power Unit	55.00			HOUR			Liaison Committee
387	County Airport	387.453300	Lavatory	60.00			EACH			Liaison Committee
387	County Airport	387.453300	Potable Water	40.00			EACH			Liaison Committee
387	County Airport	387.453300	De-icing Service Charge	65.00			EACH			Liaison Committee
387	County Airport	387.453300	After Hours Call-out	100.00			EACH			Liaison Committee
387	County Airport	387.453300	Line Service	85.00			HOUR			Liaison Committee
<b>Ramp Parking</b>										
387	County Airport	387.453335	Monthly Ramp - Category 1	100.00			MONTH			Liaison Committee
387	County Airport	387.453335	Monthly Ramp - Category 2	300.00			MONTH			Liaison Committee
387	County Airport	387.453335	Monthly Ramp - Category 3	550.00			MONTH			Liaison Committee
387	County Airport	387.453335	Monthly Ramp - Category 4	750.00			MONTH			Liaison Committee
387	County Airport	387.453335	Monthly Ramp - Category 5	1,100.00			MONTH			Liaison Committee
387	County Airport	387.453335	Monthly Ramp - Category 6	1,500.00			MONTH			Liaison Committee
387	County Airport	387.453335	Overnight Ramp - Category 1	10.00			NIGHT			Liaison Committee
387	County Airport	387.453335	Overnight Ramp - Category 2	40.00			NIGHT			Liaison Committee
387	County Airport	387.453335	Overnight Ramp - Category 3	75.00			NIGHT			Liaison Committee
387	County Airport	387.453335	Overnight Ramp - Category 4	100.00			NIGHT			Liaison Committee
387	County Airport	387.453335	Overnight Ramp - Category 5	150.00			NIGHT			Liaison Committee
387	County Airport	387.453335	Overnight Ramp - Category 6	200.00			NIGHT			Liaison Committee
<b>Hangar Rental - #1 and #2</b>										
387	County Airport	387.453310	Overnight - Category 1	50.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 2	80.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 3	150.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 4	300.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 5	500.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 6	VARIABLES			NIGHT			Liaison Committee
387	County Airport	387.453310	Monthly	VARIABLES			MONTH			Liaison Committee
<b>Hangar Rental - Blue</b>										
387	County Airport	387.453310	Overnight - Category 1	50.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 2	80.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 3	150.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 4	300.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 5	500.00			NIGHT			Liaison Committee
387	County Airport	387.453310	Overnight - Category 6	VARIABLES			NIGHT			Liaison Committee
387	County Airport	387.453310	Monthly	VARIABLES			MONTH			Liaison Committee
<b>Fuel</b>										
387	County Airport	387.453340	Aviation Fuel - JetA	VARIABLES			GALLON			Staff
387	County Airport	387.453341	Aviation Fuel - 100LL	VARIABLES			GALLON			Staff
<b>Products</b>										
387	County Airport	387.453300	De-icing Type I	24.00			GALLON			Staff
387	County Airport	387.453300	De-icing Type IV	29.00			GALLON			Staff
387	County Airport	387.453300	Pilot Supplies	VARIABLES			EACH			Staff
387	County Airport	387.453300	Oil	VARIABLES			QUART			Staff



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Opposed to Introduction:

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Countersigned by:

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Vernon Koch, Chairperson

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January 5, 2024, draft

CHAPTER 61  
SHEBOYGAN COUNTY MEMORIAL INTERNATIONAL AIRPORT

- 61.01 OPERATION OF AIRPORT
- 61.02 DEFINITION OF WORDS AND PHRASES
- 61.03 AIRPORT OPERATION POLICIES
- 61.04 ZONING OF LAND USES
- 61.05 UTILITIES
- 61.06 ENTRANCES
- 61.07 SPECIAL VARIANCE
- 61.08 ENFORCEMENT
- 61.09 PENALTY
- 61.10 MULTIPLE OWNERSHIP

61.01 OPERATION OF AIRPORT. The Transportation Committee shall have supervision over equipment, maintenance, and operation of the Sheboygan County Memorial International Airport as follows:

(1) The Committee shall adopt regulations and establish fees or charges for the use of said Airport not inconsistent with this Ordinance.

~~(2) The Committee shall employ an Airport Superintendent whose salary shall be approved by the County Board, and the Committee shall specify those duties.~~

~~(3)~~(2) The Committee shall prepare and submit an annual report to the County Board. Such report shall include information on Aircraft traffic, Airport expenditures and revenues, and comparative figures on past, present, and future traffic and activity in addition to other information that the Committee may deem pertinent to the report.

~~(4)~~(3) The Committee shall submit to the County Board an annual budget setting forth anticipated revenues and expenditures including capital improvements and the amount recommended to be raised by taxation for Airport purposes.

~~(5)~~(4) The Committee shall make studies and conduct surveys from time to time to assist it in improving the operation of the Airport and for planning purposes.

~~(6)~~(5) The Committee shall, in cooperation with the appropriate County Department, establish an Airport accounting system of sufficient detail to enable the Committee to accurately establish rates and charges for lease purposes and to eliminate possible inefficient operation and maintenance practices.

~~(7)~~(6) The Committee shall prepare and adopt uniform leases and agreements for the various types of Airport activities and land uses authorized in this Ordinance.

~~(8) The Committee shall adopt rules and regulations governing taxiing, landing, and taking off of all aircraft using the Sheboygan County Memorial Airport.~~

~~(9)~~(7) The Committee shall cooperate with and receive the cooperation of County Departments providing services or assistance to the Airport.

~~(8) The Committee shall have such additional authority as delegated by the County Board in Chapter 2 of the County Code.~~

61.02 DEFINITION OF WORDS AND PHRASES. As used in this Ordinance, unless the context otherwise requires:

(1) **"Airport"** means the Sheboygan County Memorial International Airport.

(2) **"Apron"** means that paved area designed and used solely for the temporary parking and servicing of aircraft.

- (3) "Concession" means any non-aeronautical facility or service required for the convenience of the public using the Airport.
- (4) "Fixed-Base Operator" means any person, firm, corporation, or association carrying persons or property for hire or furnishing aeronautical services, supplies, or instruction and conducting such business from a particular municipal airport.
- (5) "Hangar" means any building designed and used for the aeronautical purposes providing space for aircraft and service activities.
- (6) "Lessor" means owner as defined in Subsection (2) of this Section.
- (7) "Multiple T-Hangar" means a rectangular-shaped building capable of housing two (2) or more aircraft and which provides individual door openings for each aircraft.
- (8) "Owner" means Sheboygan County.
- (9) "Tie-down" means an area designed and used for the parking and tying down and storage of aircraft.
- (10) "Public thoroughfare" means all areas in the administration area of the Airport designed and used for the passage of people in vehicles or on foot.
- (11) "Shop" means a building capable of housing one (1) or more aircraft while such aircraft are being repaired.
- (12) "Taxiway" means a paved area designated solely for the taxiing of aircraft except apron areas.
- (13) "Tie-down" means an area designed and used for the parking and tying down and storage of aircraft.
- (14) "Vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway.
- (15) "Zoning Map" means the Sheboygan County Memorial International Airport Map A, which is on file in the Airport Superintendent's office and County Clerk's office, made a part of this ordinance by reference.

61.03 AIRPORT OPERATION POLICIES. The Committee, in carrying out its duties and responsibilities, shall adhere to the following owner policies:

- (1) The owner may engage in aviation activities as set forth in Chapter 64 of the County Code.
- (2) The owner shall encourage the development of the Airport in those areas where substantial building costs are incurred by lessees, by approving long-term leases which provide for the re-examination and readjustment of rates and charges at specified periods of time during the term of the lease.
- (3) Lessees shall be selected on the basis of tenant's desirability and not by bid basis. In determining the use of space in the terminal building, first consideration should be given to public convenience and necessity.
- (4) Buildings to be constructed by lessees shall be of metal or masonry or a combination thereof, except those referred to in Subsection 61.04(4), below, and the building plans and location shall be approved in writing by the ~~Committee~~ Airport Superintendent prior to construction.

61.04 ZONING OF LAND USES. The designated land areas of the ~~Map Airport~~ are hereby zoned in accordance with the current version of the ~~Airport Layout Plan (ALP) approved as revised by the Federal Aviation Administration (FAA).~~ Said ALP is referred to as "Map A" throughout this

~~Chapter. Copies are on file in the Airport Superintendent's Office and County Clerk's Office and made a part of this Ordinance by reference. Zoning Map.~~ All activities, operations, functions, and land uses shall conform to the limitations set forth in the following Subsections:

- (1) Terminal Area. This area shall be the public use area and shall be developed by the owner. The terminal building and such other buildings needed for the public shall be located in this area.
- (2) Utility and Service Area. This area shall be the location for Airport utility and service buildings for housing maintenance equipment and fire and crash equipment.
- (3) Commercial Aviation Areas.
  - (a) Allowable Activities. All commercial aviation business normally conducted by fixed-base operators shall be located in this area. Sale and maintenance of aircraft, engines, parts, and accessories, including the sale of gasoline and oil, aircraft storage, flight training, aircraft rentals, and charter services are allowable activities and such concessions as granted by lease or agreement.
  - (b) Lot Sizes. All lots shall have a minimum of thirty-three thousand (33,000) square feet.
  - (c) Set-backs. ~~All set-back lines shall be as designated on Map A of this Ordinance~~Five (5) feet from each lot line.
  - (d) Building Heights. All buildings shall not exceed a maximum height of forty (40) feet above the grade level.
  - (e) Building Sizes. The initial buildings constructed by the lessee shall have a minimum floor area of at least seven thousand five hundred (7,500) square feet.
- (4) Industrial Hangar Area.
  - (a) Allowable Activities. All non-commercial hangars, excluding multiple T-hangars, shall be located in this area, and the exclusive use of this area shall be aircraft housing. Aircraft maintenance and repair may be performed by the owner or regular full-time employees of the owner. In the case of a multiple-owner hangar, rules apply to each as if they were a single owner, except that a cooperative agreement between owners for hangar administration, aircraft movement, and aircraft repairs and maintenance is permitted. No flammable liquids except fuel required for heating the building and those required for aircraft maintenance shall be stored above or below the ground, nor shall aviation fuels be dispensed in this area other than by dispensing equipment operating from the commercial aviation areas; provided, however, that aviation fuel may be dispensed only into aircraft owned, leased, or controlled by the owner or lessee of the Industrial Hangar if such owner or lessee has installed aviation fuel storage tanks in the Airport fuel farm. The Committee shall also have the authority to establish a policy waiving the above limitations on a temporary basis, but such waiver and temporary basis shall not exceed three (3) full calendar days for transient aircraft or emergency use situations and shall not exceed ninety (90) days for locally-based aircraft requiring storage facilities not presently available at the fixed base operator's facility.
  - (b) Lot Sizes. Lot sizes shall be as designated on the current version of the ~~Airport Layout Plan approved as revised by the FAA. Said ALP is referred to as Map A throughout this Chapter. Copies are on file in the Airport Superintendent's Office and the County Clerk's Office and made a part of this Ordinance by reference.~~Zoning Map.
  - (c) Set-Backs. ~~All set-back lines shall be as designated in Map A of this Ordinance~~Five (5) feet from each lot line.



- (d) Building Heights. All buildings shall not exceed a maximum height of 40' above the grade level.
  - (e) Building Sizes. Any building constructed in this area shall have a minimum floor space of 2,500 square feet and a minimum clear door opening of 45' wide and 14' feet high.
- (5) Multiple T-Hangar Area.
- (a) Allowable Activities. This area shall be restricted to the location of multiple unit T-Hangars for the storage of aircraft. Only aircraft owners or their regular full-time employees may perform maintenance or repairs on their aircraft in this area. No flammable liquids shall be stored above or below the ground. Aircraft shall not be parked in the manner which interferes with movement of aircraft in this area.
  - (b) Lot Sizes. All lots shall be a minimum width of 52' feet and length shall be determined by the number of units constructed.
  - (c) Set-backs. ~~All set-back lines shall be as designated on Map A of this Ordinance~~ Five (5) feet from each lot line.
  - (d) Building Sizes. All buildings shall have sufficient floor space to house eight (8) aircraft and all old buildings reconstructed in this area shall have door openings of at least 39'6" and a minimum clear height of 10'6", and all new buildings constructed shall have a minimum door opening of 39'6" wide and a minimum clear height of 11'6".
- (6) Tie-Down Area. Those areas shall be used for the permanent tie-down of aircraft based on the Airport or those transient aircraft remaining longer than four (4) hours. Temporary tie-down areas may be designated by the ~~Committee~~ Airport Superintendent.
- (7) Apron Areas. These public areas shall be used for unloading or loading passengers, refueling aircraft, and the parking of aircraft for periods less than four (4) hours. All single-engine aircraft parked on the apron temporarily shall be secured by "tie-downs."
- (8) Individual Hangar Area.
- (a) Allowable Activities.
    - 1. The exclusive use of this area shall be for storage of ~~the type of~~ airworthy aircraft ~~whose~~ which use does not conflict with commercial services as defined under Sheboygan County ~~Ordinance Code~~ Chapter 64.
    - 2. A hangar owner may lease or rent part of the hangar space to another but only for airworthy aircraft storage. A hangar owner wishing to lease or rent the entire hangar may do so with advance approval of and subject to conditions established by the Transportation Committee.
    - 3. Aircraft maintenance and repair may be performed only by the aircraft owner. No flammable liquids shall be stored above or below the ground nor shall aviation gasoline be dispensed in this area.
    - 4. Aircraft shall not be parked in a manner which interferes with movement of aircraft within this area.
  - (b) Lot Sizes. All lot sizes shall be as designated on Detail Map A dated November 1, 2004, to Map A of this Ordinance as follows:
    - 1. Lots 1a through 6a: 60' wide by 60' deep.

2. Lots 1 through 30: 60' wide by 70' deep.
3. Lot 31: 80' wide by 70' deep.
4. Lots 232 through G240: 80' wide by 80' deep.
5. Requests for modifications to lot sizes from the specifications defined above shall be reviewed by the Transportation Committee.

(c) Setbacks. ~~All setback lines shall be as designated on Detail Map A dated November 1, 2004, to Map A of this Ordinance~~All setbacks as listed on Zoning Map.

(d) Building Heights. All buildings shall not exceed a maximum height of 40' above the grade level. No external protrusions, braces, or supports shall exceed the height of the roof.

(e) Building Sizes. Any hangar building constructed in this area shall comply with the sizes defined below:

1. Lots 1a through 6a: 42' wide by 40' deep minimum hangar size; 50' by 40' deep maximum hangar size.
2. Lots 1 through 6: 42' wide by 42' deep minimum hangar size; 42' wide by 45' deep maximum hangar size.
3. Lots 7 through 31; Lots F124 through F231; and Lots G131 through G140: 42' feet wide by 42' deep minimum hangar size; 50' wide by 50' deep maximum hangar size.
4. Lots G232 through G240: 60' wide by 60' deep minimum hangar size; 70' wide by 70' deep maximum hangar size.
5. Requests for hangar sizes which do not conform to specifications defined above shall be reviewed by the Transportation Committee.

~~(f) The Committee shall develop the necessary incidental lease/contract requirements which among other things shall specifically prohibit County improvement or maintenance of the above area.~~

(9) Fuel Farm Area.

(a) Allowable Activities. This area is reserved for the storage of fuel used in aircraft owned by Airport tenants [as permitted by Section 61.04(4)(a)] or fuel dispensed by the fixed-base operator.

(b) Written Agreement. A written agreement between a fuel farm tenant, other than a fixed-base operator, and the Transportation Committee shall contain but shall not be limited to the following provisions:

1. At no time shall the fuel farm tenant share, sublease, or in any other manner provide fuel or fueling facilities to any other tenant or any other aircraft except those aircraft owned or leased for the exclusive use of the tenant(s) designated in this agreement.
2. Tenant shall install and maintain all fuel facilities within the fuel farm in accordance with plans and specifications approved in writing by the Transportation Committee.
3. Tenant shall comply with all federal, state, and local laws and regulations governing the installation, operation, and maintenance of all fueling facilities, equipment, and dispensing trucks.

4. Dispensing trucks, bulk fuel trucks, emergency vehicles, and other vehicles approved by the Transportation Committee or Airport Superintendent shall be the only vehicles permitted within the fuel farm.
5. The tenant shall pay fuel flowage charges which are similar to those at the highest rate being paid by the fixed-base operator for similar fuel dispensed at the Airport.
6. The fuel farm tenant shall submit to the Transportation Committee a written plan which sets forth the extent of operations to include: fuel grades; estimated annual volume; experience and training of fuel-handling personnel; type, size, and condition of all fueling facilities and equipment to be used; and provisions for the security and safety of the facility.
  - A. The plan which shall be complied with once approved and shall be updated as required by the Transportation Committee.
  - B. Acceptable minimum requirements for the items defined in Subsection (9)(b)6. are to be obtained from Federal Aviation Administration Advisory Circular (FAA AC) 150/5230-4, "Aircraft Fuel Storage, Handling, and Dispensing on Airports," a copy of which is on file in the Office of the County Clerk and the Airport Superintendent's Office.
7. The following minimum standards shall be in addition to the above:
  - A. Fuel tanks allowed in fuel farm area shall have a minimum capacity of ten thousand (10,000) gallons.
  - B. Fuel tanker trucks having a one thousand- (1,000-) gallon minimum ~~but not exceeding two thousand five hundred- (2,500-) gallon maximum size~~ shall be allowed to service the fuel farm tenant's own aircraft at the Airport.
  - C. Off-use parking of tenant's fuel tanker trucks shall be permitted on Airport grounds only in area(s) designated by the Transportation Committee.
  - D. Bulk fuel tanker trucks shall have access to fuel farm area only.
  - E. Fuel farm tenant aircraft fueling locations:
    - (i) Industrial tenants who own a fuel tank located in the fuel farm shall fuel his or her own aircraft on his or her own industrial lot site in an area that meets the fueling requirements set forth in FAA AC 150/5230-4.
    - (ii) Commercial tenants who own a fuel tank located in the fuel farm shall fuel his or her own aircraft in a "fueling area" designated by the Transportation Committee on the Airport grounds.
    - (iii) Private tenants who own a fuel tank located in the fuel farm shall fuel his or her own aircraft in a "fueling area" designated by the Transportation Committee on the Airport grounds.
- (c) State Requirements. Placement of fuel tanks at the Airport shall comply with all ~~Wisconsin Administrative Code~~ requirements of the Wisconsin Commercial Building Code presently in effect (to-wit: Ind. 8.12, 8.20, 8.21, 8.22, 8.23, and

8.40) and any acts amendatory or supplementary thereto which may hereafter be adopted by the state, all of which are made a part hereof by reference.

(d) Insurance. Fuel farm tenants shall provide and keep in effect general liability insurance coverage for the fuel farm operations having limits of not less than One Million Dollars (\$1,000,000.00) in which the County is included as an "Additional Insured/Lessor" and shall annually supply to the County a Certificate of Insurance showing compliance with this requirement.

(10) Architectural and Aesthetic Control. All buildings, landscaping, parking areas, and exterior signage shall be substantially consistent with and compatible with existing improvements at the Airport. Designs, specifications, colors, materials, and dimensions shall be submitted to the Airport Superintendent for review for compliance with this Ordinance. The determination of the Airport Superintendent may be reviewed by the Transportation Committee upon request.

61.05 UTILITIES. All users of water from the Airport well and sewage facilities shall provide their own pipes to their lot lines and shall pay a connection fee and a yearly service fee to the owner. The owner shall provide the necessary pipe lines from the utility location to the lessee's lot line. All electrical and telephone utilities shall be arranged for and paid by the lessee, and the location of all lines and poles shall first require approval by the Committee.

~~61.06 ENTRANCES. The only entrance to the Airport shall be the road laid out by the proper authorities with the Transportation Committee as shown on Map A.~~

61.076 SPECIAL VARIANCE. The Committee shall be authorized to issue special building permits for special purpose hangars in compliance with Federal Aviation Administration grant assurances on the following conditions:

- (1) The hangar shall be for the sole purpose of storing non-commercial aircraft of a special category such as antique aircraft, home-built aircraft, or experimental aircraft.
- (2) The aircraft shall be of such nature so that its size makes storage in the sizes of buildings presently covered hereinabove impractical.
- (3) The hangar be of the same construction as specified hereinabove.
- (4) The building separations required in the individual hangar area and the Wisconsin ~~Industrial Commission~~ Commercial Building Code or any local building codes be complied with.
- (5) The use of the building be restricted to the storage of the special aircraft involved unless said special aircraft is no longer housed at the Sheboygan County Memorial International Airport at which time use of said building shall be for such purposes as permitted in the sole discretion of the Transportation Committee.

61.087 ENFORCEMENT. It shall be the duty of the Airport Superintendent and the Sheboygan County Sheriff's Department to enforce the provisions of this Ordinance.

61.098 PENALTY. Any person who shall violate any of the provisions of this Ordinance shall, upon conviction thereof, forfeit not less than One Dollar (\$1.00) nor more than Two Hundred (\$200.00) together with the costs of prosecution and, in default of payment of the forfeiture and costs of prosecution shall be imprisoned in the County Jail until said forfeiture and costs are paid, but not exceeding ninety (90) days.

61.09 MULTIPLE OWNERSHIP. Any structures at the Airport may be owned by more than one individual so long as the lease provisions for such structure shall contain a default provision that provides that a default of one unit of ownership shall be a default of all of the units of ownership and, unless such default is remedied within thirty (30) days of written notice thereof to all of the unit owners, all of such owners shall be in default. The lease shall include a limitation on the number of units of ownership as in the determination of the Committee may be necessary to maintain the orderly development of the Airport.

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History: Ord. 16 (2004/05); Ord. 1 (2012/13); Ord. 1 (2022/23)

CHAPTER 62  
REGULATING SHEBOYGAN COUNTY MEMORIAL INTERNATIONAL AIRPORT  
VEHICULAR TRAFFIC

- 62.01 DEFINITION OF WORDS AND PHRASES
- 62.02 OPERATION OF VEHICLES ON RUNWAYS, TAXIWAYS, AND RAMPS
- 62.03 SPEED OF VEHICLES
- 62.04 PEDESTRIAN TRAFFIC/TRESPASSING
- 62.05 OVERNIGHT PARKING
- 62.06 ENFORCEMENT
- 62.07 PENALTIES

62.01 DEFINITION OF WORDS AND PHRASES. As used herein, the following words or terms shall have the meaning as indicated:

- (1) **"Pedestrian."** Any person afoot.
- (2) **"Vehicle."** Every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway excepting unless specifically included, vehicles used exclusively upon stationary rails or tracks or any vehicle propelled by the use of electricity obtained from overhead trolley structures.
- (3) **"Emergency Equipment."** Emergency equipment is defined as ambulances, crash rescue and fire-fighting apparatus, and such other equipment as the Transportation Committee may designate as necessary to safeguard the Airport's runways, taxiways, ramps, buildings, and other common areas.
- (4) **"Service, Maintenance, and Construction Equipment."** Equipment normally operated at the request and direction of the Airport Superintendent and/or the Federal Aviation Agency on landing areas, runways, taxiways, and peripheral roads for the servicing, maintenance, and construction of Airport facilities and services. This definition shall include equipment owned and operated by a contractor performing work on the Airport under a contractual agreement with Sheboygan County.

62.02 OPERATION OF VEHICLES ON RUNWAYS, TAXIWAYS, AND RAMPS.

- (1) No privately-owned vehicle shall enter be driven upon or operated upon any Airport runway, taxiway, ~~or ramp or tie-down area~~ or any area posted by signs prohibiting the entrance thereon.
- (2) The provisions of this Section shall not apply to emergency equipment and/or service, maintenance, and construction equipment when engaged in performing official duties and such other vehicles as specifically authorized by the Airport Superintendent.

62.03 SPEED OF VEHICLES. No vehicle shall be driven upon any road within the perimeter of the Sheboygan County Memorial International Airport or upon other airport areas in excess of 15 miles per hour, the speed limit posted at the entrance of the Airport, or within the boundaries thereof, nor shall the driver of any vehicle fail to adhere to any sign posted to regulate vehicular traffic on or about the Airport for public safety.

62.04 PEDESTRIAN TRAFFIC/TRESPASSING. No persons shall be permitted to enter the enclosed or fenced area of the Airport beyond the administration area unless for the purpose of embarking in or disembarking from an aircraft, except for employees of the County, State, or federal government, or contractors engaged in Airport construction or maintenance work, or as otherwise authorized by the Airport Superintendent.

62.05 OVERNIGHT PARKING. No parking shall be permitted on the short-term parking lot during the period of December 1 through April 1 from midnight to 6:00 a.m. A sign reciting this prohibition shall be posted at the short-term parking lot.

62.06 ENFORCEMENT. The Sheboygan County Sheriff's Department is charged with the enforcement of this Ordinance.

62.07 PENALTIES. Any person who shall have violated any of the above Sections may be subject to one or more of the following:

(1) For violation of Sections 62.02, 62.03, and 62.04 of this Code, a forfeiture of not less than ~~Twenty-five~~One Hundred Dollars (~~\$25.00~~100.00) nor more than ~~One~~Three Hundred Dollars (~~\$100.00~~300.00) plus costs of prosecution.

(2) For a violation of Section 62.05 of this Code:

(a) A written notice of a parking violation;

(b) A parking ticket carrying with it a forfeiture of not less than Thirty Dollars (\$30.00) nor more than Three Hundred Dollars (\$300.00); or

(c) Vehicles may be towed away at owner's expense.

~~(3) In lieu of the foregoing penalties, violators may be prosecuted under the terms of Section 38.10 of this Code if the element of the violations are not under this Section.~~

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History: Ord. 1 (2012/13)

CHAPTER 63  
REGULATING THE HEIGHT OF STRUCTURES AND TREES  
AND THE USE OF PROPERTY IN THE VICINITY OF  
THE SHEBOYGAN COUNTY MEMORIAL INTERNATIONAL AIRPORT

- 63.01 DEFINITIONS
- 63.02 ZONES
- 63.03 HEIGHT ZONES
- 63.04 USE RESTRICTIONS
- 63.05 NON-CONFORMING USES
- 63.06 ADMINISTRATION
- 63.07 PERMITS
- 63.08 HAZARD MARKING AND LIGHTING
- 63.09 BOARD OF ADJUSTMENTS
- 63.10 APPEALS AND REVIEW
- 63.11 PENALTIES

63.01 DEFINITIONS. As used in this Ordinance unless the context otherwise required:

(a) "Airport." The Sheboygan County Memorial International Airport located in Sections 10, 15, and 16, Township 15 North, Range 22 East, Sheboygan County, Wisconsin.

(b) "Airport Hazard." Any structure, object of natural growth, or use of land which obstructs the air space required for the flight of aircraft in landing or taking off at an airport or is otherwise hazardous to ~~such landing or taking off~~ normal aircraft operation.

(c) "Height Limitation Map." The Sheboygan County Airport Height Limitation Zoning Map, which is on file in the Airport Superintendent's office and County Clerk's office, and made a part of this ordinance by reference.

(ed) "Non-conforming Use." Any structure, tree, or use of land which does not conform to a regulation prescribed in this Ordinance or an amendment thereto as of the effective date of such regulation.

(de) "Person." Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof.

(ef) "Runway." A level portion of an airport having a surface specially developed and maintained for the landing and take-off of aircraft.

(fg) "Structure." Any object constructed or installed by man.

(gh) "Tree." Any object of natural growth, except farm crops, which are cut at least once a year and except shrubs, bushes, or plants which do not grow to a height of more than five (5) feet.

63.02 ZONES. All zones established by this ~~Section-Chapter~~ are shown on ~~Map A entitled "Sheboygan County Airport Height Limitation Zoning Map," Sheboygan County, Wisconsin, which is made a part of this Ordinance by reference and is on file in the Airport Manager's Office.~~

63.03 HEIGHT ZONES. Except as otherwise provided in this Ordinance, no structure shall be constructed, altered, located, or permitted to remain after such construction, alteration, or location, and no trees shall be allowed to grow to a height in excess of the height limit indicated on the maps referred to in Section 63.02 hereof.

63.04 USE RESTRICTIONS.

(a) Activities. Notwithstanding the provisions of Section ~~62-03~~ 63.02 of this Code, no use may be made of land in any zone in such a manner as to create electrical interference with radio communication between the Airport and aircraft; or electrical interference with the



Instrument Landing System (ILS); or make it difficult for pilots to distinguish between Airport lights and others; or result in glare in the eyes of pilots using the Airport; or impair visibility in the landing, taking off, or maneuvering of aircraft.

(b) Exceptions. The restrictions contained in Section 63.03 shall not apply to ~~legal fences or to farm crops which are cut at least once a year and are located outside of the glide slope antenna ground-plane area and runway clear zone areas.~~ objects that are more than ½ mile from the nearest Airport boundary and are less than fifty (50) feet in height.

#### 63.05 NON-CONFORMING USE.

(a) Not Retroactive. The regulations prescribed in Sections 63.03 and 63.04 of this Code shall not be construed to require the removal, lowering, or other change or alteration of any non-conforming use or otherwise interfere with the continuance of any non-conforming use except as otherwise provided by Section 63.07(b), below.

(b) Changes. Nothing herein contained shall require any change in the construction, alteration, or intended use of any structure if the construction or alteration of such was begun prior to the effective date of this Ordinance and if such is diligently pursued.

(c) Removal. This Section shall not interfere with the removal of non-conforming uses by purchase or the use of eminent domain.

63.06 ADMINISTRATION. It shall be the duty of the Sheboygan County Airport ~~Manager~~ Superintendent to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the Sheboygan County Airport ~~Manager~~ Superintendent upon a form furnished by said Airport Manager. Applications which are, by this Ordinance, to be decided by the Sheboygan County Transportation Committee shall be promptly considered and granted or denied by them. Applications for actions by the Board of Adjustments shall be forthwith transmitted by the Sheboygan County Airport ~~Manager~~ Superintendent to the Board for hearing and decision.

#### 63.07 PERMITS.

(a) Future Uses. No structure shall hereafter be constructed, erected, or installed, or be permitted to remain in any zone created by Section 63.02 of this Code until the owner or the owner's agent shall have applied in writing for a permit therefor and obtained such permit from the Sheboygan County Airport ~~Manager~~ Superintendent, except ~~structures more than 1/2 mile from the nearest Airport boundary and less than 50' maximum height above ground level at the building sites set forth in Section 63.04 (b).~~ Said permit shall be posted in a prominent place on the premises prior to and during the period of construction, erection, installation, or establishment. The owner or owner's agent shall be responsible for obtaining an obstruction evaluation/ airport airspace analysis prior to applying for a permit from the Airport Superintendent. ~~Any trees may be ordered removed when there is a finding that the tree violates the height restriction for the zone for which it is located.~~ Application for such permit shall indicate the use for which the permit is desired and shall describe and locate the use with sufficient particularity to permit the Sheboygan County Airport Manager to determine whether such use would conform to the regulations herein prescribed. If such determination is in the affirmative, the Sheboygan County Airport Manager shall issue the permit applied for.

(b) Existing Uses. Before any non-conforming structure or tree may be replaced, altered, repaired, rebuilt, or replanted, a permit shall be applied for and secured in the manner prescribed by Paragraph 1 Section 63.07(1) authorizing such change, replacement, or repair. No such permit shall be granted that would allow the structure or tree to become a greater hazard to air navigation than it was on the effective date of this Ordinance or than it is when the application for permit is made.

(c) The Airport Superintendent may order the removal of any trees when there is a finding that the tree violates the height restriction for the zone for which it is located.

63.08 HAZARD MARKING AND LIGHTING. Any permit or variance granted under Sections 63.07 or 63.10 herein may, if such action is deemed advisable by the Sheboygan County Transportation Committee to effectuate the purpose of this Ordinance, and if such is reasonable under the

circumstances, be so conditioned as to require the owner of the structure or trees in question to permit the owner of the Airport, at its own expense, to install, operate, and maintain thereon such markers and lights as may be necessary to indicate to the flyers the presence of an Airport hazard.

63.09 BOARD OF ADJUSTMENTS. The Sheboygan County ~~Building, Zoning, and Sanitation~~ Board of Adjustments, as established in ~~the SHEBOYGAN COUNTY SANITARY ORDINANCE pursuant to Wis. Stat. § 59.99 Chapter 76 of the Sheboygan County Code~~, is hereby authorized to administer the appropriate judicial functions set forth in this Ordinance. The said Board shall be referred to as the Board of Adjustments in this Ordinance.

#### 63.10 APPEALS AND REVIEW.

(a) Variances. Upon appeal in special cases, the Board of Adjustments may, after investigation and public hearing, grant such variance from the terms of this Ordinance as ~~prescribed in Chapter 76 of the County Code will not be contrary to the public interest where, owing to special conditions, a literal enforcement of this Ordinance would result in unnecessary hardship and such relief will do substantial justice and be in accord with the spirit of this Ordinance~~ and does not create a hazard to the safe, normal operation of aircraft.

(b) Aggrieved Person. Any person aggrieved or affected by any decision or action of the Sheboygan County Airport ~~Manager-Superintendent~~ or the Sheboygan County Transportation Committee, made in their administration of this Ordinance may appeal such decision or action to the Board of Adjustments.

(c) Procedure. Any appeal taken pursuant to this section shall be in conformity with the procedure established by ~~Wis. Stat. § 59.99 Chapter 76 of the Sheboygan County Code, Wis. Stat. § 59.694.~~

63.11 PENALTIES. Any person who violates, disobeys, neglects, omits, or refuses to comply with, or who resists the enforcement of any of the provisions of this Ordinance shall, upon conviction, remove the structure or part thereof which violates the terms of this Ordinance, as determined by the Airport Manger, within ninety (90) days of such conviction.

(a) Upon failure to do so, the Airport ~~Manager-Superintendent~~ may order such removal. Such removal and/or restoration may be performed by the County, an agent, or by outside contract, and the cost thereof shall be billed to the owner and be paid within thirty (30) days and if not so paid shall become a delinquent special charge under provision of Wis. Stat. § ~~66.60(16)(a)-66.0627~~ and shall become a lien on the property, collectible as are other taxes.

(b) Such person also shall, upon conviction, forfeit to Sheboygan County not less than Twenty Dollars (\$20.00) nor more than Two Thousand Dollars (\$2,000.00), plus the costs of prosecution, for each offense. Each day during which such violation exists shall constitute a separate offense.

(c) Every violation of this Ordinance is a public nuisance and the creation thereof may be enjoined and the maintenance thereof may be abated by action at the suit of Sheboygan County or any aggrieved citizen.

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History:

CHAPTER 64  
MINIMUM STANDARDS FOR AIRPORT SERVICES

- 64.01 MINIMUM REQUIREMENTS
- 64.02 MINIMUM STANDARDS ESTABLISHED
- 64.03 AIRCRAFT SALES
- 64.04 AIRFRAME AND POWER PLANT REPAIR FACILITIES
- 64.05 AIRCRAFT RENTAL
- 64.06 FLIGHT TRAINING
- 64.07 AIRCRAFT FUELS AND OIL DISPENSING SERVICE
- 64.08 RADIO, INSTRUMENT, OR PROPELLER REPAIR STATION
- 64.09 AIRCRAFT CHARTER AND AIR TAXI
- 64.10 AIR CARRIERS OR SCHEDULED AIR TAXI
- 64.11 SPECIALIZED COMMERCIAL FLYING SERVICES
- 64.12 MULTIPLE SERVICES
- 64.13 GENERAL REQUIREMENTS
- 64.14 LEASE CLAUSES
- 64.15 LEASE PROPOSAL REQUIREMENTS
- 64.16 FLYING CLUBS
- 64.17 GENERAL INSURANCE REQUIREMENTS

64.01 MINIMUM REQUIREMENTS. Minimum requirements for airport aeronautical services at the Sheboygan County Memorial International Airport shall be as set forth herein.

64.02 MINIMUM STANDARDS ESTABLISHED. The following minimum standards for a person or persons, firm, or corporation based upon and engaging in one or more aeronautical services for hire or consideration at the Sheboygan County Memorial International Airport, Sheboygan Falls, Sheboygan County, Wisconsin, shall hereafter be in full force and effect, and the lease clauses shall be included in all leases between the County of Sheboygan and any person or persons, firm, or corporation desiring to be based upon the Sheboygan County Memorial International Airport, Sheboygan Falls, Sheboygan County, Wisconsin, or engage thereon in any aeronautical service.

64.03 AIRCRAFT SALES.

(a) Statement of Concept. An "Aircraft Sales Operator" is a person or persons, firm, or corporation engaged in the sale of new or used aircraft through franchise or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise and provides such repair, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by said Operator.

(b) Minimum Standards.

(1) For new construction, The the Operator shall lease from County of Sheboygan an area of not less than 15,000 square feet of ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide at least 2,500 square feet of floor space for aircraft storage and at least 1,000 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted; ~~and shall provide telephone facilities for customer use.~~ The Transportation Committee may approve the use of existing facilities with less floor space if it finds it is in the best interest of Airport operations.

The Operator shall provide ~~auto~~-parking spaces within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

(2) The Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop operator at the Sheboygan County Memorial International Airport. The Operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted. The Operator who is engaged in the business of selling new aircraft shall have available or on call at least one (1) single engine demonstrator.

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified.

A. Aircraft Liability: \$1,000,000 combined single limit, including passengers, minimum

B. Airport Liability: ~~\$3,000,000~~ 1,000,000 single limit, premises; plus \$1,000,000 single limit, products/completed operations no sub-limit

(4) The Operator shall have his premises open and services available eight (8) hours daily, five (5) days a week.

(5) The Operator shall have in Operator's employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner but never less than one (1) person having a current, effective commercial pilot certificate with single engine rating and instructor rating.

The Operator shall make provision for someone to be in attendance in the office available to provide services at all times during the required operating hours.

#### 64.04 AIRFRAME AND POWER PLANT REPAIR FACILITIES.

(a) Statement of Concept. An "Aircraft Engine and Airframe Maintenance and Repair Operator" is a person or persons, firm, or corporation providing one or a combination of airframe and power plant repair but with at least one (1) person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed. This category of aeronautical services shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

(b) Minimum Standards.

(1) For new construction. The the Operator shall lease from Sheboygan County an area of not less than 16,000 square feet of ground space on which shall be erected a building to provide at least 5,000 square feet of floor space for airframe and power plant repair services including a segregated painting area all of which meet local and state industrial-commercial code requirements and with at least 1,000 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.

The Operator shall provide auto-parking spaces within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

(2) The Operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the Federal Aviation Administration as an approved repair station ([FAR 145](#)) or [aircraft maintenance repair facility \(FAR Part 91\)](#).

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

A. Aircraft Liability: \$1,000,000 combined single limit, including passengers, minimum.

B. Hangar Keepers and/or Products Liability: A sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises or value of the equipment to be serviced.

C. Airport Liability: ~~\$3,000,000~~ \$1,000,000 single limit, premises; plus \$1,000,000 single limit, products/completed operations no sub-limit.

(4) The Operator shall have his premises open and services available eight (8) hours daily, five (5) days each week.

(5) The Operator shall have in Operator's employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed and who holds an airframe, power plant, or an aircraft inspector rating, and one (1) other person not necessarily rated.

The Operator shall make provision for someone to be [available to provide services in attendance in the office](#) at all times during the required operating hours.

#### 64.05 AIRCRAFT RENTAL.

(a) Statement of Concept. An "Aircraft Rental Operator" is a person or persons, firm, or corporation engaged in the rental of aircraft to the public.

(b) Minimum Standards.

(1) ~~For new construction, The~~ the Operator shall lease from Sheboygan County an area of not less than 15,000 square feet of ground space and on which shall be erected a building to provide at least 2,500 square feet of floor space for aircraft storage and at least 1,000 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted, ~~and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.~~

The Operator shall provide ~~auto~~ parking spaces within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

(2) The Operator shall have available for rental, either owned or under written lease to Operator, not less than two (2) certificated and currently airworthy aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped for and capable of flight under instrument conditions.

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

A. Aircraft Liability: \$1,000,000 combined single limit for bodily injury and property damage including passengers with a \$100,000 sub-limit per passenger.

B. Airport Liability: ~~\$3,000,000~~\$1,000,000 single limit, premises; \$1,000 single limit.

(4) The Operator shall have his premises open and services available eight (8) hours daily, six (6) days a week.

(5) The Operator shall have in Operator's employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards in an efficient manner, but never less than one (1) person having a current commercial pilot certificate with appropriate ratings, including instructor rating. The Operator shall make provision for someone to be [available to provide services in attendance in the office](#) at all times during the required operating hours.

#### 64.06 FLIGHT TRAINING.

(a) Statement of Concept. A "Flight Training Operator" is a person or persons, firm, or corporation engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

(b) Minimum Standards.

(1) ~~For new construction. The the~~ Operator shall lease from Sheboygan County an area of not less than 15,000 square feet of ground space and on which shall be erected a building to provide at least 2,500 square feet of floor space for aircraft storage and at least 1,000 square feet of floor space for office, classroom, briefing room, pilot lounge, and rest rooms which shall be properly heated and lighted, ~~and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.~~

The Operator shall provide ~~auto~~-parking spaces within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

(2) The Operator shall have available for use in flight training, either owned or under written lease to Operator, not less than two (2) properly certificated aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped for and capable of use in instrument flight instruction.

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

A. Aircraft Liability: \$1,000,000 combined single limit for bodily injury and property damage including passengers with a \$100,000 sub-limit per passenger.

Commented [DB1]: Why not other insurance?

(4) The Operator shall have Operator's premises open and services available eight (8) hours daily, six (6) days a week.

(5) The Operator shall have on a full-time basis at least one (1) flight instructor who has been properly certificated by the Federal Aviation Administration to provide the type of training offered.

The Operator shall have available for call on a part-time basis at least one (1) flight instructor who has been properly certificated by the Federal Aviation Administration to provide the type of training offered.

The Operator shall make provisions for someone to be available to provide services in attendance in the office at all times during the required operating hours.

#### 64.07 AIRCRAFT FUELS AND OIL DISPENSING SERVICE.

(a) Statement of Concept. Line services shall include the sale and into-plane delivery of recognized brands of aviation fuels, lubricants, and other related aviation petroleum products. The Operator shall provide servicing of aircraft, including ramp assistance and the parking, storage, and tie-down of aircraft within the leased area.

(b) Minimum Standards.

(1) For new construction, the Operator shall lease from Sheboygan County an area of not less than 15,000 square feet of ground space on which shall be erected a building to provide at least 2,500 square feet of floor space for aircraft storage and at least 1,000 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.

The Operator shall provide auto-parking spaces within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

(2) The Operator shall provide at least two (2) 12,000-gallon fuel storage tanks at the Sheboygan County Memorial International Airport and maintain an adequate supply of fuel on hand at all times of at least two (2) grades of fuel as closely related as possible to the popular demand of the general aviation users of the Airport. The Operator shall provide at least two (2) metered filter-equipped dispensers, fixed or mobile, for dispensing the minimum requirement of two (2) grades of fuel. Separate dispensing pumps and meters are required for each grade of fuel.

The Operator shall provide such minor repair service that does not require a certificated mechanical rating and cabin services to general aviation aircraft as can be performed efficiently on the ramp or apron parking area, but only within the premises leased to the Operator.

The Operator shall make provision for the transportation of pilots and passengers of transient general aviation aircraft using the Operator's facilities and services from and to the Operator's office and the Sheboygan County Memorial International Airport terminal area.

The Operator shall procure and maintain tools, jacks, towing equipment, tire repairing equipment, energizers, and starters, heaters, fire extinguishers, and passenger loading steps as appropriate and necessary for the servicing of general aviation aircraft

using the Airport. All ~~E~~equipment shall be maintained and operated in accordance with local and state industrial codes.

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

A. Hangar Keepers Liability and/or Products Liability: A sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises or value of the equipment to be serviced.

B. Airport Liability: \$3,000,000 single limit, premises; plus \$1,000,000 single limit, products/completed operations no sub-limit.

C. Motor Vehicle Liability: \$1,000,000 single limit.

D. Pollution Liability Insurance covering its liability for bodily injury, property damage, and environmental damage resulting from sudden and accidental releases of pollution and coverage related to resultant clean-up and/or remediation costs arising out of the occupancy and use of the premises. Combined single limit bodily injury, property damage, environmental liability, and clean-up/remediation shall not be less than \$500,000 in the annual aggregate.

(4) The Operator shall have Operator's premises open for aircraft fueling and oil dispensing service 8:00 a.m. to sundown seven (7) days a week. The Operator shall make provision for such service during other hours on a call basis.

(5) The Operator shall have in Operator's employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner.

(6) The Operator shall make provisions for someone to be [available to provide services in attendance in the office](#) at all times during the required operating hours.

#### 64.08 RADIO, INSTRUMENT, OR PROPELLER REPAIR STATION.

(a) Statement of Concept. A "Radio, Instrument, or Propeller Repair Station Operator" is a person or persons, firm, or corporation engaged in the business of and providing a shop for the repair of aircraft radios, propellers, instruments, and accessories for general aviation aircraft. This category shall include the sale of new or used aircraft radios, propellers, instruments, and accessories but such is not an exclusive right. The Operator shall hold the appropriate repair shop certificates issued by the Federal Aviation Association.

(b) Minimum Standards.

(1) ~~For new construction, the Operator shall lease from Sheboygan County an area of not less than 15,000 square feet of ground space on which shall be erected a building to provide at least 2,500 square feet of floor space to hangar at least one (1) aircraft, to house all equipment, and to provide an office, shop, customer lounge, and rest rooms, all properly heated and lighted; and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.~~

The Operator shall provide ~~auto~~-parking spaces within the leased area and shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.



(2) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

A. Airport Liability: \$3,000,000 single limit, premises; plus \$1,000,000 single limit, products/completed operations no sub-limit.

B. Hangar Keepers Liability and/or Products Liability: A sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises or value of the equipment to be serviced.

(3) The Operator shall have Operator's premises open and services available eight (8) hours daily, five (5) days each week, and one-half (1/2) day on Saturday.

(4) The Operator shall have in Operator's employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than one (1) person who is a Federal Aviation Administration rated radio, instrument, or propeller repairman and one (1) other repairman who need not be rated by the Federal Aviation Administration.

#### 64.09 AIRCRAFT CHARTER AND AIR TAXI.

(a) Statement of Concept. An "Aircraft Charter" and an "Air Taxi Operator" is a person or persons, firm, or corporation engaged in the business of providing non-scheduled air transportation (person or property) to the general public for hire including non-stop sightseeing flights within a twenty-five- (25-) mile radius of the Airport as distinct from scheduled services as a common carrier.

(b) Minimum Standards.

(1) ~~For new construction, the~~ Operator shall lease from Sheboygan County an area of not less than 15,000 square feet of ground space on which shall be erected a building to provide at least 2,500 square feet of floor space for aircraft storage and at least 1,000 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted, ~~and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.~~

The Operator shall provide ~~auto~~-parking spaces within the leased area to accommodate at least ten (10) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.

(2) The Operator shall provide at least one (1) of the following types of aircraft either owned or under written lease to Operator: Not less than one (1) single-engine four-place aircraft and/or one (1) multi-engine aircraft, both of which must meet the requirements of the air taxi commercial operator certificate held by the Operator, including instrument operations.

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

A. Piston-powered Aircraft – Aircraft Liability: \$1,000,000 combined single limit, including passengers, minimum.

Airport Liability: \$3,000,000 single limit.

B. Turbine- and Jet-powered Aircraft – Aircraft Liability: \$3,000,000 single limit, including passengers.

Airport Liability: \$3,000,000 single limit, with product/completed operations, no sub-limit.

(4) The Operator shall have Operator's premises open and services available eight (8) hours daily, six (6) days per week. The Operator shall provide on-call service during hours other than the aforementioned.

(5) The Operator shall have in Operator's employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than at least one (1) Federal Aviation Administration certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by Operator.

The Operator shall make provision for someone to be [available to provide services in attendance in the office](#) at all times during the required operating hours.

#### 64.10 AIR CARRIERS OR SCHEDULED AIR TAXI.

(a) Statement of Concept. An air carrier or scheduled air taxi operation is a person or persons, firm, or corporation engaged in air transportation of passengers and/or cargo between the Sheboygan County Memorial [International](#) Airport and fixed origination and/or destination points on a scheduled basis (whether said schedule is published or not) for consideration and available to the general public.

(b) Minimum Standards.

(1) The Operator shall lease from Sheboygan County terminal space, if said space is available, or if not [available](#), from a lessee of Sheboygan County, with Sheboygan County's consent; [the Operator shall lease](#) adequate terminal space to sufficiently meet the needs of the general public it will serve or of the services it will perform but in no event less than a minimum of four hundred (400) square feet. Such minimum space may be provided on a combined use basis with another Operator. [In the event a sub-lease arrangement is necessary](#), Sheboygan County will lend its assistance to the Operator in negotiating for said sublease for terminal space and will use its best efforts to secure adequate space for terminal use purposes or arrange some alternative method of providing for Operator's needs and the passengers and cargo involved in said services.

(2) The Operator shall furnish and equip the above referred to terminal space in an adequate manner.

(3) The Operator shall own or have on lease for not less than a period of twelve (12) months sufficient aircraft, but in any event not less than two (2), with passenger and/or cargo capacity to adequately serve the proposed routes and schedules of the Operator.

(4) The Operator shall require that all aircraft used for passenger service having a passenger seating capacity of eight or more shall be operated with a crew of at least two (2) pilots; and all aircraft operated for passenger service having a maximum passenger seating capacity of seven (7) or less may be operated by a crew with one pilot if said aircraft shall have an automatic pilot, as may be required by the Federal Aviation [Association-Administration](#) for the service intended and all aircraft used for cargo only shall meet the minimum standards as may be required by the Federal Aviation [Association-Administration](#) for the services being performed.

In all cases, captains shall be qualified for single pilot operation and all pilots and co-pilots must hold [I.F.R. ratings an instrument airplane rating under 14 C.F.R. § 61.65\(d\)](#).

Commented [DB2]: ?

During the time said service is being provided, the Operator shall maintain a training program for all captains, supervised by a Director of Training, and shall require six- (6-) months' proficiency checks administered by a check pilot who is duly qualified and authorized to provide said checks by the Federal Aviation ~~Association~~ Administration. The results of said checks shall be kept on record and be available for inspection by Sheboygan County.

(5) The Operator shall maintain at the Sheboygan County Memorial International Airport adequate hangaring for at least one (1) of its aircraft used for said service.

(6) The Operator shall provide adequate facilities and personnel for the maintenance of all aircraft used in its scheduled operations to or from the Sheboygan County Memorial International Airport or contract for such maintenance with an Federal Aviation ~~Association~~Administration-approved repair station, excepting for emergency repairs or maintenance, in which event Federal Aviation ~~Association~~Administration-licensed airframe and power plant mechanics or such competent personnel as may be available may be used in said emergency to perform said work.

(7) In connection with providing said service, the Operator shall:

- A. p Provide at other terminals on all flights serving Sheboygan County Memorial International Airport, adequate facilities and conveniences for ~~Sheboygan~~ passengers; and

- B. m Maintain on-duty at ~~Sheboygan the airport~~, at least one (1) person employed for the purpose of servicing airline customers at least eight (8) hours per day every weekday and on Saturday, Sunday, and holidays such personnel as may be required based on the service provided; and

- C. a At all points served on flights to or from ~~Sheboygan the airport~~ maintain sufficient personnel for servicing the airline customers; and

- D. e Conduct operations in accordance with an operation manual approved by the Federal Aviation Administration; and

- E. p Provide a minimum of three (3) round trips per weekday and such flights as may be required for the service provided on Saturday, Sunday, and holidays between ~~Sheboygan the airport~~ and a specific terminal point and which schedule must be maintained except for mechanical or weather delays. The minimum daily flights shall not apply to service involving cargo only, and in said service a minimum of two (2) flights per day shall be required; and

- F. t The Operator shall carry and keep in force public liability insurance covering personal injury and property damage and such other insurance as may be necessary to protect Sheboygan County from such claims and accidents; and without limiting its liability the Operating-Operation shall keep in force such insurance with limits of liability for personal injury in the sum of not less than One Million Dollars (\$1,000,000.00) single limit per incident and the Operator shall furnish the County with present certification that such insurance is in force and it shall keep such certification current.

(8) The Operator shall have a net worth as may be established by competent evidence that Operator has the financial ability to operate for a period of one (1) year on the routes, rates, and schedules proposed.

- ~~Information from applicants:~~
- ~~Names and addresses of owners or more than ten percent (10%) of applicant, if corporate structure is involve;~~
- ~~Name and address of person responsible for service at Sheboygan;~~
- ~~Names and addresses of officers;~~
- ~~Routes and schedules proposed to be flown to or from Sheboygan;~~

- ~~Copy of operating authority issued by the federal government and the operating authority if any issued by the State of Wisconsin;~~
- ~~Current balance sheet and profit and loss statement (upon request by applicants, information concerning finances, routes, schedules, and rates will be treated confidentially and will under no circumstances be released or made available to anyone other than the appropriate County Board Committee and Corporation Counsel).~~

#### 64.11 SPECIALIZED COMMERCIAL FLYING SERVICES.

(a) Statement of Concept. A "Specialized Commercial Flying Services Operator" is a person or persons, firm, or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:

- (1) Crop-dusting, seeding, spraying, chemical coverages, and bird-chasing;
- (2) Banner-towing and aerial-advertising;
- (3) Aerial photography or survey;
- (4) Fire fighting;
- (5) Power line or pipe line patrol;
- (6) Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

(b) Minimum Standards.

(1) The Operator shall lease land from the County and erect a building sufficient to accommodate all activities and operations proposed by the Operator. The minimum areas in each instance shall be subject to the approval of the ~~County of Sheboygan~~ County Transportation Committee. In the case of crop dusting or aerial application, the Operator shall make suitable arrangements and have such space available in his leased area for safe loading and unloading and storage and containment of noxious chemical materials. All Operators shall demonstrate that they have the availability of aircraft suitably equipped for the particular type of operation they intend to perform.

(2) The Operator shall provide and have based on Operator's leasehold, either owned, or under written lease to Operator, not less than one (1) aircraft which will be airworthy, meeting all the requirements of the Federal Aviation Administration and applicable regulations of the State of Wisconsin with respect to the type of operations to be performed.

In the case of crop dusting or aerial application, Operator shall provide tank trucks for the handling of liquid spray and mixing liquids. Operator shall also provide adequate ground equipment for the safe handling and safe loading of dusting materials.

(3) The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

- A. Aircraft Liability: \$1,000,000 combined single limit, including passengers, minimum.
- B. Airport Liability: \$3,000,000 single limit, premises; \$1,000,000 single limit.
- C. Hangar Keepers and/or Products Liability: A sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises or value of the equipment to be serviced.

D. Where applicable, Tenant shall maintain pollution liability insurance covering its liability for bodily injury, property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant clean-up and/or remediation costs arising out of the occupancy and use of the premises. Combined single limit bodily injury, property damage, environmental liability, and clean-up/remediation shall not be less than \$500,000 in the annual aggregate.

(4) The Operator must provide by means of an office or a telephone, a point of contact for the public desiring to utilize Operator's services.

(5) The Operator shall have in Operator's employ and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner, but never less than one (1) person holding a current Federal Aviation Administration commercial certificate, properly rated for the aircraft to be used and the type of operation to be performed and one (1) other person to assist in the loading and servicing of aircraft.

#### 64.12 MULTIPLE SERVICES.

(a) Statement of Concept. A "Multiple Services Operator" shall be one who engages in any two (2) or more of the aeronautical services for which minimum standards have been hereinbefore provided.

(b) Minimum Standards (combinations not including fuels and oil dispensing service).

(1) ~~For new construction, the~~ Operator shall lease from Sheboygan County an area not less than 33,000 square feet of ground space (23,000 for repair shop only combinations) for aircraft storage, parking, and other use in accordance with the services to be offered and on which shall be erected a building to provide at least 6,500 square feet (6,000 square feet for repair shop only combinations) for aircraft storage and at least 1,500 square feet (1,000 square feet for repair shop only combinations) of floor space for office customer lounge, rest room, parts storage, and small machines, which shall be properly heated and lighted, ~~and shall provide telephone facilities for customer use. The Transportation Committee may approve the use of existing facilities with less floor space if it finds it in the best interest of Airport operations.~~

If flight training is one of the multiple services offered, the Operator shall provide classroom and briefing room facilities in the aforementioned building.

If crop-dusting, aerial application, or other commercial use of chemicals are part of the multiple services offered, the Operator shall provide a centrally drained, paved area of not less than 2,500 square feet for aircraft loading, washing, and servicing. Operator shall also provide for the safe storage and containment of noxious chemical matters. Such facilities will be in a location on the Sheboygan County Memorial International Airport which will provide the greatest safeguard to the public.

The Operator shall provide ~~auto~~-parking spaces within the leased area to accommodate at least fifteen (15) automobiles.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's taxiway that has been or will be provided for the Operator.

(2) The Operator shall comply with the aircraft requirements including the equipment thereon for each aeronautical service to be performed except as hereinafter provided.

**Commented [DB3]:** What does this mean?  
Should it be paved?

Multiple uses can be made of all aircraft except aircraft used for crop-dusting, aerial application or other commercial use of chemicals.

The Operator, except if the Operator is performing combinations of multiple services for which aircraft are not required, shall have available and based at the Sheboygan County Memorial International Airport, either owned by Operator or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft. These aircraft shall be equipped and capable of flight to meet the minimum standards as hereinbefore provided for each aeronautical service to be performed.

The Operator shall provide the equipment and services required to meet the minimum standards as hereinbefore provided for each aeronautical service the Operator is performing.

(3) The Operator shall obtain, as a minimum, that insurance coverage which is equal to the highest individual insurance requirement of all the aeronautical services being performed by Operator.

(4) The Operator shall adhere to the hours of operation required for each aeronautical service being performed.

(5) The Operator shall have in Operator's employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards for each aeronautical services Operator is performing as hereinabove provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator, except such multiple responsibilities may not be assigned to the Federal Aviation Administration certificated repair stations.

64.13 GENERAL REQUIREMENTS.

(a) Buildings.

(1) The minimum space requirements as hereinbefore provided shall be satisfied with one (1) building, attached buildings, or separate buildings.

(2) The hangar buildings hereafter constructed shall have at least one (1) door with the following minimum dimensions:

<u>Floor Space of Hangar Building</u>	<u>Door Width Clear Area</u>	<u>Door Height Clear Area</u>
Under 2400 sq. feet	40 feet	12 feet
2400-4000 sq. feet	58 feet	12 feet
Over 4000 sq. feet	58 feet	15 feet

(b) All personnel hereinbefore required to hold Federal Aviation Administration certificates and ratings shall maintain such certificates and ratings.

64.14 LEASE CLAUSES.

(a) Premises to be Operated for Use and Benefit of Public. Lessee agrees to operate the premises leased for the use and benefit of the public.

(1) To furnish good, prompt, and efficient service adequate to meet all the demands for its service at the Airport.

(2) To furnish said service on a fair, equal, and non-discriminatory basis to all users thereof.

(3) To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service provided that the lessee may be allowed to make reasonable and

non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(b) Non-Discrimination Clause. The lessee and lessee's agents and employees will not discriminate against any person or class of persons by reason of race, religion, creed, color, national origin, physical disability, ~~sex~~, age, marital status, ancestry, arrest or conviction record, membership in the military, or sexual orientation in providing any services or in the use of any of its facilities provided for the public in any manner prohibited by Part 15 of the Federal Aviation Regulations.

The lessee further agrees to comply with such enforcement procedures as the United States might demand that the lessor take in order to comply with the Sponsor's Assurances.

(c) Aircraft Service by Owner or Operator of Aircraft. It is clearly understood by the lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair that it may choose to perform).

(d) Non-Exclusive Rights Clause. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

(e) Development of Sheboygan County Memorial International Airport Clause. 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 the lessee and without interference or hindrance. If the physical development of the Airport requires the relocation of the lessee, the lessor agrees to provide a comparable location and agrees to relocate all buildings or provide similar facilities for the lessee at no cost to the lessee.

(f) Lessor's Right Clause. 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.

(g) War or 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 ~~G~~government if so requested ~~by it~~ for military or naval use, and if 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.

(h) Obstructions at Sheboygan County Memorial International Airport. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of 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 the lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(i) Subordination Clause. This lease shall be subordinate to the provisions of any existing or future agreement between lessor and the United States 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 funds for the development of the Airport.

(j) General Lease Provisions.

(1) All leases between Sheboygan County and an operator covering the performance by an operation of any aeronautical service as hereinbefore provided shall be in writing.

(2) Lessee shall provide a performance bond insuring the completion of the building to be erected on the leasehold.

(3) Lessee shall furnish such evidence as may be reasonably requested by Sheboygan County to show the Lessee is financially capable of providing the services and facilities set forth in the lease.

(4) In the event a business is desired to be conducted from the leased hangar area and the business might not otherwise meet the size requirements outlined in this Chapter or elsewhere in this Code, the Airport ~~Manager~~Superintendent, in conjunction with the Airport Advisory Committee shall nevertheless review for approval a request for a hangar lease within the hangar area. When both feel the business can be conducted in a manner acceptable to the proper operations of Airport business, a recommendation will be presented to the Transportation Committee for its approval and action subject to applicable zoning and land use regulations.

64.15 LEASE PROPOSAL REQUIREMENTS. Sheboygan County will not accept a request to lease land area at the Sheboygan County Memorial International Airport unless the request is a written proposal which sets forth the scope of operation to be performed and shall include the following:

- (a) The services to be offered.
- (b) The amount of land to be leased.
- (c) The building space to be constructed or leased.
- (d) The number of aircraft to be provided.
- (e) The number of persons to be employed.
- (f) The hours of proposed operation.
- (g) The number and types of insurance coverage to be maintained.
- (h) Evidence of financial capability to perform and provide the proposed services and facilities.
- (i) Where applicable, the following:
  - 1. Names and addresses of owners of more than ten percent (10%) of applicant, ~~if corporate structure is involved~~ any corporate lessee.
  - 2. Name and address of person responsible for service at Sheboygan County Memorial International Airport.
  - 3. Names and addresses of corporate officers.
  - 4. Routes and schedules proposed to be flown to or from Sheboygan County Memorial International Airport.
  - 5. Copy of operating authority issued by the Federal Government and the operating authority, if any, issued by the State of Wisconsin.
  - 6. Current balance sheet and profit and loss statement (upon request by applicant, information concerning finances, routes, schedules, and rates will be treated confidentially and will under no circumstances be released or made available to anyone other than the appropriate County Board Committee and Corporation Counsel).

64.16 FLYING CLUBS. The following requirements pertain to all flying clubs desiring to base their aircraft at the Airport and be exempt from the minimum standards.

- (a) Flying Club Organizations. Each ~~C~~lub must be a non-profit Wisconsin corporation or partnership. Each member must be a bona fide owner of the aircraft or a stockholder in the corporation. The ~~C~~lub may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance, and replacement



of its aircraft. The Cclub will file and keep current with the Airport owner a complete list of the Cclub's membership and investment share held by each member.

(b) Aircraft. The Cclub's aircraft will not be used by other than bona fide members for rental and by no one for hire, charter, or air taxi. Student instruction can be given by a lessee based at the Airport who provides flight training.

(c) Violations. In the event the Cclub fails to comply with these conditions, the Airport owner will notify the Cclub in writing of such violations. If the Cclub fails to correct the violation in fifteen (15) days, the Airport owner may take any action deemed advisable by the owner.

(d) Insurance. Each aircraft owned by the Cclub must have aircraft liability insurance coverage for the following amounts:

(1) Aircraft Liability: \$1,000,000 combined single limit, including passengers, minimum.

(2) Airport Liability: \$3,000,000 single limit, premises; \$1,000,000 single limit.

64.17 GENERAL INSURANCE REQUIREMENTS. All insurance requirements under this Chapter are to be considered minimums. All persons required to provide insurance under this Chapter shall furnish such proof of insurance in such form as the Transportation Committee deems appropriate.

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History:

CHAPTER 65  
AIRPORT ADVISORY COMMITTEE

- 65.01 CREATION OF COMMITTEE
- 65.02 COMMITTEE PURPOSE
- 65.03 MEMBERSHIP
- 65.04 APPOINTMENTS TO THE COMMITTEE
- 65.05 DUTIES

65.01 CREATION OF COMMITTEE. There is hereby created a committee to be known as the Airport Advisory Committee.

65.02 COMMITTEE PURPOSE. The purpose of the Committee is to serve as a resource to provide public input with regard to the Sheboygan County Memorial International Airport "operational matters," which term shall be construed in its broadest manner.

65.03 MEMBERSHIP. The Committee shall consist of ten (10) members which members shall represent the following:

- (a) Two (2) members from the County Board Transportation Committee;
- (b) One (1) member from the Town Board of the Town of Sheboygan Falls or such other designee as appointed by the Town Board;
- (c) One (1) member representing the corporate business community who owns a hangar at the Airport;
- (d) One (1) member representing the private hangar owners;
- (e) One (1) member who is an aircraft owner who rents hangar or tie-down space at the Airport;
- (f) One (1) member who represents the Sheboygan Area Chamber of Commerce;
- (g) One (1) member representing the Fixed Base Operator;
- (h) One (1) member representing the largest private user of Airport services as determined by the Airport Superintendent; and
- (i) One (1) member representing the operator of the Aviation Heritage Center.

In addition to the above, a representative from the Airport Department-Division shall serve on the Committee as a resource person but shall not have any voting rights.

65.04 APPOINTMENTS TO THE COMMITTEE. Appointments to the Committee shall be made by the County Board Chairperson as to Transportation Committee members and the County Administrator as to public members from a list of names submitted by the County Board Committee responsible for operation of the airport and subject to confirmation by the County Board. The initial appointments shall be made so that one-half of the members shall serve a one-year term and one-half shall serve a two-year term. Thereafter, each member shall serve a two-year term unless a vacancy is created, and, in such event, appointments to fill the vacancy shall be for the remainder of the term being filled.

65.05 DUTIES. The Committee shall meet periodically to obtain public input as to Airport procedures and operational matters. The Committee shall also advise the Transportation Committee and make recommendations with regard to the maintenance and operation of the Airport. So that its members may not have any personal liability, the Committee shall have no authority other than to consult, advise, and recommend as to the above matters.



**(1 Qty) D/F Between Pole New 8'-6" x 6'-8" SIGN**

**County of Sheboygan N 6193 Resource Dr  
Sheboygan, WI 53085**



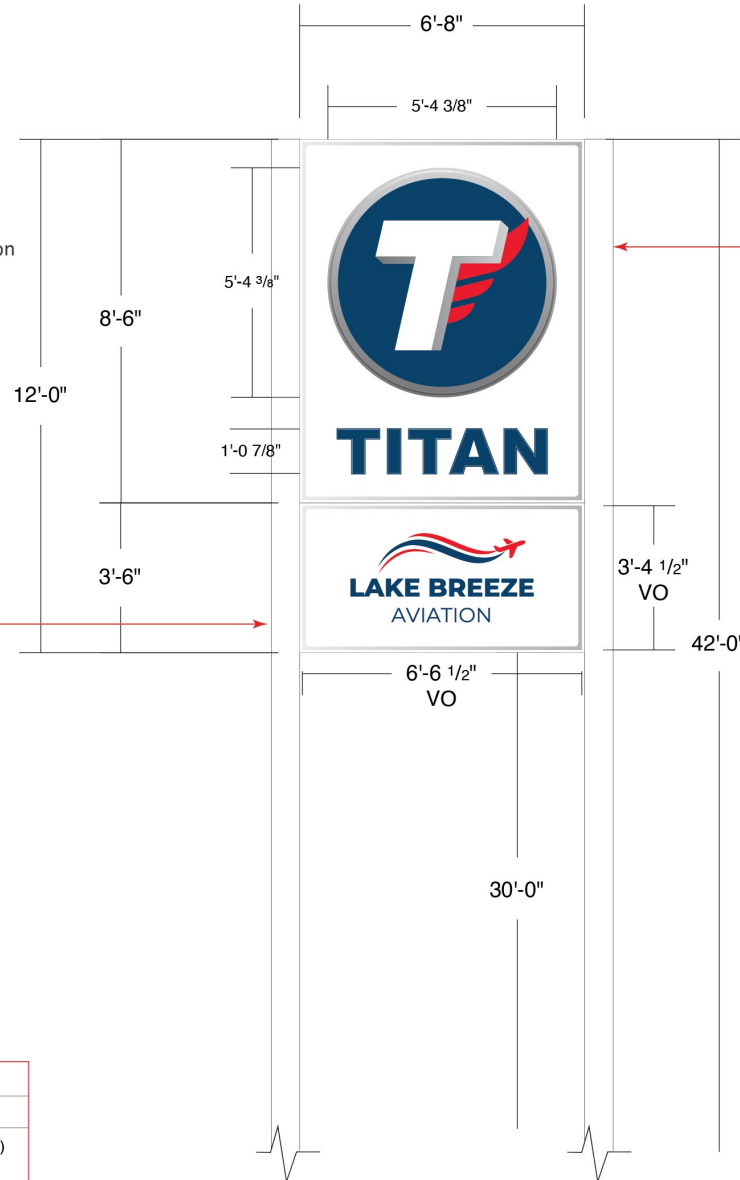
**8'-6" x 6'-8"**

Pan Formed and Clear Poly Face  
All Graphics 2nd Surface DEProduction  
White Retainers and Cabinet  
(MAP-LVS202 White)

**Titan Copy and Circle Logo**  
Step-In Embossed @ 1/2"

Color to Clear Poly	
DEProduction	
Digital File Name	New102x80.ai
Illumination	YES
Surface	2nd
Print To	Poly
Lamination	NO
Contour Cut	NO
Backspray White	NO
BackScreen White	NO
Digital White	YES
Distortion Required	YES
Color Match	YES
Color Build Required	NO
NOTES:	Dualite Titan Benchmark Color Print

Color to Clear Poly	
DEProduction	
Digital File Name	23-12-974.ai
Illumination	YES
Surface	2nd
Print To	Poly
Lamination	NO
Contour Cut	NO
Backspray White	NO
BackScreen White	NO
Digital White	YES
Distortion Required	NO
Color Match	NO
Color Build Required	NO
NOTES:	



**TITAN  
COLOR SPECS**



Lake Breeze info
<b>RETAINER:</b> (RVI) 3/4" PMS White
<b>FACE:</b> pan formed (UV polycarbonate) 2nd surface DEProduction
<b>DRAFT:</b> 5 degree

**Sketch No.**  
**23-12-947-N-TITAN-A2**

**Customer Signature**

**Scale:** 1/4" = 1' - 0"

**Date:** 12-27-2023

Dualite Sales & Service, Inc.  
WILLIAMSBURG, OHIO · CEDAR HILL, TEXAS

Dualite Sales & Service, Inc.  
One Dualite Lane  
Williamsburg, Ohio 45176

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Note: Dimensions are Approximate  
and Subject to Change Pending  
Review by Dualite Engineering.

## INDIVIDUAL AIRCRAFT HANGAR LEASE

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of December, 2023, by and between the **COUNTY OF SHEBOYGAN**, State of Wisconsin, hereinafter called "**LESSOR**" and **CARL SCHWIBINGER** and 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 G133, Individual Hangar Area, Map "A", Chapter 61, Sheboygan County Code of Ordinances. (N6046 Resource Drive, Sheboygan Falls, Wisconsin).

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 2024, the first payment due on January 1, 2024 and on January 1 of each year thereafter for the leased premises which contains a total of four thousand two hundred (4,200) 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:

40'-8" wide × 48'-4" deep individual aircraft hangar with roof peak height not to exceed 24'-0". Building color shall be compatible with existing hangars on Lots 7 through 31 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 Taxilanes "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 Manager 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

\_\_\_\_\_  
Thomas Wegner, Chairperson

\_\_\_\_\_  
Roger Te Stroete, Vice-Chairperson

\_\_\_\_\_  
Al Bosman, Secretary

\_\_\_\_\_  
Jacqueline Veldman

\_\_\_\_\_  
Jon Kuhlow

**LESSEE**

\_\_\_\_\_  
**CARL SCHWIBINGER**  
P.O. Box 36  
Plymouth, WI 53073

## INDIVIDUAL AIRCRAFT HANGAR LEASE

**THIS AGREEMENT**, entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the **COUNTY OF SHEBOYGAN**, State of Wisconsin, hereinafter called "**LESSOR**" and **DANIEL DOMINGUEZ**, 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 G233, Individual Hangar Area, Map "A", Chapter 61, Sheboygan County Code of Ordinances. (N6055 Resource Drive, Sheboygan Falls, Wisconsin) NOTE: Lot Size 80' x 80'.

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 2024, the first payment due upon signing of the prorated amount from January 1, 2024 through December 31, 2024, and subsequent annual payments payable on January 1 of each year thereafter for the leased premises which contains a total of six thousand four hundred (6,400) 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:

70' wide × 70' deep individual aircraft hangar with roof peak height not to exceed 24'-0". Building color shall be compatible with existing hangars on Lots 7 through 31 as approved by the Airport Superintendent.

A. **Construction Schedule.** If there is no hangar on the lot, **LESSEE** agrees to commence hangar construction on or before \_\_\_\_\_ of \_\_\_\_\_, 2024, with completion within six (6) months thereafter. All construction shall conform to the building code requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinances in effect. All plans for such buildings or structures shall be reviewed and approved in writing by **LESSOR** prior to construction.

B. **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**.

C. **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.

D. **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.

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

**F. 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.

**G. 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 property of **LESSEE** which is assessed as real property under Wis. Stat. § 70.13(3) 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 Taxilanes "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

\_\_\_\_\_  
Thomas Wegner, Chairperson

\_\_\_\_\_  
Roger Te Stroete, Vice-Chairperson

\_\_\_\_\_  
Al Bosman, Secretary

\_\_\_\_\_  
Jacqueline Veldman

\_\_\_\_\_  
Jon Kuhlow

**LESSEE**

\_\_\_\_\_  
**Daniel Dominguez**  
1784 High View Court  
Sheboygan, WI 53083



**LEASE AGREEMENT  
WITH AIRWORTHY AVIATION, LLC**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **SHEBOYGAN COUNTY** (hereinafter referred to as Lessor), and **AIRWORTHY WI, LLC**, (hereinafter referred to as Lessee);

**PRELIMINARY STATEMENTS:**

**WHEREAS**, Lessor owns and operates an airport known as the Sheboygan County Memorial Airport and, as Lessor, is desirous of leasing to Lessee certain premises hereinafter more fully described located on said Airport together with the right to use and enjoy individually and in common with others the facilities referred to; and

**WHEREAS**, Lessee may engage in the business of repairing and servicing of aircraft airframes, engines, instruments, propellers, and accessories in connection with said business in compliance with the terms of this Lease Agreement and Chapter 64 of the Sheboygan County Code; and

**WHEREAS**, Lessee desires to lease said property and rights from Lessor.

**NOW, THEREFORE**, for and in consideration of events, covenants, and agreements herein contained, Lessor does hereby lease to Lessee the following premises, rights, easements, and obligations on and to the Airport under the following terms and conditions:

**1. Premises Leased.**

A. Lessor does hereby lease to Lessee the following described portions of the hangar at N6185 Resource Drive, Sheboygan Falls, Wisconsin for Lessee's exclusive use:

(1) Shop floor space of 3,278 square feet and office, parts, bathroom and hallway areas totaling 1,240 Square feet.

B. Lessee shall have the right to use the premises to operate a business repairing and servicing of aircraft airframes, engines, instruments, propellers, and accessories in connection with the business.

**2. Term.** The term of this Lease shall be for a period of one (1) year commencing on February 1, 2024 ("Commencement Date"). Provided the Lessee is not in default under the Lease, the Lease will automatically renew for one (1) year unless either party gives the other sixty (60) days written notice to terminate.

### **3. Rent and Other Financial Obligations**

- A. Rent for the leased premises shall be \$1640.00 per month and shall be paid in advance on or before the first of the month beginning February 1, 2024.

After the first year, rent shall be subject to re-examination and readjustment by Lessor each year with notice of any readjustment by Lessor to be provided to Lessee not later than ninety (90) days prior to the Commencement Date. Lessor may adjust these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any Aircraft Engine and Airframe Maintenance and Repair Operator.

- B. Lessee shall be responsible for other payments and fees relating to the operation of the business including all required taxes. Such payments shall be made in a timely manner. Under no circumstances shall Lessor be responsible for payment of any taxes or bills owed by Lessee.
- C. Lessee shall be responsible for 35% of the utility bills for N6185 Resource Drive, which is the total square footage leased to Lessee as a percentage of the overall square footage of the hangar receiving metered utilities. Lessor shall provide Lessee with the amount due based on prior month usage and such payment shall be made with the following month's rental payment.

### **4. Insurance**

- A. Lessee shall maintain in full force and effect a policy of comprehensive liability insurance issued by a company licensed to do business in Wisconsin and shall insure Lessee for aircraft liability in the amount of \$1,000,000.00, combined single limit; and airport liability in the amount of \$1,000,000.00 single limit, premises plus \$1,000,000.00 single limit, products/completed operations no sub limit; Lessee shall also provide a policy of insurance hangar keepers and/or products liability in a sum sufficient to adequately cover the maximum liability exposure based on the intended use of the premises or value of equipment to be serviced. The policy of insurance shall be approved by the Sheboygan County Corporation Counsel prior to filing with the County Clerk. The policy of insurance shall contain a provision that it may not be canceled before the expiration of its term except upon thirty (30) days' written notice to the County Clerk of Sheboygan County. The

cancellation or other termination of any insurance policy issued in compliance with this Section shall automatically terminate the Lease unless another policy has been filed and approved pursuant to this Section and in effect at the time of such cancellation or termination.

- B. Lessee agrees to hold Lessor harmless from and indemnify against loss from each and every claim and demand of whatever nature made on behalf of or by any person or persons from any wrongful, careless, or negligent act or omission on the part of Lessee, his agents, and employees and from all loss and damages by reason of such acts or omissions.

## **5. Use of Premises**

- A. The premises leased to Lessee shall be used and occupied solely for the purpose of operating the business described in Section I and no other. Lessee may not perform any service or business on the Airport grounds unless such service or business is included in this Agreement, or amendments thereto, or otherwise approved by the Sheboygan County Transportation Committee. The property cannot be sublet or divided without the prior written permission of Lessor.
- B. Lessee may not park any vehicles, trailers, motor homes, mobile homes, or any other vehicle or trailer on the leased premises without prior written approval of Lessor.
- C. Lessee shall have non-exclusive use in common with others of Airport automotive parking areas, appurtenances, and improvements thereon.
- D. Lessee shall have the right to install, operate, maintain, repair, and store, subject to approval of Lessor, in the interest of safety and convenience of all concerned all equipment necessary for the conduct of Lessee's business.
- E. Lessee shall have the right to maintain and operate a repair shop for the repairing and servicing of aircraft airframes, engines, instruments, propellers, and accessories in connection with said business upon Lessee's premises.
- F. Lessee shall abide by any and all rules, requirements, or mandates imposed on Lessor by the Federal Aviation Agency or any other agency or branch of the federal or state government.

## **6. Lessor Rights and Responsibilities**

- A. Lessor shall provide to Lessee the rights in common with others authorized to use common areas of the Airport including runways, taxiways, aprons, roadways, flood lights, landing lights, signals, and other conveniences for the takeoff, flying, and landing of aircraft of Lessee, if applicable.
- B. Lessor shall provide the right of ingress to and egress from the leased premises which shall be limited to streets, driveways, or sidewalks designated for such purposes by Lessor, which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
- C. Lessor shall extend to Lessee the same fire and police protection extended to other tenants and facilities at the Airport. Lessor shall also provide snow removal services to Lessee up to five (5) feet from the aircraft hangar door.
- D. Lessor reserves the right to enter upon the premises at any reasonable time upon 12 hours prior notice 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 Agreement. Before providing notice of inspection, Lessor will use reasonable efforts to coordinate a mutually agreeable time for the inspector with Lessee. In the event of an emergency threatening the condition of the premises, Lessor may enter the premises immediately.
- E. Lessor reserves the right to further develop or improve the landing area of the Airport as it, in its sole discretion, deems appropriate regardless of the desires or view of Lessee.
- F. 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.
- G. During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee for his business operation, the rent shall abate and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.
- H. During a time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the U.S. government. If 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.

- I. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or Lessor and 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 funds for the Airport.
- J. Lessor shall keep the foundation, bearing walls, exterior walls, roof, and any other structural portions of the Property in proper repair, and make repairs to the HVAC or electrical components as necessary during the Lease or any renewal or extension thereof. Lessee shall be responsible for minor repairs and maintenance as described in Section 7.H. below.

## **7. Lessee's Rights and Responsibilities**

- A. Lessee may not at any time during the term of this Lease assign, hypothecate, sublease, or transfer in any way this Lease or any interest therein with the prior written consent of Lessor.
- B. Lessee agrees to operate the premises leased for the use and benefit of the public. Lessee further agrees to:
  - (1) Furnish good, prompt, and efficient service to meet all of the demands for its service at the Airport;
  - (2) Furnish said service on a fair, equal, and non-discriminatory basis for all users;
  - (3) To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service, provided that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reduction to volume purchasers.
- C. Lessee agrees that no outdoor signs or advertising matter may be placed on the premises without the consent of Lessor.
- D. Lessee agrees to maintain operations pursuant to a schedule of hours which shall be filed with and approved by Lessor. Hours of operation shall not be reduced below the minimum scheduled hours without the written consent of Lessor. Lessee

agrees that the schedule of operation hours shall be subject to review on an annual basis.

- E. Lessee agrees to comply with the minimum standards of Sheboygan County Code Section 64.04:
- (1) The Lessee shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the Federal Aviation Administration as an approved aircraft maintenance repair facility (FAR Part 91).
  - (2) The Lessee shall have the premises open and services available eight (8) hours daily, five (5) days each week.
  - (3) The Lessee shall have in Lessee's employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed and who holds an airframe, power plant, or an aircraft inspector rating, and one (1) other person not necessarily rated.
  - (4) The Lessee shall make provision for someone to be available at all times during the required operating hours.
- F. Lessee shall be responsible for snow removal within five (5) feet of the aircraft hangar door and the sidewalk leading to the west entrance of the leased premises.
- G. Lessee shall comply with all applicable provisions of Chapters 61, 62, 63, 64, and 65 relating to the airport.
- H. Lessee shall be responsible for repairs and maintenance affecting only Lessee's portion of the hangar, including overhead door, lighting, plumbing and fixture replacement.
- I. Lessee may make improvements to the premises after receiving approval from the Airport Superintendent. Any such improvements shall inure to the benefit of Lessor upon the termination of this lease and Lessee shall not be entitled to an offset in rental payments or other monetary compensation for improvements so made.

## 8. Termination of Agreement

- A. Lessor may terminate this Lease before the term specified herein under any of the following occurrences:
- (1) If Lessee fails to pay the rent or use charges hereunder within thirty (30) days after same shall become due;
  - (2) If Lessee fails to pay all taxes or assessments that may be levied against the personal property of the Lessee.
  - (3) If Lessee violates any of the restrictions in this Lease or fails to keep any of its covenants after written notice to cease such violations and subsequent failure to correct such violation within thirty (30) days after receipt of said notice;
  - (4) In the event Lessee shall file any petition for voluntary bankruptcy or shall have filed against him or her an involuntary petition for bankruptcy.

## 9. Arbitration

Any and every dispute arising out of or relating to this Agreement and any claim affecting its validity, construction, effect, performance, or termination shall be determined by binding arbitration conducted in Sheboygan, Wisconsin, and shall be administered by the American Arbitration Association ("AAA") under its then-effective commercial arbitration rules to the extent such rules do not conflict with this Lease. The arbitrators shall only have authority to award compensatory damages, arbitration costs, declaratory relief, and permanent injunctive relief if applicable and consistent with the terms of this Lease. Each party to the arbitration shall bear its own costs. In the event a party seeks emergency injunctive relief from a court of competent jurisdiction, such action shall not constitute a waiver of the provisions of this Paragraph.

**IN WITNESS WHEREOF**, the parties have executed these presents and affixed their seals thereto.

**SHEBOYGAN COUNTY**  
**Lessor**  
 By Its Transportation Committee

**AIRWORTHY WI, LLC**  
**Lessee**  
 By

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Thomas Wegner, Chairperson

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Anthony C. Piechowski, Owner

Roger Te Stroete, Vice Chairperson

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Al Bosman, Secretary

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Jacqueline Veldman

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Jon Kuhlou