

NOTICE OF MEETING

SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE

December 1, 2025

9:00 A.M.

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

AGENDA

Call to Order

Certification of Compliance with Open Meeting Law

Approval of Minutes: Transportation Committee Meeting – November 3, 2025

Review and Approve Vouchers

Approval of Members to Attend Meetings or Functions

Correspondence

Public Comments (Public comment at the discretion of the Committee Chair. The public may speak up to three minutes each on topics relevant to the agenda).

Airport/Highway

- Consideration of Right of Way Property Sale
- 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 Ordinance No: ____ (2025-26) Re: Creating Section 64.19 Regarding a Permit Process for Certain Vendors at the Sheboygan County Memorial International Airport
- Consideration of New Individual Aircraft Hangar Lease with Tylaire, LLC for N6130 Resource Drive
- Consideration of New Individual Aircraft Hangar Lease with Jay D. Hoogstra for N6133 Resource Drive
- Consideration of Farmland Rental Agreement with Majestic Crossing Dairy, LLC - Airport
- Consideration of Farmland Rental Agreement with Fly-By Acres, LLC - Airport
- Consideration of Farmland Rental Agreement with Schmidt Farms, Inc. - Airport
- Consideration of Farmland Rental Agreement with Peichl Farms, Inc. - Airport
- Consideration of Farmland Rental Agreement with Boedecker Family Farms, LLC - Airport
- Consideration of Carryover of Unexpended 2025 Appropriations for 2026 For Airport and Highway
- Third Quarter Variance
- Consideration of Awarding County Road C & TT Bid
- Consideration of Out of Cycle Adjustment
- 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, January 5, 2026 at 9:00 a.m.

Adjournment

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 3, 2025

Called to Order: 9:00 A.M.

Adjourned: 9:30 a.m.

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

ALSO PRESENT: Bryan Olson, Matt Grenoble, Amy Wieland, and Robin Liermann

Chairman Thomas 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 2:30 p.m. on October 31, 2025.

Supervisor Koch made a motion and Supervisor Vander Weele seconded the motion to approve the minutes from October 13, 2025. Motion carried.

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

Sheboygan County Memorial International Airport Manager Matt Grenoble updated the committee on current activities at the airport.

Supervisor Koch made a motion and Supervisor Vander Weele seconded the motion Granting Easement to Wisconsin Public Service Corporation for Sheboygan County Memorial International Airport - for Kohler Hangar. Motion carried.

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

Supervisor Kuhlow made a motion and Supervisor Vander Weele seconded the motion to approve the Out of Cycle Adjustments. Motion carried.

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

The next Transportation Committee meeting will be on Monday, December 1, 2025 at 9:00 a.m.

Motion by Supervisor Kuhlow and seconded by Supervisor Koch to adjourn at 9:30 a.m. Motion carried.

Amy Wieland
Recording Secretary

Jon Kuhlow
Committee Secretary

1 **SHEBOYGAN COUNTY ORDINANCE NO. _____ (2025/26)**

2
3 **Re: Creating Section 64.19 Regarding a Permit Process for Certain**
4 **Vendors at the Sheboygan County Memorial International Airport**
5

6
7 **WHEREAS**, there are a wide variety of vendors who provide aeronautical services to
8 aircraft owners and the general public at the Sheboygan County Memorial International Airport;
9 and
10

11 **WHEREAS**, current airport hangar owners who request aeronautical services from
12 vendors assume responsibility for the activities of those individuals through the aircraft hangar
13 lease agreements between the owners and Sheboygan County; and
14

15 **WHEREAS**, the Transportation committee deems it in the best interest of the County
16 and airport users to require vendors who advertise and provide service to the general public to
17 meet certain requirements and obtain an Independent Operator permit from the Transportation
18 Committee.
19

20 **NOW, THEREFORE**, the County Board of Supervisors of the County of Sheboygan
21 does ordain as follows:
22

23 Section 1. **Creating Code.** Section 64.19 Independent Operators-Other, of
24 the Sheboygan County Code of Ordinances is hereby created as follows:
25

26 **64.19 INDEPENDENT OPERATORS-OTHER**
27

- 28 A. Minimum Standards: For purposes of this section, an "Independent
29 Operator" is a person or persons, firm, or corporation who provides or
30 wishes to provide aeronautical services at the Airport to individuals,
31 other than current individual or corporate hangar owners, who do not
32 meet the minimum standards for the service as provided in this
33 Chapter 64. "Aeronautical services" are activities required or desired
34 for the operation and safety of aircraft, including ground operations,
35 flight operations, provision of information and other support services
36 for air travel. Aeronautical services include but are not limited to
37 aircraft maintenance, parts sales or replacement, detailing and
38 washing services, and rental car providers.
39
40 B. Permit Required: An Independent Operator shall be required to apply
41 for and receive an Independent Operator permit prior to providing
42 aeronautical services at the Airport. The Independent Operator shall
43 provide to the Airport Superintendent the information in Section 64.18
44 B.2.-4. and shall complete the commercial operating permit
45 application. The permit fee shall be fifty (\$50.00) dollars.
46
47 C. Independent Operators receiving a permit under this section are
48 subject to the provisions of 64.18 C. and D. related to permit validity
49 and violations.

Section 2. **Effective Date.** The herein Ordinance shall take effect upon enactment.

Respectfully submitted this 21st day of October, 2025.

TRANSPORTATION COMMITTEE

Thomas Wegner, Chairperson

Jacqueline Veldman, Vice-Chairperson

Jon Kuhlow, Secretary

Vern Koch

Jay Vander Weele

Opposed to Introduction:

Countersigned by:

Keith Abler, Chairperson

C:8437\363034x

September 12, 2025, draft

INDIVIDUAL AIRCRAFT HANGAR LEASE

THIS AGREEMENT, entered into this _____ day of December, 2025, by and between the **COUNTY OF SHEBOYGAN**, State of Wisconsin, hereinafter called "**LESSOR**" and **TYLAIRE LLC**, hereinafter called "**LESSEE**."

WITNESSETH:

WHEREAS, LESSOR owns and operates in the Town of Sheboygan Falls, Wisconsin, an airport which includes all aeronautical navigation facilities, said airport being known as the "Sheboygan County Memorial International 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 its 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 11, Individual Hangar Area, Map "A", Chapter 61, Sheboygan County Code of Ordinances. (N6130 Resource Drive, Sheboygan Falls, Wisconsin) NOTE: Lot Size 42' x 48' w/12' sidewalls.

In the event the area leased hereunder is required for other Airport improvements, **LESSEE** may be required to move its 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 \$0.141 per square foot of lot area as a rental charge for 2026 and real estate taxes attributable to the property as determined by the Town of Sheboygan Falls, the first payment due on January 1 of each year 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:

42' wide × 48' 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 10 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 January 15, 2026, 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, except for grass trimming or weed removal which shall have seven (7) days, 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 hangaring 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 it.

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 International 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**.

18. CERTIFICATE OF STATUS. **LESSEE** agrees to bring the limited liability company status into good standing with the State of Wisconsin Department of Financial Institutions within ten (10) days of the date of this Agreement. **LESSEE** further agrees to provide a Certificate of Status or other documentation satisfactory to the Transportation Committee showing **LESSEE** to be in good standing with the State of Wisconsin Department of Financial Institutions each year upon the anniversary date of the Lease.

19. AUTHORITY TO EXECUTE. The persons executing this Agreement represent that they have the legal authority to bind the respective party for which such signature is made.

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

Jacqueline Veldman, Vice-Chairperson

Jon Kuhlow, Secretary

Vern Koch

Jay Vander Weele

LESSEE

TYLAIRE LLC

Jack Leonhardt, Member
5848 Garden Grove Drive
Sheboygan, WI 53081

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INDIVIDUAL AIRCRAFT HANGAR LEASE

THIS AGREEMENT, entered into this _____ day of December, 2025, by and between the **COUNTY OF SHEBOYGAN**, State of Wisconsin, hereinafter called "**LESSOR**" and **JAY D. HOOGSTRA**, 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 International 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 15, Individual Hangar Area, Map "A", Chapter 61, Sheboygan County Code of Ordinances. (N6133 Resource Drive, Sheboygan Falls, Wisconsin) NOTE: Amended Lot Size 60' x 80' April 26, 1995.

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 \$0.141 per square foot of lot area as a rental charge for 2026 and real estate taxes attributable to the property as determined by the Town of Sheboygan Falls, the first payment due on January 1 of each year for the leased premises which contains a total of four thousand eight hundred (4,800) 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:

50' wide × 60' 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 18 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 January 15, 2026, 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, except for grass trimming or weed removal which shall have seven (7) days, 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 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 International Airport, having received funding through the Federal Airport Act, 49 U.S.C. §1101-1120, adheres to a non-discrimination policy. LESSEE agrees that the use of LESSEE's premises shall not exclude or otherwise subject any person to discrimination based on race, color, national origin, or any other protected classification.

13. **LESSOR'S RESERVATIONS.** LESSOR reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of LESSEE and without interference or hindrance. LESSOR, at the same time, shall be under no obligation to provide services such as snow removal or any other improvements to the individual hangar area, it being understood that roadways, taxiways, and other improvements to this area shall not be provided by LESSOR and shall not be requested by LESSEE at any time. LESSOR currently provides limited snow removal to individual Lessees. LESSOR shall continue to provide the following snow removal services: All of Taxiway "A" and thirty- (30-) foot wide paths in the center of Taxiways "B," "C," "D," "E," "F," and "G." In addition, LESSOR shall continue to plow snow to within five (5) feet of the LESSEE's hangars as long as the Airport Department has an

adequate snow removal budget to continue to do this additional plowing. Should the Sheboygan County Transportation Committee determine that it will no longer provide snow removal beyond the thirty- (30-) foot corridors in the Individual Hangar Apron Areas, for fiscal economic reasons or otherwise, it will notify **LESSEE** in the fall of its decision so that **LESSEE** will be able to make other snow removal arrangements.

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

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

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

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

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

16. HAZARDOUS MATERIALS. **LESSEE** hereby agrees that it shall not store or dispose of on the leased premises any explosive, radioactive, poisonous, or combustible "hazardous materials" except those items and amounts typically and reasonably used in a general aviation hangar. Any such items shall be properly and safely stored. This provision shall not apply to the storage of flammable liquids necessary for the operation of aircraft, provided that such flammable materials are properly and safely stored in approved safety cans, flammable liquid storage cabinets in accordance with National Fire Protection

Association Standard Number 30, as amended from time to time. In no event shall any such flammable liquids be disposed of on the leased premises.

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

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

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

Thomas Wegner, Chairperson

Jacqueline Veldman, Vice-Chairperson

Jon Kuhlow, Secretary

Vern Koch

Jay Vander Weele

LESSEE

JAY D. HOOGSTRA
W4263 County Road M
Sheboygan Falls, WI 53085

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SHEBOYGAN COUNTY MEMORIAL INTERNATIONAL AIRPORT
FARMLAND RENTAL AGREEMENT

THIS AGREEMENT, entered into by and between **SHEBOYGAN COUNTY**, by its Transportation Committee, hereinafter referred to as **COUNTY**, and the undersigned, **MAJESTIC CROSSING DAIRY, LLC**, hereinafter referred to as **RENTER**:

1. **DESCRIPTION.** **RENTER** does hereby agree to rent from **COUNTY** the property designated on the Airport Rental Map as Parcel No. 7, consisting of twenty-two and two tenths (22.2) acres of land and Parcel No. 10 consisting of six and three tenths (6.3) acres of land.

2. **TERM.** The term of this Agreement shall be for a period of three (3) years commencing at the time of signing this Agreement and ending at the end of the fall crop season from that date.

3. **RENTAL RATE.** **RENTER** hereby agrees to pay the following sum payable on an annual basis. **COUNTY** may adjust these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any farmland **RENTER**. **NOTE:** Acreage may be significantly reduced due to Airport improvements construction.

A. For the 2026 crop year, due on or before January 1, 2026, One Hundred Fifty Dollars (\$150.00) per acre;

B. For the 2027 crop year, due on or before January 1, 2027, One Hundred Fifty-Five Dollars (\$155.00) per acre;

C. For the 2028 crop year, due on or before January 1, 2028, One Hundred Sixty Dollars (\$160.00) per acre.

4. **GOOD HUSBANDRY PRACTICES.** **RENTER** shall have the affirmative duty to engage in good husbandry practices so as to improve the soil and provide the potential for a substantially better harvest. Accordingly, **RENTER** shall use the following practices as appropriate:

A. Use of soil builders or fertilizers;

B. Use of sprays and weed controls;

C. Seeding of legumes;

D. Proper crop rotation;

E. Minimal tillage practices are preferred, including vertical till and no till; and/or

F. Any other practice by advance mutual agreement.

5. RESTRICTIONS. This Agreement is hereby entered into subject to the following conditions:

- A. No land may be put into government soil practices for cash payments. It may, however, be used to qualify for payments on other land owned or leased.
- B. All land must be kept reasonably free from weeds.
- C. No cattle are permitted on the rented land.
- D. Land rented or leased as plowed land must again be in a plowed state unless it is seeded as a legume, and failure to do so shall require payment of Fifty Dollars (\$50.00) per acre not so plowed or seeded.
- E. For lots inside the airport perimeter fence, manure-type fertilizers are not allowed. Manufactured fertilizers are acceptable.

6. OBLIGATION REGARDING FENCE AND GATE. **COUNTY** has constructed a perimeter fence around the Airport property for the purposes of lessening the risk of aircraft-animal collisions and to increase security for Airport users. **RENTER** will be required to utilize a gate to pass through the perimeter fence for access to **COUNTY** agricultural lands within the Airport. To promote the purposes for which the fence is built, **RENTER** agrees to undertake the following obligations:

- A. **RENTER** shall use only a gate assigned specifically to **RENTER** for airport access and no other gate.
- B. **RENTER** shall be assigned a padlock and key for **RENTER's** gate and agrees to be solely responsible for the lock and key. **COUNTY** personnel will retain a master key for emergency use only.
- C. **RENTER** agrees to keep the gate closed and locked at all times except while taking agricultural equipment through the gate. The gate shall never be left unlocked and unattended by **RENTER**. The gate shall be closed and relocked by **RENTER** immediately after **RENTER's** agricultural equipment passes through the gate.
- D. **RENTER** shall not plow, cultivate, or otherwise disturb or utilize any lands within ten (10) feet of the perimeter fence.
- E. **RENTER** shall be responsible for any damage to the fence and/or gate.
- F. Crops reaching a height of four (4) feet or more at maturity are prohibited on the rented land inside the perimeter of the fence.

7. TERMINATION FOR BREACH. In recognition of the importance of **RENTER** strictly complying with its obligation to keep the gate closed and

locked at all times except while taking agricultural equipment through, **COUNTY** shall frequently inspect the perimeter fence and shall provide **RENTER** with a written warning the first time that **RENTER's** gate is found to be open and unattended or unlocked and unattended. If the gate is found to be unattended and open or unlocked a second time, the Farmland Rental Agreement shall be immediately terminated by written notice to **RENTER** from the Airport Manager or other authorized official of **COUNTY**. The **RENTER** shall immediately surrender the gate lock and key to the Airport Manager. The decision to terminate may be appealed to **COUNTY's** Transportation Committee, but until the Committee decides to reinstate the **RENTER's** rights, the termination shall remain in effect. No damages, reimbursement, or compensation of any nature shall be due to **RENTER** if termination for breach occurs.

8. SPECIAL TERMINATION. **COUNTY** reserves the right to terminate this Agreement upon six (6) month's written notice. County shall not be responsible for any crop damage due to Airport improvement project(s) construction.

9. CERTIFICATE OF STATUS. **LESSEE** agrees to bring the limited liability company status into good standing with the State of Wisconsin Department of Financial Institutions within ten (10) days of the date of this Agreement. **LESSEE** further agrees to provide a Certificate of Status or other documentation satisfactory to the Transportation Committee showing **LESSEE** to be in good standing with the State of Wisconsin Department of Financial Institutions each year upon the anniversary date of the Lease.

10. AUTHORITY TO EXECUTE. The persons executing this Agreement represent that they have the legal authority to bind the respective party for which such signature is made.

SHEBOYGAN COUNTY:
By Its Transportation Committee

Dated: _____

By _____
Matthew Grenoble
Airport Superintendent, as authorized
representative

RENTER:
MAJESTIC CROSSING DAIRY, LLC

Dated: _____

Rick Knoflicek
Member

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SHEBOYGAN COUNTY MEMORIAL INTERNATIONAL AIRPORT
FARMLAND RENTAL AGREEMENT

THIS AGREEMENT, entered into by and between **SHEBOYGAN COUNTY**, by its Transportation Committee, hereinafter referred to as **COUNTY**, and the undersigned, **FLY-BY ACRES, LLC**, hereinafter referred to as **RENTER**:

1. DESCRIPTION. **RENTER** does hereby agree to rent from **COUNTY** the property designated on the Airport Rental Map as Parcel Nos. 1A and 1B, consisting of nineteen and thirty-six hundredths (19.36) acres of land; Parcel Nos. 2A, 2B, and 2C consisting of thirty-two and fifty-six hundredths (32.56) acres of land; Parcel No. 3B consisting of thirty-eight and three hundredths (38.3) acres of land; Parcel Nos. 5A and 5B consisting of fifteen and six hundredths (15.6) acres of land; and Parcel Nos. 6A and 6B consisting of fifteen and forty-five hundredths (15.45) acres of land.

2. TERM. The term of this Agreement shall be for a period of three (3) years commencing at the time of signing this Agreement and ending at the end of the fall crop season from that date.

3. RENTAL RATE. **RENTER** hereby agrees to pay the following sum payable on an annual basis. **COUNTY** may adjust these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any farmland **RENTER**. **NOTE:** Acreage may be significantly reduced due to Airport improvements construction.

A. For the 2026 crop year, due on or before January 1, 2026, One Hundred Fifty Dollars (\$150.00) per acre;

B. For the 2027 crop year, due on or before January 1, 2027, One Hundred Fifty-Five Dollars (\$155.00) per acre;

C. For the 2028 crop year, due on or before January 1, 2028, One Hundred Sixty Dollars (\$160.00) per acre.

4. GOOD HUSBANDRY PRACTICES. **RENTER** shall have the affirmative duty to engage in good husbandry practices so as to improve the soil and provide the potential for a substantially better harvest. Accordingly, **RENTER** shall use the following practices as appropriate:

A. Use of soil builders or fertilizers;

B. Use of sprays and weed controls;

C. Seeding of legumes;

D. Proper crop rotation;

E. Minimal tillage practices are preferred, including vertical till and no till; and/or

F. Any other practice by advance mutual agreement.

5. **RESTRICTIONS**. This Agreement is hereby entered into subject to the following conditions:

A. No land may be put into government soil practices for cash payments. It may, however, be used to qualify for payments on other land owned or leased.

B. All land must be kept reasonably free from weeds.

C. No cattle are permitted on the rented land.

D. Land rented or leased as plowed land must again be in a plowed state unless it is seeded as a legume, and failure to do so shall require payment of Fifty Dollars (\$50.00) per acre not so plowed or seeded.

E. For lots inside the airport perimeter fence, manure-type fertilizers are not allowed. Manufactured fertilizers are acceptable.

6. **OBLIGATION REGARDING FENCE AND GATE**. **COUNTY** has constructed a perimeter fence around the Airport property for the purposes of lessening the risk of aircraft-animal collisions and to increase security for Airport users. **RENTER** will be required to utilize a gate to pass through the perimeter fence for access to **COUNTY** agricultural lands within the Airport. To promote the purposes for which the fence is built, **RENTER** agrees to undertake the following obligations:

A. **RENTER** shall use only a gate assigned specifically to **RENTER** for airport access and no other gate.

B. **RENTER** shall be assigned a padlock and key for **RENTER's** gate and agrees to be solely responsible for the lock and key. **COUNTY** personnel will retain a master key for emergency use only.

C. **RENTER** agrees to keep the gate closed and locked at all times except while taking agricultural equipment through the gate. The gate shall never be left unlocked and unattended by **RENTER**. The gate shall be closed and relocked by **RENTER** immediately after **RENTER's** agricultural equipment passes through the gate.

D. **RENTER** shall not plow, cultivate, or otherwise disturb or utilize any lands within ten (10) feet of the perimeter fence.

E. **RENTER** shall be responsible for any damage to the fence and/or gate.

F. Crops reaching a height of four (4) feet or more at maturity are prohibited on the rented land inside the perimeter of the fence.

7. **TERMINATION FOR BREACH.** In recognition of the importance of **RENTER** strictly complying with its obligation to keep the gate closed and locked at all times except while taking agricultural equipment through, **COUNTY** shall frequently inspect the perimeter fence and shall provide **RENTER** with a written warning the first time that **RENTER's** gate is found to be open and unattended or unlocked and unattended. If the gate is found to be unattended and open or unlocked a second time, the Farmland Rental Agreement shall be immediately terminated by written notice to **RENTER** from the Airport Manager or other authorized official of **COUNTY**. The **RENTER** shall immediately surrender the gate lock and key to the Airport Manager. The decision to terminate may be appealed to **COUNTY's** Transportation Committee, but until the Committee decides to reinstate the **RENTER's** rights, the termination shall remain in effect. No damages, reimbursement, or compensation of any nature shall be due to **RENTER** if termination for breach occurs.

8. **SPECIAL TERMINATION.** **COUNTY** reserves the right to terminate this Agreement upon six (6) month's written notice. County shall not be responsible for any crop damage due to Airport improvement project(s) construction.

9. **CERTIFICATE OF STATUS.** **LESSEE** agrees to bring the limited liability company status into good standing with the State of Wisconsin Department of Financial Institutions within ten (10) days of the date of this Agreement. **LESSEE** further agrees to provide a Certificate of Status or other documentation satisfactory to the Transportation Committee showing **LESSEE** to be in good standing with the State of Wisconsin Department of Financial Institutions each year upon the anniversary date of the Lease.

10. **AUTHORITY TO EXECUTE.** The persons executing this Agreement represent that they have the legal authority to bind the respective party for which such signature is made.

SHEBOYGAN COUNTY:
By Its Transportation Committee

Dated: _____

By _____

Matthew Grenoble
Airport Superintendent, as
representative

authorized

RENTER:
FLY-BY ACRES, LLC

Dated: _____

James Kroeplien

Member

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SHEBOYGAN COUNTY MEMORIAL INTERNATIONAL AIRPORT
FARMLAND RENTAL AGREEMENT

THIS AGREEMENT, entered into by and between **SHEBOYGAN COUNTY**, by its Transportation Committee, hereinafter referred to as **COUNTY**, and the undersigned, **SCHMIDT FARMS, INC.**, hereinafter referred to as **RENTER**:

1. **DESCRIPTION.** **RENTER** does hereby agree to rent from **COUNTY** the property designated on the Airport Rental Map as Parcel No. 9, consisting of ten and four tenths (10.4) acres of land.

2. **TERM.** The term of this Agreement shall be for a period of three (3) years commencing at the time of signing this Agreement and ending at the end of the fall crop season from that date.

3. **RENTAL RATE.** **RENTER** hereby agrees to pay the following sum payable on an annual basis. **COUNTY** may adjust these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any farmland **RENTER**. **NOTE:** Acreage may be significantly reduced due to Airport improvements construction.

A. For the 2026 crop year, due on or before January 1, 2026, One Hundred Fifty Dollars (\$150.00) per acre;

B. For the 2027 crop year, due on or before January 1, 2027, One Hundred Fifty-Five Dollars (\$155.00) per acre;

C. For the 2028 crop year, due on or before January 1, 2028, One Hundred Sixty Dollars (\$160.00) per acre.

4. **GOOD HUSBANDRY PRACTICES.** **RENTER** shall have the affirmative duty to engage in good husbandry practices so as to improve the soil and provide the potential for a substantially better harvest. Accordingly, **RENTER** shall use the following practices as appropriate:

A. Use of soil builders or fertilizers;

B. Use of sprays and weed controls;

C. Seeding of legumes;

D. Proper crop rotation;

E. Minimal tillage practices are preferred, including vertical till and no till; and/or

F. Any other practice by advance mutual agreement.

5. RESTRICTIONS. This Agreement is hereby entered into subject to the following conditions:

- A. No land may be put into government soil practices for cash payments. It may, however, be used to qualify for payments on other land owned or leased.
- B. All land must be kept reasonably free from weeds.
- C. No cattle are permitted on the rented land.
- D. Land rented or leased as plowed land must again be in a plowed state unless it is seeded as a legume, and failure to do so shall require payment of Fifty Dollars (\$50.00) per acre not so plowed or seeded.
- E. For lots inside the airport perimeter fence, manure-type fertilizers are not allowed. Manufactured fertilizers are acceptable.

6. OBLIGATION REGARDING FENCE AND GATE. **COUNTY** has constructed a perimeter fence around the Airport property for the purposes of lessening the risk of aircraft-animal collisions and to increase security for Airport users. **RENTER** will be required to utilize a gate to pass through the perimeter fence for access to **COUNTY** agricultural lands within the Airport. To promote the purposes for which the fence is built, **RENTER** agrees to undertake the following obligations:

- A. **RENTER** shall use only a gate assigned specifically to **RENTER** for airport access and no other gate.
- B. **RENTER** shall be assigned a padlock and key for **RENTER's** gate and agrees to be solely responsible for the lock and key. **COUNTY** personnel will retain a master key for emergency use only.
- C. **RENTER** agrees to keep the gate closed and locked at all times except while taking agricultural equipment through the gate. The gate shall never be left unlocked and unattended by **RENTER**. The gate shall be closed and relocked by **RENTER** immediately after **RENTER's** agricultural equipment passes through the gate.
- D. **RENTER** shall not plow, cultivate, or otherwise disturb or utilize any lands within ten (10) feet of the perimeter fence.
- E. **RENTER** shall be responsible for any damage to the fence and/or gate.
- F. Crops reaching a height of four (4) feet or more at maturity are prohibited on the rented land inside the perimeter of the fence.

7. TERMINATION FOR BREACH. In recognition of the importance of **RENTER** strictly complying with its obligation to keep the gate closed and

locked at all times except while taking agricultural equipment through, **COUNTY** shall frequently inspect the perimeter fence and shall provide **RENTER** with a written warning the first time that **RENTER's** gate is found to be open and unattended or unlocked and unattended. If the gate is found to be unattended and open or unlocked a second time, the Farmland Rental Agreement shall be immediately terminated by written notice to **RENTER** from the Airport Manager or other authorized official of **COUNTY**. The **RENTER** shall immediately surrender the gate lock and key to the Airport Manager. The decision to terminate may be appealed to **COUNTY's** Transportation Committee, but until the Committee decides to reinstate the **RENTER's** rights, the termination shall remain in effect. No damages, reimbursement, or compensation of any nature shall be due to **RENTER** if termination for breach occurs.

8. SPECIAL TERMINATION. **COUNTY** reserves the right to terminate this Agreement upon six (6) month's written notice. County shall not be responsible for any crop damage due to Airport improvement project(s) construction.

9. CERTIFICATE OF STATUS. **LESSEE** agrees to bring the limited liability company status into good standing with the State of Wisconsin Department of Financial Institutions within ten (10) days of the date of this Agreement. **LESSEE** further agrees to provide a Certificate of Status or other documentation satisfactory to the Transportation Committee showing **LESSEE** to be in good standing with the State of Wisconsin Department of Financial Institutions each year upon the anniversary date of the Lease.

10. AUTHORITY TO EXECUTE. The persons executing this Agreement represent that they have the legal authority to bind the respective party for which such signature is made.

SHEBOYGAN COUNTY:
By Its Transportation Committee

Dated: _____

By _____

Matthew Grenoble
Airport Superintendent, as
representative

authorized

RENTER:
SCHMIDT FARMS, INC.

Dated: _____

Mark Schmidt
President

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SHEBOYGAN COUNTY MEMORIAL INTERNATIONAL AIRPORT
FARMLAND RENTAL AGREEMENT

THIS AGREEMENT, entered into by and between **SHEBOYGAN COUNTY**, by its Transportation Committee, hereinafter referred to as **COUNTY**, and the undersigned, **PEICHL FARMS, INC.**, hereinafter referred to as **RENTER**:

1. DESCRIPTION. **RENTER** does hereby agree to rent from **COUNTY** the property designated on the Airport Rental Map as Parcel No. 8, consisting of nine and two tenths (9.2) acres of land.

2. TERM. The term of this Agreement shall be for a period of three (3) years commencing at the time of signing this Agreement and ending at the end of the fall crop season from that date.

3. RENTAL RATE. **RENTER** hereby agrees to pay the following sum payable on an annual basis. **COUNTY** may adjust these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any farmland **RENTER**. **NOTE:** Acreage may be significantly reduced due to Airport improvements construction.

A. For the 2026 crop year, due on or before January 1, 2026, One Hundred Fifty Dollars (\$150.00) per acre;

B. For the 2027 crop year, due on or before January 1, 2027, One Hundred Fifty-Five Dollars (\$155.00) per acre;

C. For the 2028 crop year, due on or before January 1, 2028, One Hundred Sixty Dollars (\$160.00) per acre.

4. GOOD HUSBANDRY PRACTICES. **RENTER** shall have the affirmative duty to engage in good husbandry practices so as to improve the soil and provide the potential for a substantially better harvest. Accordingly, **RENTER** shall use the following practices as appropriate:

A. Use of soil builders or fertilizers;

B. Use of sprays and weed controls;

C. Seeding of legumes;

D. Proper crop rotation;

E. Minimal tillage practices are preferred, including vertical till and no till; and/or

F. Any other practice by advance mutual agreement.

5. RESTRICTIONS. This Agreement is hereby entered into subject to the following conditions:

A. No land may be put into government soil practices for cash payments. It may, however, be used to qualify for payments on other land owned or leased.

B. All land must be kept reasonably free from weeds.

C. No cattle are permitted on the rented land.

D. Land rented or leased as plowed land must again be in a plowed state unless it is seeded as a legume, and failure to do so shall require payment of Fifty Dollars (\$50.00) per acre not so plowed or seeded.

E. For lots inside the airport perimeter fence, manure-type fertilizers are not allowed. Manufactured fertilizers are acceptable.

6. OBLIGATION REGARDING FENCE AND GATE. **COUNTY** has constructed a perimeter fence around the Airport property for the purposes of lessening the risk of aircraft-animal collisions and to increase security for Airport users. **RENTER** will be required to utilize a gate to pass through the perimeter fence for access to **COUNTY** agricultural lands within the Airport. To promote the purposes for which the fence is built, **RENTER** agrees to undertake the following obligations:

A. **RENTER** shall use only a gate assigned specifically to **RENTER** for airport access and no other gate.

B. **RENTER** shall be assigned a padlock and key for **RENTER's** gate and agrees to be solely responsible for the lock and key. **COUNTY** personnel will retain a master key for emergency use only.

C. **RENTER** agrees to keep the gate closed and locked at all times except while taking agricultural equipment through the gate. The gate shall never be left unlocked and unattended by **RENTER**. The gate shall be closed and relocked by **RENTER** immediately after **RENTER's** agricultural equipment passes through the gate.

D. **RENTER** shall not plow, cultivate, or otherwise disturb or utilize any lands within ten (10) feet of the perimeter fence.

E. **RENTER** shall be responsible for any damage to the fence and/or gate.

F. Crops reaching a height of four (4) feet or more at maturity are prohibited on the rented land inside the perimeter of the fence.

7. TERMINATION FOR BREACH. In recognition of the importance of **RENTER** strictly complying with its obligation to keep the gate closed and locked at all times except while taking agricultural equipment through, **COUNTY** shall frequently inspect the perimeter fence and shall provide **RENTER** with a

written warning the first time that **RENTER's** gate is found to be open and unattended or unlocked and unattended. If the gate is found to be unattended and open or unlocked a second time, the Farmland Rental Agreement shall be immediately terminated by written notice to **RENTER** from the Airport Manager or other authorized official of **COUNTY**. **RENTER** shall immediately surrender the gate lock and key to the Airport Manager. The decision to terminate may be appealed to **COUNTY's** Transportation Committee, but until the Committee decides to reinstate the **RENTER's** rights, the termination shall remain in effect. No damages, reimbursement, or compensation of any nature shall be due to **RENTER** if termination for breach occurs.

8. SPECIAL TERMINATION. **COUNTY** reserves the right to terminate this Agreement upon six (6) month's written notice. County shall not be responsible for any crop damage due to Airport improvement project(s) construction.

9. CERTIFICATE OF STATUS. **LESSEE** agrees to bring the limited liability company status into good standing with the State of Wisconsin Department of Financial Institutions within ten (10) days of the date of this Agreement. **LESSEE** further agrees to provide a Certificate of Status or other documentation satisfactory to the Transportation Committee showing **LESSEE** to be in good standing with the State of Wisconsin Department of Financial Institutions each year upon the anniversary date of the Lease.

10. AUTHORITY TO EXECUTE. The persons executing this Agreement represent that they have the legal authority to bind the respective party for which such signature is made.

SHEBOYGAN COUNTY:
By Its Transportation Committee

Dated: _____

By _____

Matthew Grenoble

Airport Superintendent, as

authorized

representative

RENTER:
PEICHL FARMS, INC.

Dated: _____

Randall Peichl

President

SHEBOYGAN COUNTY MEMORIAL INTERNATIONAL AIRPORT
FARMLAND RENTAL AGREEMENT

THIS AGREEMENT, entered into by and between **SHEBOYGAN COUNTY**, by its Transportation Committee, hereinafter referred to as **COUNTY**, and the undersigned, **BOEDECKER FAMILY FARMS, LLC**, hereinafter referred to as **RENTER**:

1. **DESCRIPTION**. **RENTER** does hereby agree to rent from **COUNTY** the property designated on the Airport Rental Map as Parcel No. Four (4), consisting of fifty-one and eleven hundredths (51.11) acres of land.

2. **TERM**. The term of this Agreement shall be for a period of three (3) years commencing at the time of signing this Agreement and ending at the end of the fall crop season from that date.

3. **RENTAL RATE**. **RENTER** hereby agrees to pay the following sum payable on an annual basis. **COUNTY** may adjust these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any farmland **RENTER**. **NOTE**: Acreage may be significantly reduced due to Airport improvements construction.

A. For the 2026 crop year, due on or before January 1, 2026, One Hundred Fifty Dollars (\$150.00) per acre;

B. For the 2027 crop year, due on or before January 1, 2027, One Hundred Fifty-Five Dollars (\$155.00) per acre;

C. For the 2028 crop year, due on or before January 1, 2028, One Hundred Sixty Dollars (\$160.00) per acre.

4. **GOOD HUSBANDRY PRACTICES**. **RENTER** shall have the affirmative duty to engage in good husbandry practices so as to improve the soil and provide the potential for a substantially better harvest. Accordingly, **RENTER** shall use the following practices as appropriate:

A. Use of soil builders or fertilizers;

B. Use of sprays and weed controls;

C. Seeding of legumes;

D. Proper crop rotation;

E. Minimal tillage practices are preferred, including vertical till and no till; and/or

F. Any other practice by advance mutual agreement.

5. **RESTRICTIONS.** This Agreement is hereby entered into subject to the following conditions:

- A. No land may be put into government soil practices for cash payments. It may, however, be used to qualify for payments on other land owned or leased.
- B. All land must be kept reasonably free from weeds.
- C. No cattle are permitted on the rented land.
- D. Land rented or leased as plowed land must again be in a plowed state unless it is seeded as a legume, and failure to do so shall require payment of Fifty Dollars (\$50.00) per acre not so plowed or seeded.
- E. For lots inside the airport perimeter fence, manure-type fertilizers are not allowed. Manufactured fertilizers are acceptable.

6. **OBLIGATION REGARDING FENCE AND GATE.** COUNTY has constructed a perimeter fence around the Airport property for the purposes of lessening the risk of aircraft-animal collisions and to increase security for Airport users. RENTER will be required to utilize a gate to pass through the perimeter fence for access to COUNTY agricultural lands within the Airport. To promote the purposes for which the fence is built, RENTER agrees to undertake the following obligations:

- A. RENTER shall use only a gate assigned specifically to RENTER for airport access and no other gate.
- B. RENTER shall be assigned a padlock and key for RENTER's gate and agrees to be solely responsible for the lock and key. COUNTY personnel will retain a master key for emergency use only.
- C. RENTER agrees to keep the gate closed and locked at all times except while taking agricultural equipment through the gate. The gate shall never be left unlocked and unattended by RENTER. The gate shall be closed and relocked by RENTER immediately after RENTER's agricultural equipment passes through the gate.
- D. RENTER shall not plow, cultivate, or otherwise disturb or utilize any lands within ten (10) feet of the perimeter fence.
- E. RENTER shall be responsible for any damage to the fence and/or gate.
- F. Crops reaching a height of four (4) feet or more at maturity are prohibited on the rented land inside the perimeter of the fence.

7. **TERMINATION FOR GATE BREACH.** In recognition of the importance of RENTER strictly complying with its obligation to keep the gate closed and locked at all times except while taking agricultural equipment through, COUNTY

shall frequently inspect the perimeter fence and shall provide **RENTER** with a written warning the first time that **RENTER's** gate is found to be open and unattended or unlocked and unattended. If the gate is found to be unattended and open or unlocked a second time, the Farmland Rental Agreement shall be immediately terminated by written notice to **RENTER** from the Airport Superintendent or other authorized official of **COUNTY**. The **RENTER** shall immediately surrender the gate lock and key to the Airport Superintendent. The decision to terminate may be appealed to **COUNTY's** Transportation Committee, but until the Committee decides to reinstate the **RENTER's** rights, the termination shall remain in effect. No damages, reimbursement, or compensation of any nature shall be due to **RENTER** if termination for breach occurs.

8. SPECIAL TERMINATION. **COUNTY** reserves the right to terminate this Agreement upon six (6) month's written notice or upon thirty (30) days' notice for failure to pay. **COUNTY** shall not be responsible for any crop damage due to Airport improvement project(s) construction.

9. CERTIFICATE OF STATUS. **RENTER** agrees to bring the limited liability company status into good standing with the State of Wisconsin Department of Financial Institutions within ten (10) days of the date of this Agreement. **RENTER** further agrees to provide a Certificate of Status or other documentation satisfactory to the Transportation Committee showing **RENTER** to be in good standing with the State of Wisconsin Department of Financial Institutions each year upon the anniversary date of the Lease.

10. AUTHORITY TO EXECUTE. The persons executing this Agreement represent that they have the legal authority to bind the respective party for which such signature is made.

SHEBOYGAN COUNTY:
By Its Transportation Committee

Dated: _____

By _____
Matthew Grenoble
Airport Superintendent, as authorized
representative

RENTER:
BOEDECKER FAMILY FARMS, LLC

Dated: _____

Marvin Boedecker
Member

C:8437\396273.docx

Carryover of Unexpended 2025 Appropriations to 2026

Department Name: Transportation Department - Airport Division

<u>Account Number</u>	<u>Requested \$ Amount</u>	<u>Item Description</u>	<u>Justification</u>	<u>Reason Unexpended in 2025</u>
116.565000	\$58,577	Broom Truck	Bill for Truck has not been received from BOA	Bill for Truck has not been received from BOA
	\$58,577		TOTAL REQUEST	

Carryover of Unexpended 2025 Appropriations to 2026

Department Name: Transportation Department - Highway Division

<u>Account Number</u>	<u>Requested \$ Amount</u>	<u>Item Description</u>	<u>Justification</u>	<u>Reason Unexpended in 2025</u>
440.567009	\$141,600	Dump Body Upfit	Casper's is currently working on this truck, but not sure of completion date	Timing unknown to have truck put together
	\$141,600		TOTAL REQUEST	

**VARIANCE REPORT FOR DEPARTMENT -- COUNTY AIRPORT
FOR THE QUARTER ENDING 09/30/2025**

TIMING	G/L CATEGORY	VARIANCE FROM BUDGET	EXPLANATION OF VARIANCE
	Public Charges for Services		
	Public Works	22,951.51	More Customs User Fees
	Interest and Other Revenue		
	Other Misc. Revenue	16,789.37	More Customs Facilities Reimbursements and Control Box repair
	Personnel Related Expenditure		
	Overtime	(1,817.18)	Weekend winter events from 1st qtr
	Benefits	(1,474.07)	Change in benefits
	Operating Expenses		
	Purchased Services	(22,459.22)	More Customs Agent Service and higher utilities
	Repairs and Maintenance	15,096.23	Less Auto Parts Repairs and less Grounds/Plumbing Maintenance
	General Operating	(12,122.85)	De-icing material received and less Diesel Fuel used.
	Interdepartmental Charges		
	Employee Related Insurance	(16,328.84)	Health Insurance plan change
	Repairs & Maintenance Charges	(21,678.10)	Parking lot line striping, service tractor and endloader, weekend winter events
	Capital Outlay	58,577.00	Equipment not paid for yet
	Variances Less Than Justification Threshold	695.49	
	TOTAL	38,229.34	Positive

County Airport

Budget Current Period	%	Actual Current Period	%	Variance Current Period	%	Description	Budget Year to Date	%	Actual Year to Date	%	Variance Year-to-Date	%
						400000 Revenues						
						410000 Taxes						
10,416.00	17.4	10,416.00	12.0			411000 Property Tax Levy	93,738.00	19.0	93,738.00	17.6		
10,416.00	17.4	10,416.00	12.0			410000 Taxes	93,738.00	19.0	93,738.00	17.6		
						420000 Intergovernmental Rev						
						450000 Public Charges for Se						
31,190.00	52.0	57,888.95	66.4	26,698.95	85.6	453000 Public Works	234,198.00	47.5	257,149.51	48.2	22,951.51	9.8
31,190.00	52.0	57,888.95	66.4	26,698.95	85.6	450000 Public Charges for Se	234,198.00	47.5	257,149.51	48.2	22,951.51	9.8
						460000 Interest and Other Re						
18,159.00	30.3	18,636.47	21.4	477.47	2.6	466000 Other Miscellaneous	163,427.00	33.1	180,216.37	33.8	16,789.37	10.3
18,159.00	30.3	18,636.47	21.4	477.47	2.6	460000 Interest and Other Re	163,427.00	33.1	180,216.37	33.8	16,789.37	10.3
						470000 Interdepartmental Rev						
220.00	.4	220.00	.3			476000 Other Interdepartmen	1,980.00	.4	1,980.00	.4		
220.00	.4	220.00	.3			470000 Interdepartmental Rev	1,980.00	.4	1,980.00	.4		
59,985.00	100.0	87,161.42	100.0	27,176.42	45.3	400000 Revenues	493,343.00	100.0	533,083.88	100.0	39,740.88	8.1
						500000 Expense/Expenditure						
						510000 Personnel Related Exp						
13,568.00	22.6	13,814.14	15.8	246.14-	1.8	511000 Wages	130,631.00	26.5	132,724.97	24.9	2,093.97-	1.6
1,816.00	3.0	1,908.30	2.2	92.30-	5.1	512000 Benefits	16,940.00	3.4	18,414.07	3.5	1,474.07-	8.7
15,384.00	25.6	15,722.44	18.0	338.44-	2.2	510000 Personnel Related Exp	147,571.00	29.9	151,139.04	28.4	3,568.04-	2.4
						530000 Operating Expenses						
23,627.00	39.4	25,782.10	29.6	2,155.10-	9.1	531000 Purchased Services	210,460.00	42.7	232,919.22	43.7	22,459.22-	10.7
2,418.00	4.0	476.95	.5	1,941.05	80.3	532000 Repair & Maintenance	30,190.00	6.1	15,093.77	2.8	15,096.23	50.0
2,489.00	4.1	2,684.71	3.1	195.71-	7.9	533000 General Operating	29,161.00	5.9	41,283.85	7.7	12,122.85-	41.6
96.00	.2			96.00	100.0	534000 Fixed Charges	859.00	.2			859.00	100.0
28,630.00	47.7	28,943.76	33.2	313.76-	1.1	530000 Operating Expenses	270,670.00	54.9	289,296.84	54.3	18,626.84-	6.9
						550000 Interdepartmental Cha						
2,479.00	4.1	4,083.75	4.7	1,604.75-	64.7	551000 Employee Related Cha	23,538.00	4.8	39,866.84	7.5	16,328.84-	69.4
1,491.00	2.5	1,488.83	1.7	2.17	.1	551900 Insurance Charges	13,399.00	2.7	13,399.51	2.5	.51-	
1,543.00	2.6	2,201.19	2.5	658.19-	42.7	552000 Repairs & Maintenanc	13,875.00	2.8	35,553.10	6.7	21,678.10-	156.2
1,003.00	1.7	989.92	1.1	13.08	1.3	553000 System Operation Cha	9,023.00	1.8	8,909.24	1.7	113.76	1.3
709.00	1.2	708.33	.8	.67	.1	556000 Other Interdepartmen	6,375.00	1.3	6,374.97	1.2	.03	

County Airport

Budget	%	Actual	%	Variance	%	Description	Budget	%	Actual	%	Variance	%
Current Period		Current Period		Current Period			Year to Date		Year to Date		Year-to-Date	
7,225.00	12.0	9,472.02	10.9	2,247.02-	31.1	550000 Interdepartmental Cha	66,210.00	13.4	104,103.66	19.5	37,893.66-	57.2
						560000 Capital Outlay						
						565000 Machinery & Equipmen	58,577.00	11.9			58,577.00	100.0
						560000 Capital Outlay	58,577.00	11.9			58,577.00	100.0
						570000 Depreciation						
51,239.00	85.4	54,138.22	62.1	2,899.22-	5.7	500000 Expense/Expenditure	543,028.00	110.1	544,539.54	102.1	1,511.54-	.3
						600000 Other Financing Source						
						630000 Opt'g Transfers from						
						700000 Other Financing Uses						
						720000 Transfer to Other Fun						
8,746.00	14.6	33,023.20	37.9	24,277.20	277.6	Current Change in Fund Balance	49,685.00-	10.1	11,455.66-	2.1	38,229.34	76.9

**VARIANCE REPORT FOR DEPARTMENT -- LAKE BREEZE AVIATION
FOR THE QUARTER ENDING 09/30/2025**

TIMING	G/L CATEGORY	VARIANCE FROM BUDGET	EXPLANATION OF VARIANCE
	Public Charges for Services		
	Public Works	(175,697.35)	Lower fuel prices (trends); less hangar fees collected; lower fuel sales - colder weather and less flights from 1st qtr
	Interest and Other Revenue		
	Rent Revenue	25,048.11	Additional rent from new short-term tenants
	Other Misc. Revenue	2,562.67	Training reimbursement
	Personnel Related Expenditure		
	Wages	2,054.63	Recently filled vacancies
	Overtime	16,418.87	Flight times during business hours
	Benefits	4,698.02	Related to wages
	Operating Expenses		
	Purchased Services	(6,526.92)	Higher electric and natural gas - colder months - from 1st qtr. More in line for the 2nd and 3rd qtr.
	Repairs and Maintenance	(10,043.75)	Replace blue building lighting and heat exchanger in hanger 1 - unbudgeted
	General Operating	213,649.58	Lower flight operations
	Fixed Charges	(3,768.38)	Additional equipment rented than anticipated
	Interdepartmental Charges		
	Employee Related Insurance	11,158.10	Staff vacancies
	Repairs & Maintenance Charges	1,661.36	Less Electrician hours used
	Other Interdepartmental	44,340.00	Vacant position

Capital Outlay	(175,000.00)	Door replacement
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Depreciation	(249,136.89)	Unbudgeted item
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Variances Less Than Justification Threshold	(12.21)	
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TOTAL	(298,594.16) Negative	
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County of Sheboygan
Variance Analysis by Company
As of 9/30/2025

Budget Current Period	%	Actual Current Period	%	Variance Current Period	%	Description	Budget Year to Date	%	Actual Year to Date	%	Variance Year-to-Date	%
						400000 Revenues						
						410000 Taxes						
477,545.00	99.6	342,448.27	98.2	135,096.73-	28.3	453000 Public Works	3,207,698.00	99.4	3,032,000.65	98.5	175,697.35-	5.5
477,545.00	99.6	342,448.27	98.2	135,096.73-	28.3	410000 Taxes	3,207,698.00	99.4	3,032,000.65	98.5	175,697.35-	5.5
						460000 Interest and Other Re						
2,014.00	.4	6,191.20	1.8	4,177.20	207.4	462000 Rent Revenue	18,124.00	.6	45,734.78	1.5	27,610.78	152.3
2,014.00	.4	6,191.20	1.8	4,177.20	207.4	460000 Interest and Other Re	18,124.00	.6	45,734.78	1.5	27,610.78	152.3
479,559.00	100.0	348,639.47	100.0	130,919.53-	27.3	400000 Revenues	3,225,822.00	100.0	3,077,735.43	100.0	148,086.57-	4.6
						500000 Expense/Expenditure						
						510000 Personnel Related Exp						
40,681.00	8.5	46,239.06	13.3	5,558.06-	13.7	511000 Wages	386,539.00	12.0	368,065.50	12.0	18,473.50	4.8
5,251.00	1.1	5,610.20	1.6	359.20-	6.8	512000 Benefits	49,898.00	1.5	45,199.98	1.5	4,698.02	9.4
45,932.00	9.6	51,849.26	14.9	5,917.26-	12.9	510000 Personnel Related Exp	436,437.00	13.5	413,265.48	13.4	23,171.52	5.3
						530000 Operating Expenses						
1,889.00	.4	2,218.37	.6	329.37-	17.4	531000 Purchased Services	16,987.00	.5	23,513.92	.8	6,526.92-	38.4
3,195.00	.7	1,460.56	.4	1,734.44	54.3	532000 Repair & Maintenance	10,051.00	.3	20,094.75	.7	10,043.75-	99.9
339,352.00	70.8	344,469.06	98.8	5,117.06-	1.5	533000 General Operating	2,261,946.00	70.1	2,048,296.42	66.6	213,649.58	9.4
2,137.00	.4	5,268.73	1.5	3,131.73-	146.5	534000 Fixed Charges	19,231.00	.6	22,999.38	.7	3,768.38-	19.6
346,573.00	72.3	353,416.72	101.4	6,843.72-	2.0	530000 Operating Expenses	2,308,215.00	71.6	2,114,904.47	68.7	193,310.53	8.4
						550000 Interdepartmental Cha						
9,620.00	2.0	8,697.08	2.5	922.92	9.6	551000 Employee Related Cha	91,409.00	2.8	80,250.90	2.6	11,158.10	12.2
427.00	.1	2,010.41	.6	1,583.41-	370.8	551900 Insurance Charges	18,093.00	.6	18,093.77	.6	.77-	
1,000.00	.2	425.97	.1	574.03	57.4	552000 Repairs & Maintenanc	3,000.00	.1	1,338.64		1,661.36	55.4
808.00	.2	808.00	.2			553000 System Operation Cha	7,272.00	.2	7,283.44	.2	11.44-	.2
4,666.00	1.0			4,666.00	100.0	556000 Other Interdepartmen	44,340.00	1.4			44,340.00	100.0
16,521.00	3.4	11,941.46	3.4	4,579.54	27.7	550000 Interdepartmental Cha	164,114.00	5.1	106,966.75	3.5	57,147.25	34.8
						560000 Capital Outlay						
						564000 Building Improvement			175,000.00	5.7	175,000.00-	
						560000 Capital Outlay			175,000.00	5.7	175,000.00-	
						570000 Depreciation						
		24,817.30	7.1	24,817.30-		572000 Building			223,355.67	7.3	223,355.67-	
		2,745.06	.8	2,745.06-		575000 Machinery & Equip De			25,781.22	.8	25,781.22-	
		27,562.36	7.9	27,562.36-		570000 Depreciation			249,136.89	8.1	249,136.89-	

Budget Current Period	%	Actual Current Period	%	Variance Current Period	%	Description	Budget Year to Date	%	Actual Year to Date	%	Variance Year-to-Date	%
						580000 Debt Service						
409,026.00	85.3	444,769.80	127.6	35,743.80-	8.7	500000 Expense/Expenditure	2,908,766.00	90.2	3,059,273.59	99.4	150,507.59-	5.2
						600000 Other Financing Source						
						630000 Opt'g Transfers from						
						700000 Other Financing Uses						
70,533.00	14.7	96,130.33-	27.6	166,663.33-	236.3	720000 Transfer to Other Fun	317,056.00	9.8	18,461.84	.6	298,594.16-	94.2
						Current Change in Fund Balance						

**VARIANCE REPORT FOR DEPARTMENT -- HIGHWAY DEPARTMENT
FOR THE QUARTER ENDING 09/30/2025**

TIMING	G/L CATEGORY	VARIANCE FROM BUDGET	EXPLANATION OF VARIANCE
	Intergovernmental Revenues		
	State Grants	(385,639.27)	GTA grant lower than budgeted
	Charges to State of Wisconsin	824,128.12	Additional DMA / TMA projects; Weekend winter events
	Charges - Other Local Gov'ts	2,439,478.83	More Municipal projects; Weekend winter events
	Public Charges for Services		
	General Government	3,950.00	More permit payments
	Public Works	7,824.25	New Tower Agreement and more accidents invoiced
	Interest and Other Revenue		
	Other Misc. Revenue	62,326.86	Larger amounts of scrap metal (culverts & guardrails), Fluid Secure refund and Auction proceeds greater than salvage value
	Interdepartmental Revenue		
	Repairs & Maintenance Services	599,030.84	Various Capital Project revenue
	Other Interdept'l Revenue	(3,139,962.03)	Most County construction wrapping up in October/November. Construction projects transfer before sealcoating projects
	Personnel Related Expenditure		
	Wages	229,589.75	Vacant positions
	Overtime	(148,476.25)	Summer Construction and Weekend Snow activities (invoice customers)
	Benefits	27,182.11	Vacant positions
	Operating Expenses		
	Purchased Services	(1,043,847.90)	More Engineering Services used for upcoming projects and more outside Transportation used being short staffed.

Repairs and Maintenance	(118,012.95)	New Fuel System at Complex and tires for Crusher loader
General Operating	(1,293,084.87)	Additional State TMA/DMA and Municipal projects
Fixed Charges	65,952.77	Less equipment rented
Interdepartmental Charges		
Employee Related Insurance	143,319.56	Changes in benefits due to vacancies
Repairs & Maintenance Charges	(26,453.30)	Additional electric work at various facilities for additional key card access requirements
Other Interdepartmental	27,456.51	Continued limited cleaning staff hours
Capital Outlay	170,432.50	Have a few vehicles to received
Depreciation	(2,269,057.70)	Unbudgeted item
Variances Less Than Justification Threshold	(376,536.80)	
TOTAL	(4,200,398.97)	

Highway Department

Budget Current Period	%	Actual Current Period	%	Variance Current Period	%	Description	Budget Year to Date	%	Actual Year to Date	%	Variance Year-to-Date	%
						400000.L Revenue						
						410000 Taxes						
78,680.00	3.2	78,680.00	2.1			411000 Property Tax Levy	860,045.00	5.5	860,045.00	5.4		
78,680.00	3.2	78,680.00	2.1			410000 Taxes	860,045.00	5.5	860,045.00	5.4		
						420000 Intergovernmental Rev						
415,782.00	17.1	621,576.98	16.9	205,794.98	49.5	423000 State Grants	3,160,035.00	20.3	2,774,395.73	17.4	385,639.27-	12.2
162,116.00	6.7	213,330.74	5.8	51,214.74	31.6	424000 Charges to State of	1,602,123.00	10.3	2,426,251.12	15.2	824,128.12	51.4
826,427.00	33.9	1,243,945.43	33.9	417,518.43	50.5	426000 Charges to Other Loc	4,448,643.50	28.6	6,888,122.33	43.2	2,439,478.83	54.8
1,404,325.00	57.6	2,078,853.15	56.6	674,528.15	48.0	420000 Intergovernmental Rev	9,210,801.50	59.3	12,088,769.18	75.8	2,877,967.68	31.2
						440000 Fines, Forfeits and P						
						450000 Public Charges for Se						
1,000.00		2,300.00	.1	1,300.00	130.0	451000 General Government	9,000.00	.1	12,950.00	.1	3,950.00	43.9
1,250.00	.1			1,250.00-	100.0	453000 Public Works	11,250.00	.1	19,074.25	.1	7,824.25	69.5
2,250.00	.1	2,300.00	.1	50.00	2.2	450000 Public Charges for Se	20,250.00	.1	32,024.25	.2	11,774.25	58.1
						460000 Interest and Other Re						
850.00		1,500.00		650.00	76.5	462000 Rent Revenue	7,650.00		6,000.00		1,650.00-	21.6
2,084.00	.1	3,290.17	.1	1,206.17	57.9	466000 Other Miscellaneous	18,750.00	.1	81,076.86	.5	62,326.86	332.4
2,934.00	.1	4,790.17	.1	1,856.17	63.3	460000 Interest and Other Re	26,400.00	.2	87,076.86	.5	60,676.86	229.8
						470000 Interdepartmental Rev						
6,231.00	.3	199,917.09	5.4	193,686.09	*****	472000 Repairs & Maintenanc	56,079.00	.4	655,109.84	4.1	599,030.84	*****
942,739.00	38.7	1,305,307.36	35.6	362,568.36	38.5	476000 Other Interdepartmen	5,371,725.50	34.6	2,231,763.47	14.0	3,139,962.03-	58.5
948,970.00	38.9	1,505,224.45	41.0	556,254.45	58.6	470000 Interdepartmental Rev	5,427,804.50	34.9	2,886,873.31	18.1	2,540,931.19-	46.8
2,437,159.00	100.0	3,669,847.77	100.0	1,232,688.77	50.6	400000.L Revenue	15,545,301.00	100.0	15,954,788.60	100.0	409,487.60	2.6
						500000 Expense/Expenditure						
						510000 Personnel Related Exp						
540,526.00	22.2	569,281.30	15.5	28,755.30-	5.3	511000 Wages	5,044,885.00	32.5	4,963,771.50	31.1	81,113.50	1.6
76,190.00	3.1	76,741.62	2.1	551.62-	.7	512000 Benefits	711,108.00	4.6	683,925.89	4.3	27,182.11	3.8
616,716.00	25.3	646,022.92	17.6	29,306.92-	4.8	510000 Personnel Related Exp	5,755,993.00	37.0	5,647,697.39	35.4	108,295.61	1.9
						530000 Operating Expenses						
132,190.00	5.4	498,501.14	13.6	366,311.14-	277.1	531000 Purchased Services	1,204,183.00	7.7	2,248,030.90	14.1	1,043,847.90-	86.7
92,504.00	3.8	165,405.19	4.5	72,901.19-	78.8	532000 Repair & Maintenance	838,015.00	5.4	956,027.95	6.0	118,012.95-	14.1
1,147,743.50	47.1	1,196,625.19	32.6	48,881.69-	4.3	533000 General Operaton	5,204,000.50	33.5	6,497,085.37	40.7	1,293,084.87-	24.8

As of 9/30/2025

Highway Department

Budget Current Period	%	Actual Current Period	%	Variance Current Period	%	Description	Budget Year to Date	%	Actual Year to Date	%	Variance Year-to-Date	%
8,064.00	.3	9,027.83	.2	963.83-	12.0	534000 Fixed Charges	111,055.00	.7	45,102.23	.3	65,952.77	59.4
						535000 Bad Debt Expense			925.57		925.57-	
1,380,501.50	56.6	1,869,559.35	50.9	489,057.85-	35.4	530000 Operating Expenses	7,357,253.50	47.3	9,747,172.02	61.1	2,389,918.52-	32.5
						540000 Capital Projects						
						550000 Interdepartmental Cha						
151,132.00	6.2	154,609.62	4.2	3,477.62-	2.3	551000 Employee Related Ins	1,436,045.00	9.2	1,292,725.44	8.1	143,319.56	10.0
25,164.00	1.0	25,162.00	.7	2.00		551900 Insurance Charges	226,459.00	1.5	226,458.00	1.4	1.00	
3,250.00	.1	6,145.44	.2	2,895.44-	89.1	552000 Repairs & Maintenanc	17,730.00	.1	44,183.30	.3	26,453.30-	149.2
12,223.00	.5	12,055.67	.3	167.33	1.4	553000 System Operation Cha	110,087.00	.7	109,069.23	.7	1,017.77	.9
11,524.00	.5	8,728.17	.2	2,795.83	24.3	556000 Other Interdepartmen	106,010.00	.7	78,553.49	.5	27,456.51	25.9
203,293.00	8.3	206,700.90	5.6	3,407.90-	1.7	550000 Interdepartmental Cha	1,896,331.00	12.2	1,750,989.46	11.0	145,341.54	7.7
						560000 Capital Outlay						
		13,714.69	.4	13,714.69-		561000 Land			163,994.56	1.0	163,994.56-	
		8,277.50	.2	8,277.50-		565000 Machinery & Equipmen	825,829.00	5.3	1,189,772.05	7.5	363,943.05-	44.1
						567000 Vehicles	2,106,876.00	13.6	1,408,505.89	8.8	698,370.11	33.1
		21,992.19	.6	21,992.19-		560000 Capital Outlay	2,932,705.00	18.9	2,762,272.50	17.3	170,432.50	5.8
						570000 Depreciation						
		40,655.76	1.1	40,655.76-		572000 Building			368,835.33	2.3	368,835.33-	
		4,638.42	.1	4,638.42-		573000 Building Improvement			41,745.84	.3	41,745.84-	
		8,147.03	.2	8,147.03-		574000 Improvements Non-Bld			73,323.39	.5	73,323.39-	
		4,676.28	.1	4,676.28-		574300 Infrastructure			42,086.49	.3	42,086.49-	
		181,483.66	4.9	181,483.66-		575000 Machinery & Equip De			1,743,066.65	10.9	1,743,066.65-	
		239,601.15	6.5	239,601.15-		570000 Depreciation			2,269,057.70	14.2	2,269,057.70-	
						580000 Debt Service						
2,200,510.50	90.3	2,983,876.51	81.3	783,366.01-	35.6	500000 Expense/Expenditure	17,942,282.50	115.4	22,177,189.07	139.0	4,234,906.57-	23.6
						600000 Other Financing Source						
75.00				75.00	100.0	630000 Opt'g Transfers from	675.00		695.00		20.00-	3.0
						631500 Land Records Usage	1,125,000.00	7.2	750,000.00	4.7	375,000.00	33.3
75.00				75.00	100.0	634900 Transportation Fund	1,125,675.00	7.2	750,695.00	4.7	374,980.00	33.3
						630000 Opt'g Transfers from						
75.00				75.00	100.0	600000 Other Financing Source	1,125,675.00	7.2	750,695.00	4.7	374,980.00	33.3

Budget	%	Actual	%	Variance	%	Description	Budget	%	Actual	%	Variance	%
Current Period		Current Period		Current Period			Year to Date		Year to Date		Year-to-Date	
						700000 Other Financing Uses						
						720000 Transfer to Other Fun						
						724403 Fund Transfer Out	331,046.00	2.1	331,046.00	2.1		
						720000 Transfer to Other Fun	331,046.00	2.1	331,046.00	2.1		
						700000 Other Financing Uses	331,046.00	2.1	331,046.00	2.1		
						900000 Statistical Accounts O						
						910000 Highway Unit Informat						
236,723.50	9.7	685,971.26	18.7	449,247.76	189.8	Current Change in Fund Balance	1,602,352.50-	10.3	5,802,751.47-	36.4	4,200,398.97-	262.1