

## NOTICE OF MEETING

### SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE

**December 5, 2022**

**9:00 A.M.**

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

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

Call to Order

Certification of Compliance with Open Meeting Law

Citizen Input and Comments

Approval of Minutes: Transportation Committee Meeting – November 7, 2022

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 Farm Lease Renewals - Airport
- Consideration of Table of Organization Change Airport / Highway
- Consideration of Awarding Fuel Contract (Airport)
- Consideration of Carryover of Unexpended 2022 Appropriations for 2023 for Airport and Highway
- Consideration of Vacant Position Requests for Airport and Highway for 2023
- Consideration of Hiring Above Mid-Point
- Consideration of Hiring Limited Term Employees (Student & Truck Drivers) for 2023
- Consideration of Use of Fund Balance to Purchase Equipment
- Consideration of Placing Our Order for Some of the 2024 Equipment
- Consideration of a Budget Adjustment for Airport and Highway Departments
- Consideration of the Use of Property for Medivac Helicopter June 15-18 & August 3-6, 2023 for Road America Events
- 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.)

Adjournment

Next Scheduled Meeting: January 9, 2023

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

**November 7, 2022**

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

**Adjourned: 10:48 A.M.**

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

ALSO PRESENT: Greg Schnell, Matt Grenoble, Emily Stewart, 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 1:15 p.m. on November 4, 2022.

There was no citizen input.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve the minutes from October 3, 2022 as presented. Motion carried.

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

Supervisor Te Stroete made a motion and Supervisor Bosman seconded the motion to approve Supervisor Wegner and Supervisor Kuhlow's attendance at the Sheboygan County Economic Development meeting. Motion carried.

There was no correspondence reported.

Airport Activities: Airport Superintendent Matt Grenoble provided the fuel flowage report and noted that there was a 101% increase from total fuel sales in October 2022 compared to October 2021. There is 14% decrease in total fuel sales for year to date of 2022 compared to year to date total fuel sales in 2021. Grenoble said that MB Companies has been awarded the contract for the broom truck. Grenoble stated that Meade & Hunt were awarded the contract for the drainage study.

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

Supervisor Te Stroete made a motion and Supervisor Bosman seconded the motion to approve three employees to attend the Professional Development Training on December 5<sup>th</sup> and 6<sup>th</sup>. Motion carried.

Transportation Director Greg Schnell said that Mountain Ltd (on behalf of Verizon Wireless) has expressed interest in renting a space on the grounds of the Cascade Shed. Schnell mentioned that the department will be making improvements at the site in the near future. The committee suggested holding off on renting the space until at such time we know what / where we will be

updating at the shed. Schnell will contact Mountain Ltd and let them know we are not interested in renting a location at this time.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to not approve reducing the speed on County Road PP from STH 57 East to Willow Road as there is not sufficient evidence to show the reduction is necessary. Motion carried.

Supervisor Veldman made a motion and Supervisor Te Stroete seconded the motion to approve a Solar Feasibility Study at the Sheboygan County Memorial Airport. Motion carried.

Supervisor Kuhlow made a motion and Supervisor Bosman seconded the motion to approve a Commercial Account Right of Entry Agreement between Sheboygan County and Charter Communications Operating, LLC. Motion carried.

Transportation Director Greg Schnell gave an overview of the 3<sup>rd</sup> quarter variance report.

Highway Activities and Updates: Schnell said that the Highway Department is hoping to have the rest of the paving done in the next one to two weeks. Schnell said that as they close out the 2022 financials, it seems they will have a positive variance and will look into replacing, two (2) D4 Dozers. The committee discussed the hardships with obtaining a CDL and Schnell would like to work with Human Resources to explore options for future employees.

The next Transportation Committee meeting will be on Monday, December 5, 2022 at 9:00 a.m.

Motion by Bosman and seconded by Supervisor Kuhlow to adjourn at 10:48 a.m. Motion carried.

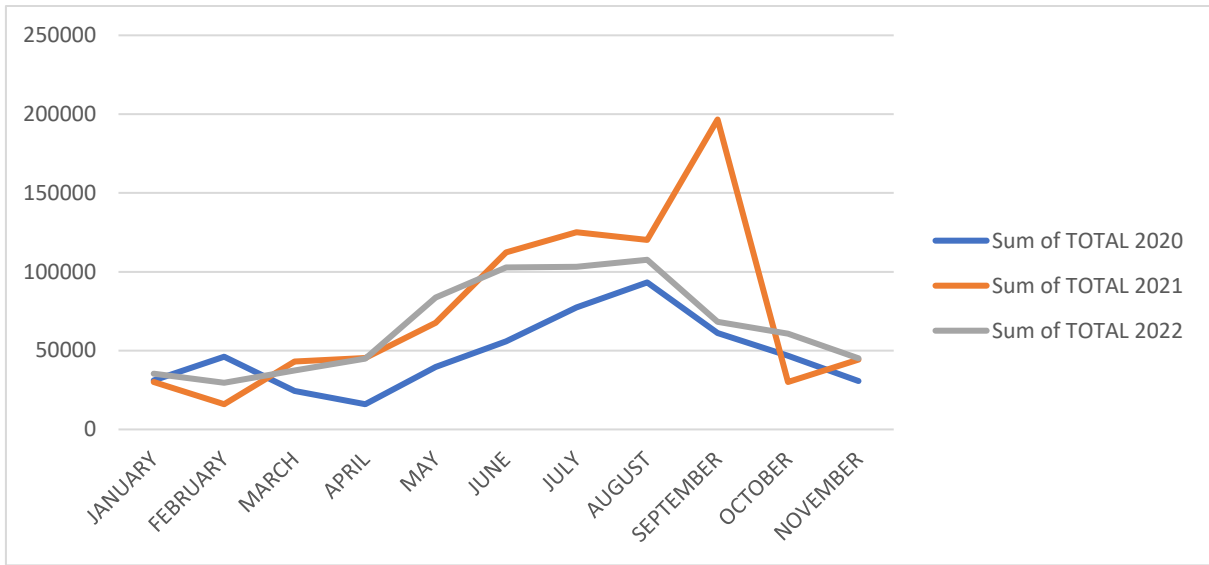
Amy Wieland  
Recording Secretary

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Al Bosman  
Committee Secretary

**Sheboygan County Memorial Airport  
Fuel Flowage Report  
November 2022**

	November			Year-to-Date		
	2022	2021	% Change	2022	2021	% Change
<b>Jet-A</b>	45,172	44,305	2%	683,484	798,062	-14%
<b>100LL</b>	0	0	0%	35,226	32,805	7%
<b>Total Fuel</b>	45,172	44,305	2%	718,710	830,867	-13%
<b>Revenue (\$.14/gal)</b>	\$6,324.08	\$6,202.70	2%	\$100,619.40	\$116,321.38	-13%



## Carryover of Unexpended 2022 Appropriations to 2023

Department Name: Airport

Account Number	Requested \$ Amount	Item Description	Justification	Reason Unexpended in 2022
116.531105	\$15,000	Consulting Fes	Project timelines pushed out	Projects were pushed out due to other priorities Airfield painting was delayed due to Bureau of Aeronautics bidding process, Fencing Repairs were on
116.532120	\$38,221	Airfield Painting/Fencing Repairs	Project timelines pushed out	pushed out due to other priorities
116.532145	\$10,000	Roof Repairs	Project timelines pushed out	Projects were pushed out due to other priorities
116.533105	\$9,796	Advertising	Project timelines pushed out	Contingent on the startup of FBO
187.565010	\$58,577	Snow Removal Equipment	Will not receive equipment till next year	Supply chain issues
	<b>\$131,594</b>		<b>TOTAL REQUEST</b>	

## Carryover of Unexpended 2022 Appropriations to 2023

Department Name: Highway

Account Number	Requested \$ Amount	Item Description	Justification	Reason Unexpended in 2022
48800.531210	\$198,723	Engineering Costs	Timelines of projects shifted	Engineers timelines were shifted as the projects timelines shifted
444.533928	\$3,305	Computer Equipment	Will be receiving next year	Supply chain issues
440.565008	\$165,253	Machinery & Equipment - 8 Years	Will be receiving next year	Supply chain issues
440.565010	\$63,384	Machinery & Equipment - 10 Years	Will be receiving next year	Supply chain issues
440.567006	\$105,417	Trucks - 6 Years	Will be receiving next year	Supply chain issues
440.567009	\$683,799	Trucks - 9 Years	Will be receiving next year	Supply chain issues
	<b>\$1,219,880</b>		<b>TOTAL REQUEST</b>	



# SHEBOYGAN COUNTY

**Greg Schnell**  
*Transportation Director*

**Matt Grenoble**  
*Airport Superintendent*

To: Transportation Committee

From: Greg Schnell, Transportation Director 

Date: December 5, 2022

Re: 2022 Budget Adjustments for Transportation Department - Airport Division

The Transportation Department – Airport Division is submitting for approval the following budget adjustments. Please see the chart below. We are offsetting the debits with the credits from State payments, regular wages, and under budget expenses.

ACCOUNT	ACCOUNT NAME	DEBIT	CREDIT
116.423675	Other State Payment		34,442
116.511105	Regular Wages		22,501
116.531105	Consulting	12,500	
116.531815	Electric		6,000
116.532130	Plumbing Maintenance	18,700	
116.532205	Heat Maintenance	4,000	
116.533505	Supplies General	10,000	
116.533830	Diesel	3,923	
116.534115	Rental of Equipment	5,800	
116.534115	Health Insurance		24,480
116.551105	Maintenance Services - Electrical	6,500	
116.552115	Highway Department	20,000	
116.565010	Machinery & Equipment - 10 Years	6,000	

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

Telephone (920) 459-3822  
Telephone (920) 467-8052

greg.schnell@sheboygancounty.com  
matt.grenoble@sheboygancounty.com  
www.sheboygancounty.com





# SHEBOYGAN COUNTY

**Greg Schnell**  
*Transportation Director*

To: Transportation Committee  
From: Greg Schnell, Transportation Director *GS*  
Date: December 5, 2022  
Re: 2022 Budget Adjustment for Transportation Department – Highway Division

The Transportation Department – Highway Division is submitting for approval the following budget adjustments. Please see the information in the chart below. The credits are coming from the increases in revenue and the unspent line items from our 2022 budget.

ACCOUNT	ACCOUNT NAME	DEBIT	CREDIT
48800.423375	State Transportation Revenue		84,933.00
590111.424210	Highway Administrative Revenue		429,000.00
590111.424205	Highway Maintenance Revenue		19,433.00
43001.426305	Municipal Revenue		2,739,000.00
43001.426310	Municipal Administrative Revenue		135,000.00
43001.453100	Highway, Street Maintenance Revenue		70,000.00
43007.472300	Interdepartmental Revenue		136,000.00
48800.511105	Regular		100,000.00
444.5311105	Consulting	10,000.00	
48800.531210	Engineering	20,500.00	
444.531235	DP - Software Maintenance		36,000.00
48800.531450	Transportation	400,000.00	
469.531820	Natural Gas	50,000.00	
44401.531825	Oil	65,000.00	
469.532205	Heat Equipment Maintenance	14,600.00	
446.532315	Tires	15,000.00	
446.532320	Auto Parts	85,000.00	
446.533480	Right of Way		24,000.00
48800.533505	Supplies General	143,200.00	
48800.533805	Roadway	4,511,758.00	
446.533825	Fuel - Gasoline	101,700.00	
446.433830	Fuel - Diesel	377,000.00	
44401.533832.101	Fuel-Propane	375,000.00	
44000.533913	Inventory Adjustments		580,000.00
44000.533914	Purchase Price Variance		160,000.00
48800.533940	Cost of Goods Sold		1,500,000.00
48800.534115	Rental of Equipment		84,000.00
44000.551105	Health Insurance		150,000.00
444.556108	Employee Wages & R		17,000.00
440.561000	Land	27,813.00	
440.565010	Machinery & Equipment - 10 Years	55,105.00	
441.631500	Land Records Usage	12,690.00	

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W5741 CTH J  
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greg.schnell@sheboygancounty.com  
www.sheboygancounty.com

**LICENSE AGREEMENT**  
*(Road America Emergency Rescue)*

**THIS LICENSE AGREEMENT** ("this Agreement") is entered into as of this \_\_\_\_\_ Day of \_\_\_\_\_, 2022, by and between **ELKHART LAKE'S ROAD AMERICA, INC.** ("Road America"), a Wisconsin corporation, whose mailing address is P.O. Box 338, Elkhart Lake, Wisconsin 53020-0338, and **SHEBOYGAN COUNTY** ("County"), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

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

**WHEREAS**, from June 15, through June 18, 2023, Road America will host the INDYCAR Series ("the INDYCAR Race") which is expected to draw racing drivers and fans from around the world, and

**WHEREAS**, from August 3, through August 6, 2023, Road America will host the IMSA Event is expected to draw racing drivers and fans from around the world, and ("the IMSA Race")

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

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

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

**WHEREAS**, the Transportation Committee reviewed and approved the proposed use of County's Property at its meeting on the 5<sup>th</sup> of December 2022;

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

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

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

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

**3. Term of INDYCAR License.** The INDYCAR License shall commence on June 15, 2023 and shall remain in full force and effect through June 18, 2023 (the "**INDYCAR Term**"). Road America shall coordinate, prior to entry, all its activities with the County Highway Commissioner. Upon the expiration of the INDYCAR Term, and notwithstanding anything contained in this Agreement to the contrary, Road America shall remove all personnel, machinery, and equipment and shall otherwise leave the Property in a secure and safe condition.

**4. Term of IMSA License.** The IMSA License shall commence on August 3, 2023 and shall remain in full force and effect through August 6, 2023 (the "**IMSA Term**"). Road America shall coordinate, prior to entry, all its activities with the County Highway Commissioner. Upon the expiration of the IMSA Term, and notwithstanding anything contained in this Agreement to the contrary, Road America shall remove all personnel, machinery, and equipment and shall otherwise leave the Property in a secure and safe condition.

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

**6. Waiver.**

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

B. Road America, for itself and for any and all employees, volunteers, and agents of Road America, hereby waives all rights to make any claim, whether at law, in equity, or administratively or to file suit against County, its agents, servants, officers, employees, trustees, officials, insurers, attorneys, successors,

and assigns for any damage, loss, cost, or expense in connection with Road America's entry upon the Property and the activities conducted thereon.

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

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

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

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

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

**ELKHART LAKE'S ROAD AMERICA, INC.**

**SHEBOYGAN COUNTY**

By \_\_\_\_\_  
Name/Title

By \_\_\_\_\_  
Adam N. Payne, County Administrator

By \_\_\_\_\_  
Name/Title

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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**EXHIBIT A**

**Legal Description of the Property**

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

**EXHIBIT B**

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

