

NOTICE OF MEETING

SHEBOYGAN COUNTY TRANSPORTATION COMMITTEE

November 7, 2022

9:00 A.M.

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

AGENDA

Call to Order
Certification of Compliance with Open Meeting Law
Citizen Input and Comments
Approval of Minutes: Transportation Committee Meeting – October 3, 2022
Review and Approve Vouchers
Approval of Members to Attend Meetings or Functions
Correspondence

Airport/Highway

- Airport Activities and Updates (This is a summary of key activities. No action will be taken by the Transportation Committee resulting from this conversation, unless it is a specific item on the agenda.)
- Consideration of Equity Adjustments
- Consideration of Three (3) Employees to attend the Professional Development Training on December 5 & 6, 2022
- Discussion about Mountain Ltd Proposal (on Behalf of Verizon Wireless)
- Consideration of Reducing the Speed on CTH PP from STH 57 East to Willow Road
- Consideration of a Solar Feasibility Study at the Sheboygan County Memorial Airport
- Consideration of Commercial Account Right of Entry Agreement between Sheboygan County and Charter Communications Operating, LLC
- 3rd Quarter Variance Report
- 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: December 5, 2022

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
Sheboygan County Memorial Airport
N6193 Resource Drive
Sheboygan Falls, WI 53085

October 3, 2022

Called to Order: 9:00 A.M.

Adjourned: 10:00 A.M.

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

ALSO PRESENT: Greg Schnell, Emily Stewart, Crystal Fieber, Tom Trester 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 10:00 a.m. on September 30, 2022.

There was no citizen input.

Supervisor Veldman made a motion and Supervisor Kuhlow seconded the motion to approve the minutes from September 6, 2022 as presented. Motion carried.

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

Supervisor Te Stroete made a motion and Supervisor Kuhlow seconded the motion to approve Supervisor Wegner and Supervisor Kuhlow's attendance at the October 3, 2022, State Highway 23 ribbon cutting ceremony. Motion carried. Supervisor Te Stroete made a motion and Supervisor Bosman seconded the motion to approve those committee members that would like to attend the Sheboygan County Memorial Airport's open house, which is scheduled on Monday, October 10, 2022. Motion carried.

There was no correspondence reported.

Airport Activities: Transportation Director Greg Schnell provided the fuel flowage report and noted that there is a decline in sales due to the time of the year. Schnell noted that the YTD has decreased because of the Ryder Cup that was held last year at this time. Schnell said that a sewer line had to be repaired and that the airport is starting to prepare for the mound system to be replaced in 2023. Schnell mentioned that the Burrows Aviation appraisal and building inspection are in process, which will take several weeks to complete.

Supervisor Veldman made a motion and Supervisor Te Stroete seconded the motion to approve the Village of Cedar Grove ATV Permit Application for All Roads in the Village, to include, Portions of County Road G, County Road RR and County Road LLL as Links. Motion carried.

Supervisor Veldman made a motion and Supervisor Bosman seconded the motion to approve the Town of Mitchell's ATV Permit Application for Connector Routes. Motion carried.

Supervisor Bosman made a motion and Supervisor Kuhlow seconded the motion to approve the Town of Scott ATV Permit Application for Connector Routes. Motion carried.

Supervisor Te Stroete made a motion and Supervisor Kuhlow seconded the motion to approve Resolution No. _____ (2022-23) WE Energies Easement at the Asphalt Plant. Motion carried.

There was a discussion about the options for the future of the County's property at W6040 County Road J. Schnell will continue to discuss options with Road America.

Highway Activities and Updates: Schnell said that the Highway Department is starting to receive salt for the winter. Schnell also discussed hiring challenges. Schnell mentioned that the Highway Department is slowly making the transition to winter operations.

The next Transportation Committee meeting will be on Monday, November 7, 2022 at 9:00 a.m. and will be held at the Transportation Complex in Plymouth.

Motion by Bosman and seconded by Supervisor Kuhlow to adjourn at 10:00 a.m. Motion carried.

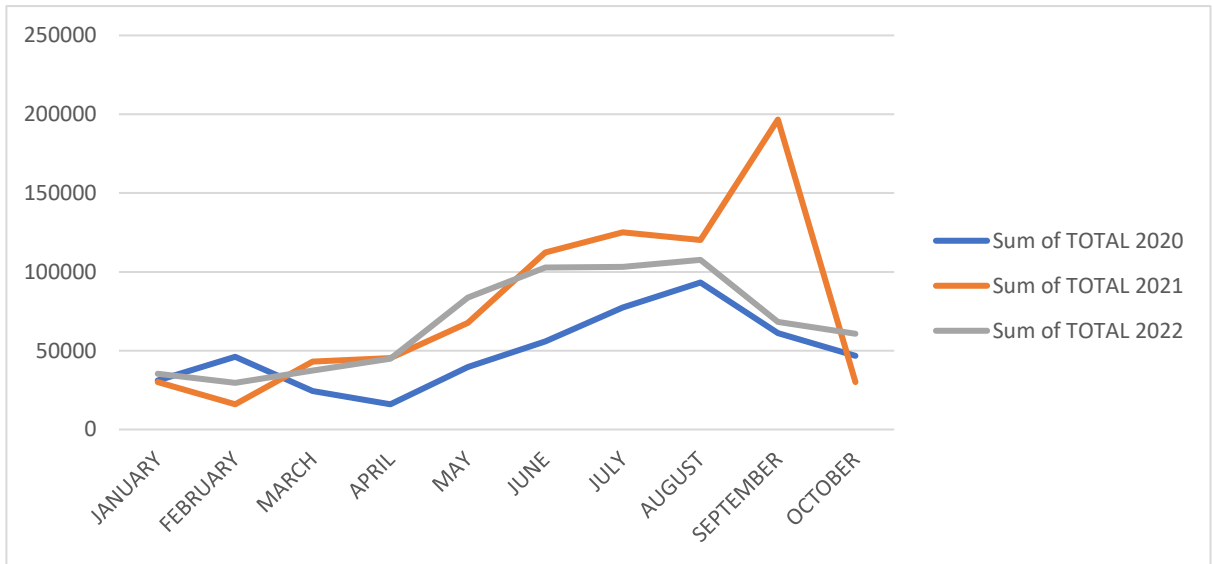
Amy Wieland
Recording Secretary

Al Bosman
Committee Secretary

DRAFT

Sheboygan County Memorial Airport Fuel Flowage Report October 2022

| | October | | | Year-to-Date | | |
|----------------------------|------------|------------|----------|--------------|--------------|----------|
| | 2022 | 2021 | % Change | 2022 | 2021 | % Change |
| Jet-A | 52,083 | 30,150 | 73% | 638,312 | 753,757 | -15% |
| 100LL | 8,605 | 0 | 0% | 35,226 | 32,805 | 7% |
| Total Fuel | 60,688 | 30,150 | 101% | 673,538 | 786,562 | -14% |
| Revenue (\$.14/gal) | \$8,496.32 | \$4,221.00 | 101% | \$94,295.32 | \$110,118.68 | -14% |



**VARIANCE REPORT FOR DEPARTMENT -- COUNTY AIRPORT
FOR THE QUARTER ENDING 09/30/2022**

| TIMING | G/L CATEGORY | VARIANCE FROM BUDGET | EXPLANATION OF VARIANCE |
|---------------|--------------------------------------|---------------------------------|--|
| | Public Charges for Services | | |
| | Public Works | 3,171.10 | Fuel Flowage and Custom's User Fees were higher than budget |
| | Interest and Other Revenue | | |
| | Other Misc. Revenue | 43,098.80 | Custom's facility reimbursements higher than budget |
| | Personnel Related Expenditure | | |
| | Wages | 19,601.57 | Budgeted for full year intern but the position was filled for a seasonal role only |
| | Overtime | (1,525.59) | There was more OT due to snowstorms |
| | Benefits | 2,912.67 | Budgeted for full year intern but the position was filled for a seasonal role only |
| | Operating Expenses | | |
| | Purchased Services | (31,049.12) | Custom's facility expenses higher than budget but reimbursed by Kohler |
| | Repairs and Maintenance | 28,278.57 | Grounds work is pushed to 2023 due to company not being able to do it, project will be rebid |
| X | General Operating | 3,129.25 | Advertising delayed due to FBO changes, while fuel and supplies costs are over budget |
| | Fixed Charges | (3,336.08) | Expenses for the Nascar event was higher than budgeted |
| | Interdepartmental Charges | | |
| | Employee Related Insurance | 18,679.42 | Budgeted for full year intern but the position was filled for a seasonal role only |
| | Repairs & Maintenance Charges | (18,333.67) | Electrical and equipment repairs were higher than budgeted |

| | | |
|--|-------------------|--|
| Capital Outlay | 58,577.00 | BOA bid for equipment and won't get equipment due to supply chain issues |
| Variances Less Than Justification Threshold | 124.89 | |
| TOTAL | 123,328.81 | Positive |

**VARIANCE REPORT FOR DEPARTMENT -- HIGHWAY DEPARTMENT
FOR THE QUARTER ENDING 09/30/2022**

| TIMING | G/L CATEGORY | VARIANCE FROM BUDGET | EXPLANATION OF VARIANCE |
|---------------|--------------------------------------|-----------------------------|--|
| | Intergovernmental Revenues | | |
| | State Grants | 68,974.79 | GTA higher than budgeted |
| | Charges to State of Wisconsin | 700,492.08 | Additional discretionary funds were approved by State for different projects |
| | Charges - Other Local Gov'ts | 1,533,956.65 | Snow activities were higher than budget, Municipality work higher than budget |
| | Public Charges for Services | | |
| | Public Works | 43,898.17 | Inflation and increases in the number of accidents |
| | Interest and Other Revenue | | |
| | Other Misc. Revenue | 146,484.25 | Asset disposals were unbudgeted |
| | Interdepartmental Revenue | | |
| | Repairs & Maintenance Services | 120,785.60 | Snow activities higher than budget and more ID work than budgeted |
| | Other Interdept'l Revenue | 1,647,948.07 | A few projects from 2021 rolled over, more projects completed than budgeted, projection to be higher than budget |
| | Personnel Related Expenditure | | |
| | Wages | 179,782.75 | Vacant Positions |
| | Overtime | (225,731.20) | Increases in OT were from Snow related activities and were invoiced out to customers |
| | Benefits | 2,195.27 | Vacant Positions |

| | | | |
|--|----------------------------------|----------------|--|
| X | Operating Expenses | | |
| | Purchased Services | (1,561,183.02) | Outside Services were completed earlier than budget |
| | Repairs and Maintenance | (25,331.19) | Inflation on auto parts, unbudgeted maintenance of heating equipment |
| | General Operating | (2,983,829.34) | Correlates to increases in Revenue |
| | Fixed Charges | 99,858.24 | Less rental charges than budget because equipment purchased |
| | Interdepartmental Charges | | |
| | Employee Related Insurance | 112,559.11 | Vacant Positions |
| | Other Interdepartmental | 12,181.41 | Less cleaning days than budget |
| | Capital Outlay | 1,245,134.06 | Delays in getting equipment due to supply chain issues |
| | Depreciation | (1,598,683.76) | Unbudgeted line item |
| Variances Less Than Justification Threshold | (19,362.04) | | |
| TOTAL | (499,870.10) Negative | | |



COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Commercial Account Right of Entry Agreement (“Agreement”) is by and between **Sheboygan County** (“Owner”), and owning real estate located at **N6302 Resources Dr., Sheboygan Falls WI 53085** (“Premises”), and Charter Communications Operating, LLC, on behalf of itself and its affiliates (collectively, “Charter”), with a mailing address of 12405 Powerscourt Drive, St. Louis, MO 63131, Attn: Commercial Contracts Management. This Agreement commences on the later of the execution dates set forth below (“Effective Date”). Charter and Owner may individually be referred to as a “Party” or collectively as the “Parties”.

1. RIGHT OF ENTRY AND EQUIPMENT.

- a. In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to Charter and its authorized agents a non-exclusive right of entry to the Premises and the Land of Owner located on the Premises (“Land”) for the installation, maintenance, and removal of any equipment, facilities and other communications accessories (collectively, “Equipment”) to provide any of Charter’s services (“Services”) to any customers who can receive Services by such Equipment. Owner also hereby authorizes Charter to utilize those conduits and ducts of Owner that Owner may designate as available for Charter’s use (collectively “Conduit”).
 - b. The rights herein granted to Charter include use of available power at the Premises, together with the right to access and use all risers in the Land, Land utility entrance facilities, utility closets in the Land, and other areas on the Premises and Land as is reasonably required for the purpose set forth herein.
 - c. Charter shall, at its sole cost, install the Equipment in accordance with generally accepted industry standards, applicable laws and regulations. Charter shall secure all permits necessary for the installation, maintenance, or removal of the Equipment. The Equipment is not a fixture of the Premises. If requested by Owner, Charter shall provide to Owner the proposed route for installation of Equipment on the Premises.
 - d. Charter shall at its sole expense, repair and restore all physical damage to portions of the Premises damaged by Charter to its condition existing immediately prior to such damage, normal wear and tear excepted.
2. **OWNER REPRESENTATIONS.** Owner affirms that it is the legal Owner of the Premises, the Land and Conduit (if applicable), and confirms that Charter will be granted all rights under this Agreement. Owner recognizes Charter’s right to have exclusive control over its Equipment, and Owner will not attach to or use, and will not knowingly allow a third party to attach to or use, Charter’s Equipment for any purpose without Charter’s prior written consent.
3. **PUBLIC UTILITIES.** Charter will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone and sewer lines) that are located in areas in which Charter intends to install the Equipment. Owner shall not interfere with the markings designating such locations until installation is complete. Charter shall be responsible for any damage to public utility lines on the Premises to the extent such damage arises from Charter’s installation activities.
4. **PRIVATE UNDERGROUND LINES.** If Owner has private underground lines at the Premises that could impact Charter’s installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes and wires (collectively, “Impacted Private Lines”) then both Parties shall, in advance of any underground construction performed by Charter, work together to research the existence of all Impacted Private Lines (“Joint Effort”). In order to facilitate the Joint Effort, Owner’s authorized representative information is provided below. (Please print clearly)

Name:

Address and/or email:

Phone:

The Parties will then determine whether to locate and mark Impacted Private Lines, including, but not limited to, the methods and arrangements, and if deemed by the Parties necessary to do so, a qualified Charter contractor shall locate (including verification of) and clearly mark all Impacted Private Lines to the extent required by Charter. If Charter damages any clearly marked Impacted Private Lines along the routes or in the location in which Charter installs any Equipment, and only to the extent such damage(s) arise from Charter’s Equipment installation activities on the Premises, then Charter shall promptly repair such damage(s) to Owner’s reasonable satisfaction, after receipt of written notice from Owner describing the scope and extent of such damage(s), such notice to be provided to Charter no later than thirty (30) days after Charter’s initial installation of Equipment.

5. **TERM.** The term of this Agreement commences on the Effective Date and shall remain in full force and effect until the later of: (i) the date that is 5 years after the Effective Date, or (ii) the date that is 6 months after the date that Charter is no longer providing Services to any customer on the Premises (the “Term”). Should any customer on the Premises request Services during such 6-month period, the Agreement shall continue until it expires or is terminated in accordance with the terms of this Agreement. Charter may, within 90 days after the expiration or termination of this Agreement, elect to remove Charter’s Equipment or abandon



in-place all or certain portions of Charter’s Equipment at the Premises which, upon abandonment, shall be deemed the property of the Owner, with lien free title thereto passing immediately to Owner at no cost to Owner.

- 6. **ASSIGNMENT.** This Agreement may be freely assigned by either Party, provided that the assignee agrees in writing to assume all of the obligations of assignor hereunder, and be bound by all of the terms and conditions of this Agreement. Notwithstanding anything to the contrary herein, either Party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets of the Party relating to the Services or applicable Land. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives and assigns.
- 7. **LIMITATION OF LIABILITY.** CHARTER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CHARTER OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
- 8. **INDEMNIFICATION.** Charter agrees to indemnify, defend and hold Owner harmless from and against any and all damages, liabilities, penalties, fines, costs and expenses (including reasonable attorneys’ fees) arising from third party claims for bodily injury, including death, to persons or damage to tangible property caused by or resulting from Charter’s acts or omissions in the performance of any work, maintenance or operation of its Equipment, except to the extent caused by the negligence or willful misconduct of Owner, for which Owner shall remain responsible.
- 9. **INSURANCE.** Charter shall maintain, at Charter’s sole cost and expense, (i) commercial general liability insurance including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence covering (a) to the extent caused by acts of Charter, damages to the Premises and (b) the operations of Charter at the Premises, (ii) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident, and (iii) worker’s compensation insurance to comply with the applicable laws of the State the Premises is located in.
- 10. **JURY TRIAL WAIVER.** UNLESS PROHIBITED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- 11. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the Parties with respect to, and supersedes all prior agreements, promises and understandings, whether oral or written, with respect to, the subject matter contained herein. This Agreement shall not be modified except by a written document signed by both Parties.
- 12. **SEVERABILITY.** If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had not been contained herein.
- 13. **NO WAIVER.** To be effective, all waivers under this Agreement must be in writing and signed by the Party making such waiver.
- 14. **AUTHORIZED SIGNATORY.** If the Owner is not executing this Agreement, the person executing on behalf of Owner represents that the undersigned is Owner’s authorized agent and has full authority to bind Owner to this Agreement.
- 15. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be signed in several counterparts, which may be transmitted electronically, each of which will be fully effective as an original and all of which together constitute one and the same instrument.

This Agreement shall be governed by the laws of the State where the Premises is located.

CHARTER

OWNER:

Charter Communications Operating, LLC

Sheboygan County

By: Charter Communications, Inc., its Manager

By: _____
(Signature)

By: _____
(Signature)

Printed Name: Shannon Stroeing

Printed Name: _____

Title: Director, Right of Entry

Title: _____

Date: _____

Date: _____



