

NOTICE OF MEETING

SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE

June 12, 2023 9:30 A.M.

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

AGENDA

Call to Order
Certification of Compliance with Open Meeting Law
Citizen Input and Comments
Approval of Minutes: Transportation Committee Meeting – May 1, 2023
Review and Approve Vouchers
Approval of Members to Attend Meetings or Functions
Correspondence

Airport/Highway

- WIS DOT Northeast Region Green Bay
- 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 New Individual Hangar Lease with DL Holdings, LLC for N6134 Resource Drive
- Consideration of Holland Fest Run
- Consideration of Strategy for the Potential Purchase of Burrow's Aviation – **Contemplated Closed Session:** It is contemplated that a motion will be made to consider this agenda item in closed session pursuant to Wis. Stat. § 19.85 (1)(e) which states that a closed session may be held for the following purpose: Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Committee will reconvene in OPEN SESSION immediately after the closed session is concluded to vote on matters discussed in closed session requiring decision if any action is deemed necessary and to conclude work on any other items listed in this meeting notice (Res. No. __ Approving Purchase of Assets from Burrows Aviation, LLC to provide fixed based operator (FBO) services at the Sheboygan County Memorial Airport)
- **Open Session**
- Highway Activities and Updates (This is a summary of key activities. No action will be taken by the Transportation Committee resulting from this conversation, unless it is a specific item on the agenda.)

Adjournment

Next Scheduled Meeting: to be determined

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

May 1, 2023

Called to Order: 9:00 A.M.

Adjourned: 10:01 A.M.

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

ALSO PRESENT: Greg Schnell, Matt Grenoble, Vernon Koch, Alayne Krause, Crystal Fieber, Bryan Olson, and Amy Wieland

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

Chairman Wegner certified compliance with the open meeting law. The notice was posted at 4:30 p.m. on April 27, 2023.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve the minutes from April 3, 2023 as presented. Motion carried.

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

Correspondence: Transportation Director Greg Schnell discussed funding for the County Road OO Bridge and concerns with drainage issues near Lutheran High School.

Airport Activities: Airport Superintendent Matt Grenoble provided the fuel flowage report and noted that there was a 15% decrease in Jet-A fuel in April 2023 compared to April 2022. There was a 4% decrease in total fuel sales year to date in 2023 compared to year to date in 2022.

Grenoble was contacted by a Town of Mosel citizen who was concerned about a low flying aircraft. Grenoble was able to track the plane which was owned by the State of Wisconsin Department of Natural Resources. It was determined that the pilot made the appropriate calls and was conducting duck surveys.

Supervisor Veldman made a motion and Supervisor Bosman seconded the motion to approve the New Individual Hangar Lease N6138 Resource Drive with Lars Graff. Motion carried.

Supervisor Kuhlow made a motion and Supervisor Veldman seconded the motion to approve the First Amendment to Individual Aircraft Hangar Lease N6045 Resource Drive with South Pier Air, LLC and Bright Skies Aviation Holdings, LLC. Motion carried.

Supervisor Bosman made a motion and Supervisor Te Stroete seconded the motion to approve the 2023 Scenic Shore Bike Tour to be held on July 22 and July 23, 2023. Motion carried.

Supervisor Kuhlow made a motion and Supervisor Bosman seconded the motion to approve Establishing Speed Zone on County Roads "A" and "J" (Town of Rhine). Motion carried.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to go into closed session at 9:20 a.m. pursuant to Wis. Stat. § 19.85 (1)(e) to discuss Strategy for the Potential Purchase of Burrow's Aviation. Motion carried by unanimous roll call vote.

Supervisor Te Stroete and seconded by Supervisor Veldman to go into open session at 9:45 a.m. Motion carried by unanimous roll call vote.

Supervisor Bosman made a motion and Supervisor Veldman seconded the motion to approve the Vacant Position Request – Transportation Director. Motion carried.

Highway Activities and Updates: Transportation Director Greg Schnell said that the Highway Department has started reconstruction on County Road JJ between STH 32 and STH 42. May 2nd all employees holding a commercial driver's license will be attending Safety Days training. May 4th, Schnell and the Committee members will be attending the annual spring Northeast Region Commissioner and Committee Member Meeting to be held at Road America.

The next Transportation Committee meeting will be on June 12, 2023 at 9:30 a.m.

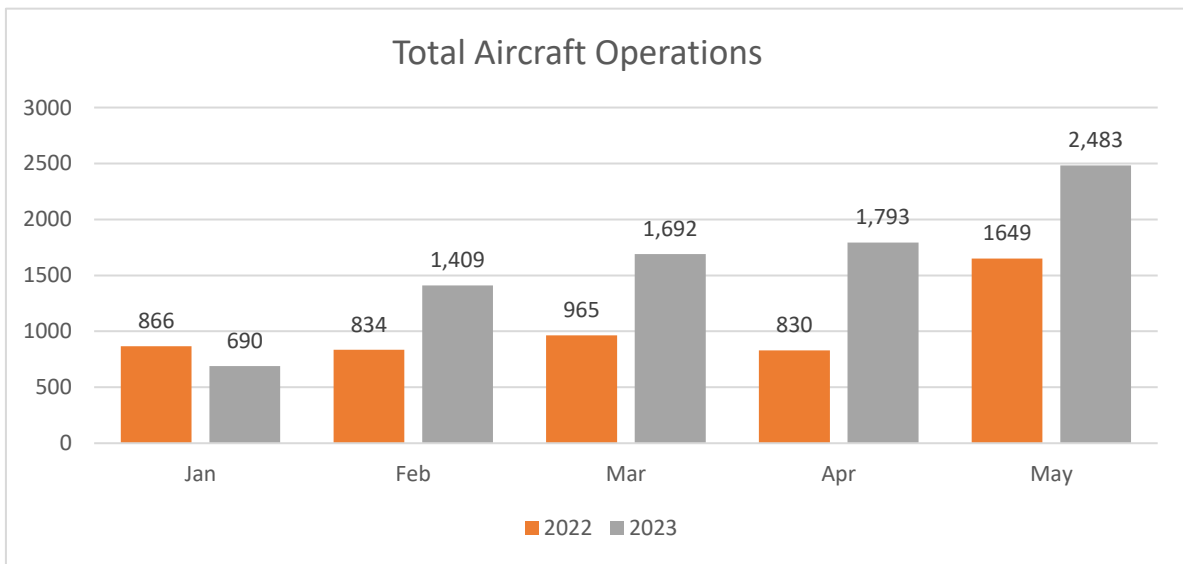
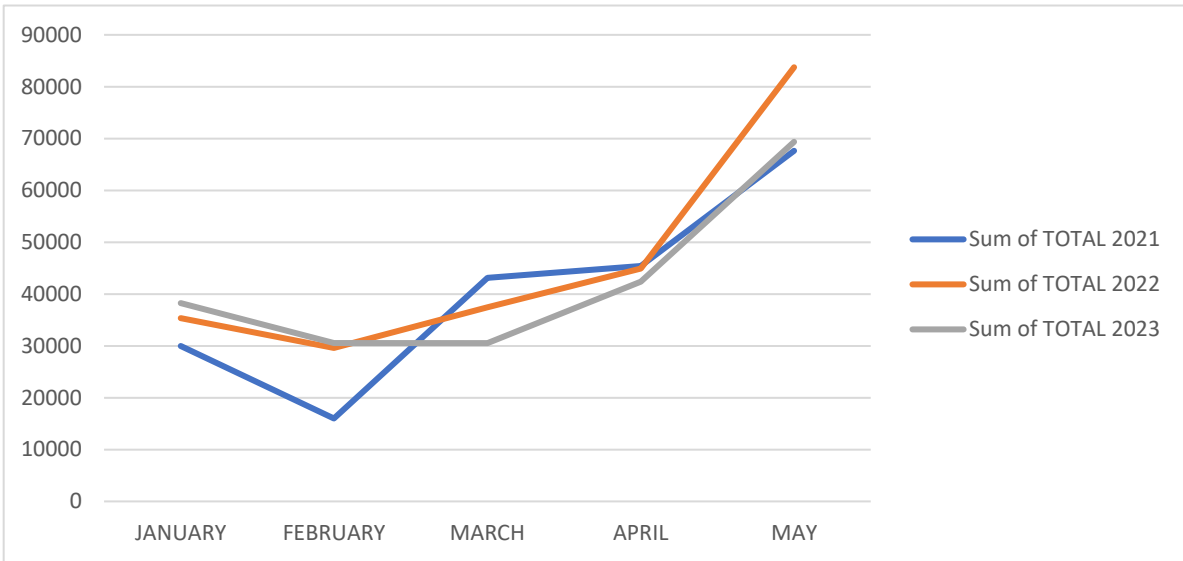
Motion by Supervisor Te Stroete and seconded by Supervisor Kuhlow to adjourn at 10:01 a.m. Motion carried.

Amy Wieland
Recording Secretary

Al Bosman
Committee Secretary

**Sheboygan County Memorial Airport
Fuel Flowage Report
May 2023**

	May			Year-to-Date		
	2023	2022	% Change	2023	2022	% Change
Jet-A	61,198	75,444	-19%	198,914	217,281	-8%
100LL	8,165	8,300	-2%	12,167	13,756	-12%
Total Fuel	69,363	83,744	-17%	211,081	231,037	-9%
Revenue (\$.14/gal)	\$9,710.82	\$11,724.16	-17%	\$29,551.34	\$32,345.18	-9%



INDIVIDUAL AIRCRAFT HANGAR LEASE

THIS AGREEMENT, entered into this _____ day of June, 2023, by and between the **COUNTY OF SHEBOYGAN**, State of Wisconsin, hereinafter called "**LESSOR**" and **DL HOLDINGS, LLC**, hereinafter called "**LESSEE**."

WITNESSETH:

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

WHEREAS, LESSEE will base their 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 10, Individual Hangar Area, Map "A", Chapter 61, Sheboygan County Code of Ordinances. (N6134 Resource Drive, Sheboygan Falls, Wisconsin).

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

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

2. RENT. **LESSEE** agrees to pay (\$.133) per square foot of lot area as a rental charge for 2023, the first payment having been paid by Division Road Sales and Service, Inc., the previous owner of the individual hangar located on the premises, and the subsequent annual payments payable on January 1 of each year thereafter for the leased premises which contains a total of four thousand two hundred (4,200) square feet. It is understood and agreed that thereafter the rental charge shall be subject to re-examination

and readjustment by **LESSOR** in November or December of the preceding year for the following year, provided that any readjustment of said rent shall be fair and reasonable.

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

50' wide × 50' deep individual aircraft hangar with roof peak height not to exceed 40'-0". Building color shall be compatible with existing hangars on Lots 7 through 31 as approved by the Airport Superintendent.

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

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

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

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

E. **Commercial Activity Prohibited.** In the event **LESSEE** requests leave to conduct a business from the leased individual hangar area, the Airport Superintendent, in conjunction with the Airport Advisory Committee shall review the request. If both feel the business can be conducted in a manner acceptable to the proper operation of Airport business, a favorable recommendation will be presented to the Transportation Committee for its consideration for potential approval and action, subject to applicable zoning and land use regulations.

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

4. **ANCILLARY USES.** **LESSEE** shall have the right to the non-exclusive use, in common with others, of the Airport parking areas, appurtenances, and improvements, the right to install, operate, maintain, and store, subject to the approval of **LESSOR** in the interests of safety and convenience of all concerned, all equipment necessary for the safe 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 Airport, having received funding through the Federal Airport Act, 49 U.S.C. §1101-1120, adheres to a non-discrimination policy. **LESSEE** agrees that the use of **LESSEE's** premises shall not exclude or otherwise subject any person to discrimination based on race, color, national origin, or any other protected classification.

13. LESSOR'S RESERVATIONS. **LESSOR** reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or

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

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

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

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

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

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

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

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

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

18. **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

Roger Te Stroete, Vice-Chairperson

Al Bosman, Secretary

Jacqueline Veldman

Jon Kuhlow

DL HOLDINGS, LLC, LESSEE
By:

BENJAMIN EDLER, member
917 N Union Road
Manitowoc, WI 54220

WILLIAM EDLER, member
W9194 County Road T
Glenbeulah, WI 53023

1 **SHEBOYGAN COUNTY RESOLUTION NO. _____ (2023/24)**

2
3 **Re: Approving Purchase of Assets from Burrows Aviation, LLC to**
4 **provide fixed based operator (FBO) services at the Sheboygan**
5 **County Memorial Airport**
6

7
8 **WHEREAS**, pursuant to Resolution No. 7 (2022/23) the Sheboygan County Board and
9 its Transportation Committee identified the need for increased FBO services at the airport and
10 allocated \$3.2 million towards establishing a County-operated fixed based operator through new
11 construction or the purchase of existing facilities meeting the minimum required standards as
12 set forth in Sheboygan County Code Section 64.07; and
13

14 **WHEREAS**, in the state of Wisconsin, approximately 48% of airports and in the United
15 States approximately 47% of airports provide FBO services through local government owners;
16 and
17

18 **WHEREAS**, to provide County-operated FBO services, the Transportation Committee
19 has reviewed the Letter of Intent between the County and Burrows Aviation, LLC and
20 recommends purchasing assets from Burrows Aviation, LLC,
21

22 **NOW, THEREFORE, BE IT RESOLVED**, that the Sheboygan County Board approves
23 the purchase of assets from Burrows Aviation, LLC as set forth in the Letter of Intent, on file with
24 the County Clerk, and authorizes and directs the County Administrator to negotiate a definitive
25 agreement to effect the purchase, subject to the Transportation Committee's approval.
26

27 **BE IT FURTHER RESOLVED**, that the County Administrator, County Board Chair, and
28 County Clerk are authorized and directed to sign such documents as necessary to complete the
29 asset purchase.
30

31 Respectfully submitted this _____ day of _____, 2023.
32

33 **TRANSPORTATION COMMITTEE**

34
35
36
37 _____
38 Thomas Wegner, Chairperson

37 _____
38 Roger Te Stroete, Vice-Chairperson

39
40 _____
41 Al Bosman, Secretary

39
40 _____
41 Jacqueline Veldman

42
43 _____
44 Jon Kuhlow

45 Opposed to Introduction:
46
47 _____
48 _____