

NOTICE OF MEETING

SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE

November 2, 2026

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 – October 5, 2026

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 for up to three minutes each on topics relevant to the agenda.)

- 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 Aircraft Hangar Lease with Go Up High, LLC, by its Registered Agent, Joshua E. Leute for N6134 Resource Drive
- Consideration of New Individual Aircraft Hangar Lease with Thirty West, LLC, by its Registered Agent, Rolf Breen for N 6146 Resource Drive
- Consideration of Table of Organization Change - Airport
- 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, December 7, 2026, at 9:00 a.m.

Adjournment

Prepared by:

Amy Wieland 920-459-3822

Recording Secretary

Jacqueline Veldman

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

October 5, 2026

Called to Order: 9:00 A.M.

Adjourned: 2:18 p.m.

MEMBERS PRESENT: Jacqueline Veldman, Vern Koch, Jon Kuhlow, and Thomas Wegner

MEMBER ABSENT: Jay Vander Weele

ALSO PRESENT: Keith Abler, Bryan Olson, Matt Grenoble, and Amy Wieland

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

Chairman Veldman certified compliance with the open meeting law. The notice was posted at 8:45 a.m. October 2, 2026.

Supervisor Wegner made a motion and Supervisor Koch seconded the motion to approve the minutes from August 3, 2026. Motion carried.

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

Supervisor Koch made a motion and Supervisor Kuhlow seconded the motion to approve Supervisor Wegner's attendance for a Visionary Leader's meeting on October 6, 2026. Motion carried.

Supervisor Wegner made a motion and Supervisor Koch seconded the motion to approve Supervisor Kuhlow's attendance at a Wisconsin County Highway Association (WCHA) meeting on October 12, 2026, a WCHA conference on October 14, 2026, and a WCHA meeting on October 26, 2026. Motion carried.

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

Supervisor Wegner made a motion and Supervisor Kuhlow seconded the motion to approve the Plymouth Holiday Parade participation. Motion carried.

Supervisor Wegner made a motion and Supervisor Kuhlow seconded the motion to deny the City of Sheboygan request to plant trees on Taylor Drive. Motion carried.

Supervisor Wegner made a motion and Supervisor Koch seconded the motion to approve the Town of Mosel ATV/UTV Permit Request. Motion carried.

Discussion about Speed Reduction and Restricting Passing on County Road Y in the Town of Sheboygan. The Highway Division will do a speed study. All information will be presented to the Traffic and Safety Committee.

Supervisor Koch made a motion and Supervisor Wegner seconded the motion to approve Purchasing Equipment for 2027. The equipment approved was three used truck chassis and a used semi tanker. Motion carried.

Transportation Director Bryan Olson updated the committee on current activities in the Highway Division.

At 10:00 a.m. members of the Transportation Committee conducted a road tour starting at W5741 County Road "J", Plymouth to Highway Division Cascade Shed at W6451 State Highway 28, Cascade, to Adell Salt Shed 220 Edgewood Avenue, Adell, to County Road "OO" Reconstruction Project, to 930 Center Avenue, Oostburg, to Highway Division South Side Shed at 7614 Frontage Road, Sheboygan, to the Brine Site at the University of Wisconsin Green Bay Sheboygan Campus, 1 University Drive, Sheboygan, to County Road C (west of County Road TT) Reconstruction Project, Sheboygan, to W5741 County Road "J", Plymouth. The members returned at 2:15 p.m.

The next Transportation Committee meeting is Monday, November 2, 2026, at 9:00 a.m.

Motion by Supervisor Wegner and seconded by Supervisor Koch to adjourn at 2:18 p.m. Motion carried.

Amy Wieland
Recording Secretary

Jay Vander Weele
Committee Secretary

INDIVIDUAL AIRCRAFT HANGAR LEASE

THIS AGREEMENT, entered into this ____ day of _____, 2026, by and between the **COUNTY OF SHEBOYGAN**, State of Wisconsin, hereinafter called "**LESSOR**" and **GO UP HIGH, LLC**, by its **Registered Agent, Joshua E. Leute**, 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 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 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 (\$.141) per square foot of lot area as a rental charge for 2027, the first payment due on January 1, 2027, and the subsequent annual payments payable on January 1st 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, 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.

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

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

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

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

4. **ANCILLARY USES.** LESSEE shall have the right to the non-exclusive use, in common with others, of the Airport parking areas, appurtenances, and improvements, the right to install, operate, maintain, and store, subject to the approval of LESSOR in the interests of safety and convenience of all concerned, all equipment necessary for the safe hanging of

LESSEE's plane; the right of ingress to and egress from the demised premises, which right shall extend to **LESSEE's** employees, guests, and patrons, the right in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying, and landing of aircraft of **LESSEE**.

5. COMPLIANCE WITH AIRPORT REGULATIONS. **LESSEE** agrees to observe and obey during the term of this Lease all laws, ordinances, rules, and regulations promulgated and enforced by **LESSOR** and by other proper authority having jurisdiction over the conduct of operations at the Airport. The provisions of Chapters 61, 62, 63, 64, and 65 of the Sheboygan County Code of Ordinances, and any subsequent amendments thereto are expressly made a part of the terms of this Lease as though fully set forth.

6. ASSIGNMENT. **LESSEE** shall have no right to assign this Lease or to sublease, mortgage, or otherwise encumber the leased premises without the advance written consent of **LESSOR**.

7. ALTERATION. **LESSEE** covenants and agrees not to make any alterations, additions, or improvements to the leased premises, including the hangar, without the prior written approval of **LESSOR**. All fixtures installed or additions and improvements made to the leased premises, including the hangar, shall remain **LESSEE's** property at the termination of the Lease, subject to Paragraph 17.

8. INSPECTION. **LESSOR** reserves the right to enter upon the premises at any reasonable time and with written notice five (5) days in advance to **LESSEE** for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease except that in the event of an emergency or in order to take action which **LESSOR** believes to be necessary to protect the aerial approach to the Airport against obstruction, including removal of any structure which, in the opinion of **LESSOR** would limit the usefulness of the Airport or constitute a hazard to aircraft, **LESSOR** reserves the right to enter upon the premises without prior notice.

9. INDEMNITY/FORCE MAJEURE.

A. Definitions. In Subparagraph **B** of this Paragraph 9, the following terms shall have the meanings indicated:

(i) "Protected Parties" shall mean **LESSOR** and its officers, agents, representatives, and employees.

(ii) "Adverse Claims" shall mean any and all claims, suits, actions, demands, fines, damages, liabilities, and expense, including costs, attorneys fees and expenses of litigation in connection with loss of life, personal injury, damage to property or business, or relating to any breach, violation, or nonperformance by **LESSEE** of any covenant or condition of this Lease.

(iii) "Related Parties" shall mean **LESSEE's** officers, agents, invitees, representatives, or employees.

B. Indemnification. **LESSEE** agrees that it will indemnify and hold harmless the Protected Parties against Adverse Claims arising from or out of any occurrence:

(i) in, upon, or on the leased premises;

- (ii) in connection with **LESSEE's** use of the Airport;
- (iii) occasioned wholly or partly by an act or omission of **LESSEE** or Related Parties; or
- (iv) arising out of any breach, violation, or non-performance by **LESSEE** or Related Parties of any covenant or condition of the Lease.

The foregoing indemnification shall not extend to any Adverse Claims to the extent occasioned by the acts or omissions of the Protected Parties.

C. Force Majeure. **LESSOR** shall not be liable for its failure to perform this Lease or for any loss, injury, damage, or delay of any type or nature whatsoever caused by, resulting from, arising out of, or incident to any Act of God, inclement weather, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond **LESSOR's** control.

10. TAXES. **LESSEE** shall pay all taxes or assessments that may be levied against the personal property of **LESSEE** or the buildings which may be erected or maintained on lands leased exclusively to 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

Jacqueline Veldman, Chairperson

Jon Kuhlow, Vice-Chairperson

Jay Vander Weele, Secretary

Vernon Koch

Thomas Wegner

LESSEE

JOSHUA E. LEUTE, Registered Agent
GO UP HIGH, LLC
2506 Hwy C
Grafton, WI 53024

INDIVIDUAL AIRCRAFT HANGAR LEASE

THIS AGREEMENT, entered into this _____ day of _____, 2026, by and between the **COUNTY OF SHEBOYGAN**, State of Wisconsin, hereinafter called "**LESSOR**" and **THIRTY WEST, LLC, by its Registered Agent, Rolf Breen**, 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 7, Individual Hangar Area, Map "A", Chapter 61,
Sheboygan County Code of Ordinances. (N6146 Resource Drive,
Sheboygan Falls, Wisconsin).

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.

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

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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, 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.

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**.

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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**.

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

Jacqueline Veldman, Chairperson

Jon Kuhlow, Vice-Chairperson

Jay Vander Weele, Secretary

Vernon Koch

Thomas Wegner

LESSEE

ROLF BREEN, Registered Agent
THIRTY WEST, LLC
1767 Linden Court
Grafton, WI 53024

REQUEST FOR CHANGE IN DEPARTMENTAL TABLE OF ORGANIZATION

Department: Transportation	
Request Date: 10/26/2026	Effective Date: 11/2/2026

Consult with the Human Resources Director before submitting to your liaison committee.

REQUESTED CHANGES

List all the positions in your department (or a sub-unit of the department) which are either currently on the table of organization or are being proposed as new positions. For each job title, list *either* the number of full-time and part-time positions, *or* the authorized full-time equivalent, currently on the T/O and the number that will be on the T/O if this request is approved.

JOB TITLE	CURRENT			PROPOSED		
	FT	PT	FTE	FT	PT	FTE
Airport Maintenance Technician	2		2	0		0
Airport Maintenance Technician 1 & 2	0		0	2		2
TOTALS	2		2	2	0	2

RATIONALE

Briefly summarize the reasons for the requested changes in the table of organization.

This change will add a second level to the Airport Maintenance Technician position. The Airport Maintenance Technician 1 will not require a CDL A, the Airport Maintenance Technician 2 will require a CDL A. The Airport Maintenance Technician will stay in paygrade 125, Airport Maintenance Technician 2 will be in paygrade 130 which aligns to existing positions that require a CDL A.

NEW POSITIONS CREATED

If any new positions are requested, please describe very briefly (a couple sentences) the essential work to be performed by each new position, and give a proposed pay grade for the position (Consult with HR Director regarding pay grades)

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BUDGET

Identify the specific source of funding for any additional positions being requested. Deletion of other positions may be used as a source of funding if the positions being deleted have already been approved as part of your operational budget.

Job Title	Cost- Rest of Year	Cost- Annual	Source of Funds

ADDITIONAL INFORMATION

Is there any other information that the liaison committee or Human Resources Committee ought to have when considering this change? You may attach additional documentation if you wish.

ACTION TAKEN

Department Head Signature  Date: 10/26/2026

Liaison Committee Signature _____ Date: _____

Human Resources Committee Signature _____ Date: _____

Form Distribution: After department head completes form, distribute to liaison committee with copy to Human Resources Director. After liaison committee approval, submit signed original to Human Resources Director.

Rev. 07/2023