

NOTICE OF MEETING

SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE

July 22, 2024

9:00 A.M.

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

AGENDA

Call to Order

Certification of Compliance with Open Meeting Law

Citizen Input and Comments

Approval of Minutes: Transportation Committee Meeting – July 1, 2024

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 Airport Zoning Map
- Consideration of Termination of Lease Agreement by Mutual Consent for Hangar Lease N6266 Resource Drive Lot Numbers One (1) and Two (2) with Richardson Industries, Inc.
- Consideration of Hangar Lease N6222 Resource Drive Lot Numbers One (1) and Two (2) with Kohler Co.
- Consideration of Amendment to Industrial Hangar Lease Agreement with Kohler Co. (Hangar Parcel and Ramp Parcel)
- Consideration of Utility Permit
- Update Driveway – Lakeshore Drive
- Consideration of Authorizing County Aid for Culvert and Bridge Construction in the Towns of Lima, Sheboygan, and Sheboygan Falls
- 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, August 5, 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

July 1, 2024

Called to Order: 8:32 A.M.

Adjourned: 9:00 A.M.

MEMBERS PRESENT: Thomas Wegner, Jackie Veldman, Vern Koch, Jon Kuhlow, and Jay Vander Weele

ALSO PRESENT: Bryan Olson and Brenda Hanson

Chairman Wegner called the meeting to order at 8:32 a.m.

Chairman Wegner certified compliance with the open meeting law. The notice was posted at 3:45 p.m. on June 27, 2024.

Citizen Input and Comments: none

Supervisor Kuhlow made a motion and Supervisor Koch seconded the motion to approve the minutes from the May 30, 2024. Motion carried.

Supervisor Koch made a motion and Supervisor Kuhlow seconded the motion to approve the vouchers. Motion carried.

Supervisor Koch made a motion and Supervisor Kuhlow seconded the motion to approve Supervisors Veldman's attendance at the WCHA Summer Road School. Motion carried.

Transportation Director Bryan Olson updated the committee on current activities at the airport.

Supervisor Veldman made a motion and Supervisor Kuhlow seconded the motion to approve the Five – Year Capital Plan. Motion carried.

Supervisor Koch made a motion and Supervisor Veldman seconded the motion to approve the Departmental Vehicle Use Policy / Inventory (Airport & Highway). Motion carried.

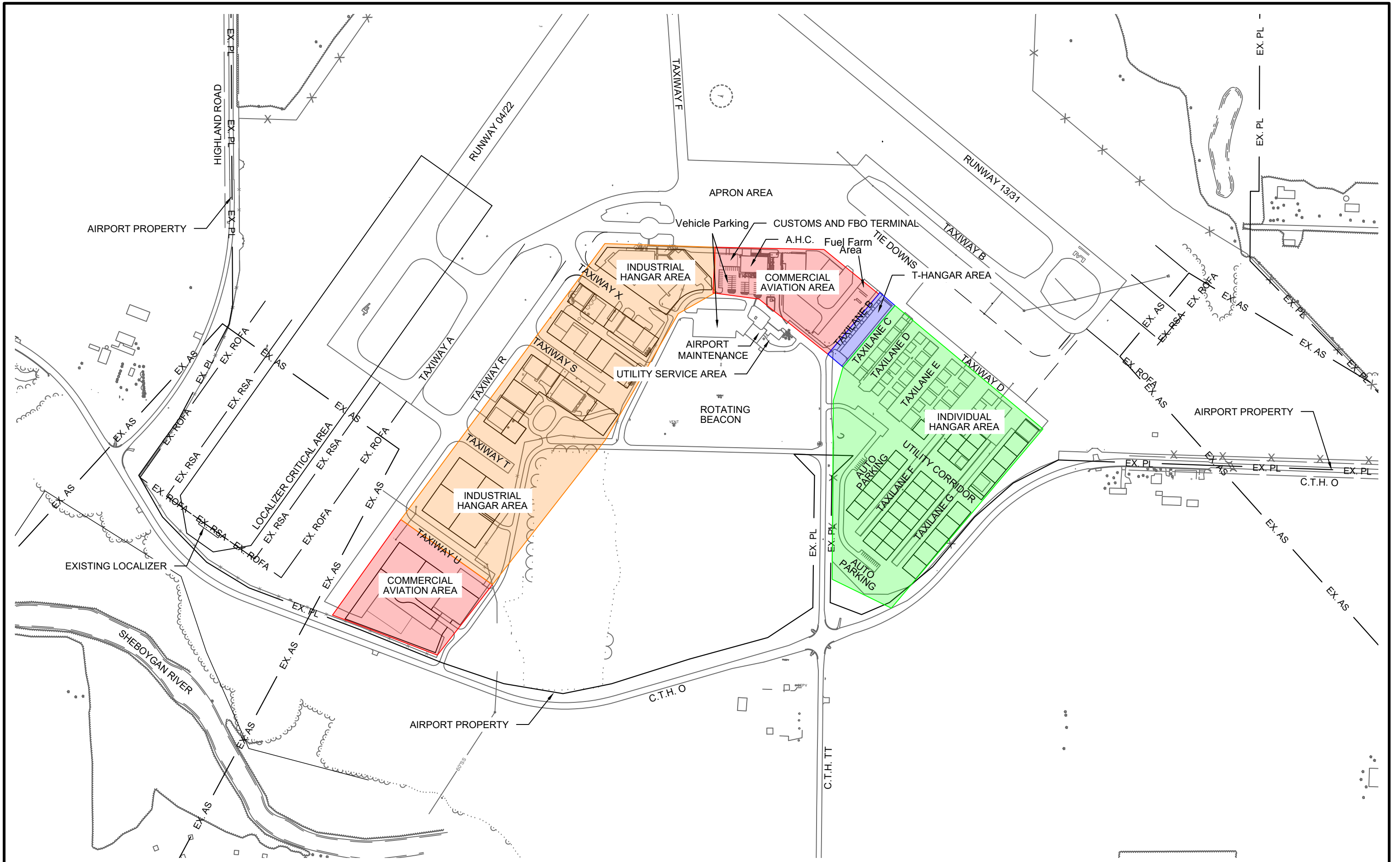
Olson updated the committee on current activities at the Highway Department.

The next Transportation Committee meeting will be on Monday, July 22, 2024 at 9:00 a.m.

Motion by Supervisor Veldman and seconded by Supervisor Vander Weele to adjourn at 9:00 a.m. Motion carried.

Bryan Olson
Recording Secretary

Jon Kuhlow
Committee Secretary



PROJECT DATE:	NO.	DATE	REVISION	BY:
DRAWN BY: RMF				
DESIGNED BY: RMF				
CHECKED BY: RMF				

PLOT DATE: 6/19/2020 2:29 PM, P:\90a\95\1AIRPORTS\1AP Files_Individual AP's\Sheboygan County\MiscProjects\Misc Maps\SBM_TwyMapUpdate\2020_SBM Map A Update.dwg

TERMINATION OF LEASE AGREEMENT
BY MUTUAL CONSENT

This Agreement for termination of an Industrial Aircraft Hangar Lease dated January 17, 2014 and assigned to Lessee on _____, 2024, is between **SHEBOYGAN COUNTY**, hereinafter referred to as "**LESSOR**," and **RICHARDSON INDUSTRIES, INC.**, hereinafter referred to as "**LESSEE**."

WITNESSETH

On January 17, 2024 **LESSOR** entered into a Lease with **LESSEE** pursuant to which **LESSOR** let to **LESSEE** premises commonly known as Lot Number One (1) in Row Two (2) of Map "A," Sheboygan County Airport, as set forth on Exhibit A attached hereto (N6222 Resource Drive) (the "Premises"), for an initial term of fifty (50) years with renewal options exercisable by **LESSEE**.

LESSOR and **LESSEE** have decided that it is in their mutual best interests to terminate the Lease. It is the intention of **LESSOR** and **LESSEE** to effect the cancellation of the Lease by this instrument.

Therefore, in consideration of the covenants and agreements contained in this Agreement and of the release and surrender by **LESSEE** of the Lease and all of its rights in the Lease and all of its rights in and to the Premises, and of the release by **LESSOR** of all obligations of **LESSEE** under the Lease and for other good and valuable consideration, the receipt and sufficiency of which the parties to this Agreement acknowledge, **LESSOR** and **LESSEE** agree as follows:

SECTION ONE
LESSEE'S RELEASE OF LEASE

From and after the date upon which a new Lease for the Premises is entered into between **LESSOR** and **KOHLER CO.**, **LESSEE** surrenders to **LESSOR** the Lease and all rights of **LESSEE** in and to the Premises, however acquired, together with all of its right, interest, and title, if any, in and to all improvements, furniture, personal property, equipment, and fixtures contained in the Premises and all of the rights of **LESSEE** in and to the Lease.

SECTION TWO
LESSEE'S RELEASE OF CLAIMS

LESSEE for itself and its successors and assigns releases all claims, demands, or causes of action against **LESSOR**, subject to the warranties made by **LESSOR**, arising after the termination date of the Lease or its use and occupancy of the Premises or the termination of the Lease and surrender of the premises.

SECTION THREE
LESSOR'S ACCEPTANCE

LESSOR for itself and its successors and assigns, subject to the warranties and indemnities made by **LESSEE** in this Agreement accepts the surrender of the Lease and of the Premises from the termination date and forever releases **LESSEE** and its successors and assigns and any guarantor of the Lease or of any of the obligations of the

Lease from any claim, demand, or cause of action against **LESSEE**, its successors and assigns, arising after the termination date out of the termination and surrender of the Lease and surrender of the Premises.

SECTION FOUR
EFFECT OF TERMINATION

LESSOR and **LESSEE** agree that the Lease is to be canceled and the term brought to an end as of the termination date with the same force and effect as if the term of the Lease were fixed to expire on the termination date by the provision of the Lease.

SECTION SIX
LESSOR'S WARRANTIES

LESSOR warrants to **LESSEE** that it is the owner of the premises and of the **LESSOR's** interest in the Lease, with full power and authority to cancel it.

SECTION SEVEN
LESSEE'S WARRANTIES

LESSEE warrants to **LESSOR** that:

A. It is the legal and equitable owner of the **LESSEE's** interest in the Lease with full power and authority to terminate it.

B. The Lease is not and has not been assigned or transferred and is not and has not been hypothecated, pledged, mortgaged, or in any other way encumbered, or that any such encumbrances has been extinguished.

C. All subleases, concessions, and other rights of use and occupancy of the Premises have been legally terminated, and all charges paid in full and no cause of action against **LESSOR** exists as of the date of this Agreement nor will exist subsequent to this Agreement in any party to a sublease, concession, agreement for use, or occupancy or based on inducing the breach of a contract with respect to it.

D. All rent or other payments have been paid in full or prorated to the termination date.

E. Any charges for utility service (gas, water, electricity, etc.) have been paid in full.

F. There are no outstanding contracts for the supply of labor or materials as of the date of this Agreement and no work has been done or is being done nor have materials been delivered to the Premises for which full payment has not been made or for which a mechanic's lien could be asserted or foreclosed under the lien laws of Wisconsin.

G. Neither **LESSEE** nor any of its predecessors in interest under the Lease has done or permitted anything resulting in the premises or **LESSOR's** title to the Premises being in any manner encumbered or charged.

H. All taxes, charges, assessments, levies, or impositions required by the Lease to be paid by **LESSEE** have been paid in full, except those charges approved by **LESSOR** and prorated to the termination date.

I. **LESSEE** is a legal and equitable owner of all buildings on said Premises which will remain and which **LESSOR** has permitted to remain on the Premises. Title shall be transferred by **LESSEE** to **AVIATION BY DESIGN LLC**, contemporaneously with the entry of this new Lease between **LESSOR** and **AVIATION BY DESIGN LLC**, and the termination of this Lease.

SECTION EIGHT
INDEMNIFICATION OF LESSOR

LESSEE agrees to defend and indemnify **LESSOR** from all loss or damage sustained by **LESSOR** and all expenses, costs, and attorneys' fees of **LESSOR** in any action or defense undertaken by **LESSOR** to protect itself from such loss or damages resulting from any breach by **LESSEE** of the representations and warranties made in this Agreement, from **LESSEE**'s termination of the Lease, from any lien, charge, encumbrance, or claim against the Premises, or from any claim against **LESSOR** for which **LESSEE** is responsible.

SECTION NINE
BINDING EFFECT

This Agreement shall bind and inure to the benefit of the parties to it and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, **LESSOR** and **LESSEE** have duly executed this Agreement on the ____ day of _____, 2024.

LESSOR:

SHEBOYGAN COUNTY
By Its Airport Superintendent

MATTHEW GRENOBLE

LESSEE:

RICHARDSON INDUSTRIES, INC.
By Its President

DAVID RICHARDSON, JR.

**INDUSTRIAL AIRCRAFT
HANGAR LEASE**

THIS AGREEMENT, is entered into by and between the **COUNTY OF SHEBOYGAN**, State of Wisconsin, is a Wisconsin government body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081, hereinafter referred to as "**COUNTY**;" and **KOHLER CO.**, a Wisconsin corporation existing under the laws of the State of Wisconsin, having its principal offices at 444 Highland Drive, Kohler, WI 53044, hereinafter referred to as "**KOHLER CO.**."

PRELIMINARY STATEMENTS

COUNTY owns and operates in the Town of Sheboygan Falls, Wisconsin, an airport which includes aeronautical navigation facilities, said airport being known as the Sheboygan County Memorial Airport (the "Airport") and **COUNTY** is desirous of leasing to **KOHLER CO.** certain premises to use and enjoy individually and to use in common with others the additional facilities referred to herein; and

KOHLER CO. bases its aircraft at the Airport and intends to construct new facilities for the housing of its aircraft and therefore desires to lease property and rights from **COUNTY** for such purpose; and

KOHLER CO. will use said property for the purpose of storage, maintenance, and operation of aircraft owned or operated by **KOHLER CO.** and activities incidental to such purpose; and

KOHLER CO. desires to lease Lots 1 and 2, Row 2 (see attached Plot Plan Map - **Exhibit A**) (N6222 Resource Drive), for the purpose of maintaining thereon a hangar and ramp area.

LEASE AGREEMENT

IN CONSIDERATION of the rental charges, covenants, and agreements herein contained, the parties agree as follows:

1. LEASE AND PROPERTY DESCRIPTION. **COUNTY** hereby leases unto **KOHLER CO.** the following described tract of land at said Airport with respect to which **KOHLER CO.** is to have for the term of this Lease the exclusive use of said tract described as follows:

Lot Numbers One (1) and Two (2) in Row Two (2) of Map "A," Sheboygan County Airport Ordinance No. 1, 1962, revised June 14, 1977, as set forth on Exhibit A attached. N6222 Resource Drive.

Any new building constructed on such premises shall be constructed at the grade level approved by **COUNTY**; and in the event additional fill is required to obtain the level specified by **COUNTY** and to provide the drainage contours required for the flow of surface water, **KOHLER CO.** shall, at its own expense, provide such fill materials.

2. TERM. The term of this Lease shall ~~be for the period of fifty (50) years commencing~~ on the date of execution of this Lease Agreement ~~by the last party to sign and shall terminate on December 31, 2044.~~

3. **RENT.** KOHLER CO. agrees to pay COUNTY land rent in the amount of \$0.216 per square foot annually for the term of this Lease together with \$0.04 per square foot as a sewer service charge. The premises herein leased contain a total of Twenty Four Thousand (24,000) square feet.

A. **Rental Adjustment.** It is understood and agreed that the rental charge shall be subject to reexamination and readjustment annually during this Lease provided that any readjustment of said present rates, or as same may be amended hereafter, shall be fair and reasonable and commiserate with rent charged to other tenants at the Airport leasing land from the County for the use of aircraft hangars. If mutual agreement on said rental increase cannot be reached, KOHLER CO. shall have the right to terminate this Lease and sell or remove the building or buildings constructed on the leased premises as hereinafter provided for termination of this Lease. In the event that the parties do not agree upon a fair and reasonable rent, either party shall have the right to obtain a judicial determination as to fairness and reasonability, and the decision of the court regarding such matter shall be final and binding. This remedy shall not be exclusive for either party.

B. **Rental Payment.** Rent shall be paid annually, in advance, on or before the anniversary date of this Lease Agreement of each year during the term of this Lease.

C. **Rental Default.** Failure on the part of KOHLER CO. to pay the rent hereunder for thirty (30) days after written notice of such default to KOHLER CO. and to the first mortgagee if there exists a mortgage against the building premises at such time which shall authorize COUNTY, at its option and without legal proceedings, to declare this Lease void, cancel the same, and reenter and take possession of the premises. In that event, KOHLER CO. shall have the right to either sell the buildings erected on the premises herein let to COUNTY or a successor Lessee or shall have the right to remove said buildings, all at KOHLER CO.'s option; in any event, disposition of the said buildings shall be made by KOHLER CO. within one (1) year after termination of this Lease. The notice to the first mortgagee shall state what action must be taken to cure the default and if such action is taken by the mortgagee, COUNTY agrees to accept the same as cure of the breach. The first mortgagee shall not become obligated hereunder for performance at any time because a notice has been given or because the mortgagee has cured defaults in the past.

4. **USE OF PREMISES.** KOHLER CO. may maintain on the leased premises a hangar with appurtenant offices, service areas, parking areas, landscaping, and utilities and may erect such other improvements as are not in violation of County, state, and federal regulations and such other construction as may be compatible with COUNTY's published regulations. KOHLER CO. may raze, demolish and remove the existing hangar, structure, building and all other improvements related thereto the ("Existing Hangar") currently located on the leased premises as shown on **Exhibit AG** attached hereto. COUNTY agrees and grants to KOHLER CO. access to the areas outside of the leased premises to raze, demolish and remove that portion of the Existing Hangar located outside of the boundaries of the leased premises and a temporary construction easement to access such land and to stage and store construction materials, in such locations and for such durations as determined by the Airport Superintendent, thereon that may be required in connection with the removal of the Existing Hangar.

A. **Building Standards.** Any construction shall comply with all ordinances, zoning restrictions for said Airport, rules, and regulations of the Department of Commerce, and all other orders and regulations relative thereto.

B. **Paving Obligations.** KOHLER CO. shall maintain paved areas in compliance with the Sheboygan County Memorial Airport Industrial & Commercial Hangar

~~*Lot Area Development Guide* maintain a paved parking area, asphalt drive area, and taxi strip (asphalt) upon COUNTY's property substantially in accordance with the attached Exhibit B, all according to county, state, and federal regulations.~~

C. **Title to Buildings.** KOHLER CO. shall retain title to all its buildings constructed on said premises and such title shall be transferable. By entering into this Lease, COUNTY is not guaranteeing that KOHLER CO. has title to the buildings constructed on the leased parcel.

D. **Building Maintenance.** KOHLER CO. will maintain the structures constructed and occupied by it and the surrounding land premises in good condition and shall timely make such repairs as necessary. In the event of fire or any other casualty, KOHLER CO. shall, at its option, either repair or replace the buildings and restore the leased land to its original condition or remove the damaged buildings and restore the leased area to its original condition; such action must be accomplished within one (1) year of the date the damage occurred. Such option, however, shall be exercised only with the consent of KOHLER CO.'s first mortgagee if there is one at the time.

E. **Compliance with Regulations.** KOHLER CO. agrees to observe and obey during the term of this Lease all laws, ordinances, rules, and regulations promulgated by COUNTY and other proper authority having jurisdiction over the conduct of operations at the Airport.

F. **Indemnification of COUNTY.** KOHLER CO. agrees to hold COUNTY free and harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of KOHLER CO., its agents or employees and from all loss or damages by reason of such acts or omissions, except for loss or damages caused by the acts or omissions of COUNTY or its employees or agents.

G. **Inspection by COUNTY.** COUNTY reserves the right to enter upon the premises at any reasonable time with 24-hour prior notice to KOHLER CO. 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.

H. **New Construction.** Kohler Co. shall have the right to engage in future construction on the leased premises with the approval of the Transportation Committee and shall comply with all ordinances, zoning restrictions for said Airport, rules and regulations of the Transportation Committee, and all other orders and regulations relative thereto. Kohler Co. shall provide a performance bond insuring the completion of any construction on such terms as the Transportation Committee requires.

I. **Fuel.** Kohler Co. shall have the right during the term of this Lease to store and dispense aircraft fuels for its own use in accordance with Chapter 61 of the Sheboygan County Code of General Ordinances, as may be amended from time to time. County reserves the right to approve the location of the place of storage and may require that the same be in a "fuel farm" area. Kohler Co. shall pay to County any applicable fuel pumping fees at rates no higher than rates charged to others at the Airport.

5. **COMMON USE WITH OTHERS.** KOHLER CO. shall have the right to the non-exclusive use, in common with others, of the Airport parking areas, appurtenances and improvements thereon, the right to install, operate, maintain, and store, subject to the approval of COUNTY in the interests of safety, all equipment necessary for the safe hanging of KOHLER

CO.'s aircraft; the right of ingress to and egress from the leased premises, which right shall extend to **KOHLER CO.**'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 **KOHLER CO.**, subject, however, to any charges which are being similarly assessed to other users of such areas who are tenants of **COUNTY**. **COUNTY** agrees to extend to **KOHLER CO.** the same fire and police protection extended to other tenants and facilities on the Airport.

6. UTILITIES. **COUNTY** agrees to maintain necessary sewer to the property line of the leased premises. Any maintenance shall be scheduled so that **KOHLER CO.**'s use of its hangar facility will not be impaired. **KOHLER** is responsible for repair, replacement, and relocation of any sewer lines on the leased premises. In the event a new wastewater disposal system is required to meet state and local requirements, **COUNTY** will be responsible for the costs of installing a new mound system or holding tank and sewer lines to the property line of the leased premises. **COUNTY** will allow **KOHLER** to connect to the new system. **COUNTY** agrees to grant underground easements as necessary for such other utilities as **KOHLER CO.** may require to use the premises herein leased, including, without limitation, water well, and to allow **KOHLER CO.** to construct temporary walkways, roads, ramps, or aprons leading from the leased premises to the adjacent roadway during the period of any construction.

7. TAXES. **KOHLER CO.** shall pay all taxes or assessments that may be levied against the personal property of **KOHLER CO.** or the buildings which it may erect on lands leased exclusively to it (collectively "Real Property Improvements"). **KOHLER CO.** shall be responsible for payment to **COUNTY** within thirty (30) days of notification from **COUNTY**, if such tax bill for Real Property Improvements is sent to **COUNTY**.

8. SIGNS. **KOHLER CO.** agrees that no signs or advertising matter may be erected without the consent of **COUNTY** except that **KOHLER CO.** may post signs or notices of its name on the building herein referred to.

9. DEFAULT. If **KOHLER CO.** shall violate any of the restrictions in this Lease or shall fail to keep any of its covenants after written notice to **KOHLER CO.** to cease such violation and shall fail to correct such violation within thirty (30) days (provided, however, that if the nature of the violation is nonmonetary and is such that more than thirty (30) days are required for its performance, then **KOHLER CO.** shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion), **COUNTY** may at once, if it so elects, terminate the same and take possession of the premises. In that event, **KOHLER CO.** shall have the right to either sell the buildings erected on the premises herein let to **COUNTY** or a successor lessee, or shall have the right to remove said buildings, all at **KOHLER CO.**'s option. In any event, disposition of said buildings shall be made by **KOHLER CO.** within one (1) year after termination of this Lease.

10. ASSIGNMENT. It is agreed between the parties that **KOHLER CO.** shall have no right to assign this Lease, sublease, mortgage, or otherwise encumber the leased premises without the advance written consent of **COUNTY**.

11. AIRPORT DEVELOPMENT. **COUNTY** 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 **KOHLER CO.** and without interference or hindrance of **KOHLER CO.**. However, **COUNTY** agrees to at all times hereunder make available to **KOHLER CO.** adequate landing and taxiway areas.

12. PROTECTION OF AERIAL APPROACHES. **COUNTY** 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 **KOHLER CO.** from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of **COUNTY**, would limit the usefulness of the airspace over the Airport or constitute a hazard to aircraft.

13. NATIONAL EMERGENCIES. During time of war or national emergency, **COUNTY** 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. In that event, a pro-rata abatement of rent shall thereafter be made and in that event, **KOHLER CO.** shall have the right to either sell the buildings erected on the premises herein let to **COUNTY** or a successor lessee or shall have the right to remove said buildings, all at **KOHLER CO.**'s option. In any event, disposition of the said buildings shall be made by **KOHLER CO.** within one (1) year after termination of this Lease.

14. LEASE SUBORDINATION. All leases shall be subordinate to the provisions of any existing or future agreement between **COUNTY** 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, however, in no event shall **KOHLER CO.**'s rights to sell or remove the buildings erected by it pursuant to the terms of this Lease be impaired.

15. TERMINATION. This Lease may be terminated at any time upon mutual consent of the parties and **KOHLER CO.**'s first mortgagee, if any. **KOHLER CO.** shall also have the right to terminate this Lease upon one (1) year's advance written notice in the event that **KOHLER CO.** shall abandon or substantially curtail its corporate aircraft operation, provided that such abandonment or curtailment is not for the purpose of avoiding this Lease. Upon the termination of this Lease, **KOHLER CO.** shall have the right to sell the buildings erected on the premises herein let to **COUNTY** or a successor lessee or shall have the right to remove said buildings, all at **KOHLER CO.**'s option; the disposition of said buildings shall, in any event, be completed within one (1) year after termination of this Lease.

16. LEASE CONSTRUCTION. **KOHLER CO.** will be constructing substantial improvements on the site. This Lease shall be construed to not result in a forfeiture of such improvements.

[End of Text]

IN WITNESS WHEREOF, SHEBOYGAN COUNTY, as Lessor, has caused these presents to be signed by ~~Jon G. Dolson, its County Clerk, and countersigned by Thomas Wegner, its Transportation Committee Chairperson, at Sheboygan, Wisconsin, and its seal to be hereunto affixed~~ on the date indicated after the signatures; and **KOHLER CO.**, a Wisconsin corporation, Lessee, has caused these presents to be signed by its duly authorized President and Secretary on the date indicated after their signatures.

TRANSPORTATION COMMITTEE

Thomas Wegner, Chairperson

Jacqueline Veldman, Vice-Chairperson

Jon Kuhlow, Secretary

Vern Koch

Jay Vander Weele

Dated: _____

KOHLER CO.

Dated: _____

This document was drafted by:
Attorney Crystal H. Fieber
Corporation Counsel
Sheboygan County, Wisconsin

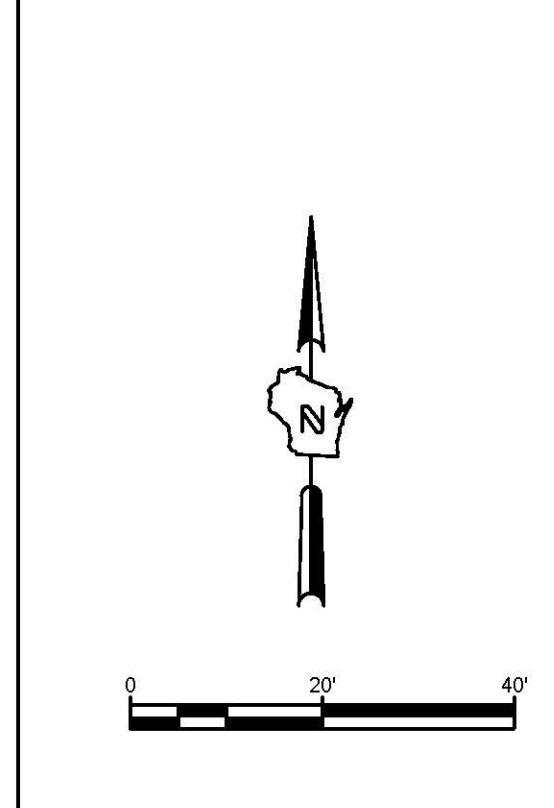
LEGEND

SECTION 1/4 SECTION LINE	PROPERTY LINE
EASEMENT	CHAIN LINK FENCE
GUARD RAIL	METAL FENCE
WOOD FENCE	TREE LINE
OVERHEAD UTILITY LINE	ELECTRIC
TELEPHONE	FIBER OPTIC
CABLE TV	SANITARY SEWER
FORCE MAIN	COMBINED SANITARY & STORM SEWER
STORM SEWER	WATER MAIN
GAS	WETLAND
EXISTING MAJOR CONTOUR	EXISTING MINOR CONTOUR
IRON PIPE FOUNDSET	REBAR FOUNDSET
CHISELED CROSS FOUNDSET	PH NAIL FOUNDSET
ORIGINAL	MONUMENT
BENCHMARK	SIGN
SECTIOUS TREE (Diameter)	CONIFEROUS TREE (Diameter)
BUSH	POST
SOIL BORING	MONITORING WELL
CULVERT END	LIGHT POLE
PARKING METER	FLAG POLE
TRAFFIC SIGNAL	



Kohler
 Resource Drive
 Sheboygan Falls, Wisconsin

PLAT OF SURVEY



- GENERAL NOTES:**
1. THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS DRAWING IS BASED ON FIELD LOCATIONS AND/OR RECORDS FURNISHED BY MUNICIPALITIES AND UTILITY COMPANIES. THE LOCATION AND ACCURACY OF WHICH CANNOT BE GUARANTEED. THERE MAY BE ADDITIONAL UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
 2. DATUM FOR THE PROJECT SURVEY IS USGS NAVD88.

NO. REVISION	DATE	BY
DRAWING NO.	22801-topo.dwg	
DRAWN BY:	GRG	
DATE:	5/6/2024	
PROJECT NO:	21689	
CHECKED BY:	KAS	
APPROVED BY:	---	
SHEET NO.:		

EXHIBIT A

I:\Kohler\22801-Airport Survey\060 CAD\300_Survey\010_Topography (points & linework)\22801-topo.dwg

**AMENDMENT TO
KOHLER COMPANY
INDUSTRIAL AIRCRAFT HANGAR LEASE
(Hangar Parcel and Ramp Parcel)**

This Amendment is entered into between the **COUNTY OF SHEBOYGAN**, State of Wisconsin, a municipal corporation existing by and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and **KOHLER CO.**, hereinafter referred to as the "**LESSEE**."

PRELIMINARY STATEMENTS

The **LESSOR**, owns and operates an airport in the Town of Sheboygan Falls, Wisconsin, said airport being known as the Sheboygan County Memorial International Airport, and entered into a lease agreement with **LESSEE** for certain premises for **LESSEE's** exclusive use, hereinafter more fully described and located on said Airport together with the right to use and enjoy individually and in common with others the additional facilities referred to herein, and

LESSEE and **LESSOR** entered into a lease for the following premises with a term ending on December 31, 2037 (the Lease Agreement):

A. The Hanger Parcel:

That area located west of the short-term parking area and designated as "Industrial Hangar Area" and labeled as "Proposed Kohler Lease Area," all as shown on Exhibit A attached hereto for reference as revised June 14, 1977" revising Chapter 61 of the Sheboygan County Code, effective June 14, 1977, and being more specifically as set forth on the attached Exhibit A consisting of 96,156 Square Feet in area, and;

B. The Ramp Parcel:

That area located west of the short-term parking area and designated as "Industrial Ramp Area" consisting of 48,631 square feet in area as shown on Exhibit 'A' attached hereto for reference.

LESSEE and **LESSOR** have entered or will enter into a second lease agreement for Lots 1 and 2, Row 2 of the Airport Zoning Map (N6222 Resource Drive), and the parties wish to have the terms of both leases terminate simultaneously.

NOW, THEREFORE, IT IS AGREED that the Lease Agreement term shall extend to December 31, 2044.

IN WITNESS WHEREOF, the said **SHEBOYGAN COUNTY, LESSOR**, has caused these presents to be signed by its Transportation Committee, at Sheboygan, Wisconsin, and its seal to be hereunto affixed on the date indicated after the signatures; and the said **KOHLER CO., LESSEE**, has caused these presents to be signed by _____, its President, and _____, its Secretary, at Sheboygan, Wisconsin, and its corporate seal to be hereunto affixed on the date indicated after the signatures.

In the presence of:

SHEBOYGAN COUNTY
By its Transportation Committee

Thomas Wegner, Chairperson

Jacqueline Veldman,

Vice-Chairperson

Jon Kuhlow, Secretary

Vern Koch

Jay Vander Weele

Date signed: _____

In the presence of:

KOHLER CO.
By

, President

, Secretary

Date signed: _____

This map is intended for advisory purposes only. This information has been obtained from sources believed to be reliable based on plat surveys and deeds. In areas where discrepancies occur between equivalent legal records, the discrepancy is allowed to remain until such time as it is addressed. Sheboygan County distributes this data on an "as is" basis; no warranties are implied.

96156 SQ FEET
48631 SQ FEET
144787 SQ FEET TOTAL



10/27/2016
Source: Sheboygan County Planning & Construction Department
© Department of Planning & Construction, All Rights Reserved. Name:

**KOHLER COMPANY LEASE
SHEBOYGAN COUNTY MEMORIAL AIRPORT**



EXHIBIT A

SHEBOYGAN COUNTY RESOLUTION NO. _____ (2024/25)

Re: Authorizing County Aid for Culvert and Bridge Replacements in the Towns of Lima, Sheboygan, and Sheboygan Falls

WHEREAS, state law requires that when Town Boards petition the County Board for bridge or culvert construction aid, the County is required to provide County aid in the amount provided by the statutes [Wis. Stat. § 82.08], and

WHEREAS, each township for which Bridge Aid is being requested has provided for the payment of such costs of replacement of said culvert as required by Wis. Stat. § 82.08(3), and

WHEREAS, the following towns have filed petitions for aid in the replacement of culverts, each of which has a span greater than thirty-six (36) inches:

Table with 4 columns: Township, Culvert or Bridge, Funds Provided by Town, County Aid Required. Rows include Lima, Sheboygan, and Sheboygan Falls with specific culvert details and a total county bridge aid requested of \$151,926.82.

NOW, THEREFORE, BE IT RESOLVED, that the Sheboygan County Board does hereby appropriate the sum of one hundred fifty-one thousand nine hundred twenty-six dollars and eighty-two cents (\$151,926.82) to defray Sheboygan County's share of the above projects.

BE IT FURTHER RESOLVED that a tax be levied as part of the 2025 County tax levy, but only upon such property in the County as authorized by law.

Respectfully submitted this 20th day of August, 2024.

TRANSPORTATION COMMITTEE

Thomas Wegner, Chairperson

Jacqueline Veldman, Vice-Chairperson

Jon Kuhlow, Secretary

Vern Koch

Jay Vander Weele

Opposed to Introduction:
