

RESOLUTION NO.: 25—2017-18

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 Outagamie County/Appleton International Airport (Lessor) would like to enter into a
2 lease agreement with ARINC Incorporated (a Delaware Corporation), (Lessee) for
3 approximately six (6) square feet of space in the terminal building communications
4 demarcation room. The term of this lease shall be for an indefinite period commencing
5 July 1, 2017 and continuing until terminated by either party upon at least ninety (90) days
6 prior written notice. Lessee shall pay Lessor a rental of One Hundred Fifty dollars
7 (\$150.00) per month, payable monthly in advance. This resolution approves the Lease
8 Agreement between Outagamie County/Appleton International Airport (Lessor) and
9 ARINC Incorporated (a Delaware Corporation) as attached.

10
11 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and
12 Economic Development Committee recommend adoption of the following resolution.

13 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the Lease
14 Agreement between Outagamie County/Appleton International Airport and ARINC Incorporated (a
15 Delaware Corporation), as noted on the attached lease agreement which by reference is made a part
16 hereof, and

17 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy
18 of this resolution to the Outagamie County Executive and the Appleton International Airport Director.

19 Dated this ____ day of June 2017

20
21
22 Respectfully Submitted,

23
24 PROPERTY, AIRPORT, RECREATION &
25 ECONOMIC DEVELOPMENT COMMITTEE
26
27

28
29 _____
30 Dean Culbertson

31
32 _____
33 Dan Grady

Ron Klemp

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Jason Wegand

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Duly and officially adopted by the County Board on: _____

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Signed: _____
Board Chairperson County Clerk

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Approved: _____ Vetoed: _____

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Signed: _____
County Executive

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LEASE AGREEMENT

THIS LEASE Agreement (the "Lease") is made as of _____, 2017 between Outagamie County as ("Lessor"), and ARINC Incorporated, (a Delaware Corporation) as ("Lessee").

1. PREMISES. Lessor hereby leases to Lessee and Lessee leases from Lessor the following:
Approximately six (6) square feet of space in the terminal building communications demarcation room at Appleton International Airport, as depicted on the attached diagram (Exhibit "A").
2. TERM. The term of this lease shall be for an indefinite period commencing July 1, 2017 and continuing until terminated by either party upon at least ninety (90) days prior written notice.
3. RENT. Lessee shall pay Lessor a rental of One Hundred Fifty dollars (\$150.00) per month, payable monthly in advance.
4. USE AND ACCESS. Lessee may install, operate, maintain, store and remove on the Premises such communication equipment as may be necessary to its business, including transmitters, receivers, power supplies and antennas. Lessee shall not use the Premises for any other purposes without prior written consent of the Lessor, whose consent shall not be unreasonably withheld or conditioned. Lessee shall have the right to exchange radio equipment within its leased premises without the prior written consent of Lessor. Lessee shall have access to the Premises during normal business hours of 8am – 4:30pm Monday through Friday for the purpose of routine maintenance upon providing Lessor with twelve (12) hours prior notice. Lessee shall have immediate access to the Premises at all hours of the day or night, seven (7) days a week for emergency repairs only, upon reasonable notice to Lessor. Lessee, its officers, employees, contractors and subcontractors are required to have an airport representative escort them when accessing the Premises.

In the event Lessor requires the leased premises for its purposes during the term of this Lease Agreement, Lessor shall have the right, subject to a minimum of ninety (90) days written notice to Lessee, relocate Lessee's equipment to a substantially similar space on the airport, subject to technical requirements of Lessee, at Lessor's sole cost and expense. At a minimum, said technical requirements must meet those provided for in the first space in ARINC's sole determination. In the event Lessor is not able to relocate Lessee to a suitable space, either party may terminate this Agreement, without further liability or obligation to each other, upon ninety (90) days written notice.

5. UTILITIES. Lessee, at its expense, may arrange for such telephone and communication service as it may require. Electric power shall be paid for by Lessor and is included in the rent.
6. MAINTENANCE AND REPAIRS. Lessor shall be responsible for the repair, replacement and maintenance of the foundation, rooftop, structural, mechanical system, electrical elements, and building facade of the building. Lessee shall keep the Premises in a clean, neat and orderly condition, free of debris and rubbish. At the expiration or termination of this Agreement, Lessee shall surrender the Premises to Lessor in the same condition as received, normal wear and tear excepted, remove Lessee's equipment and repair any and all damage to the Premises caused by the removal of said equipment. However, at Lessee's option, Lessee may leave any of its improvements on the Premises at such time of expiration or termination, and such improvements shall become the sole property and responsibility of Lessor unless, at least 30 days before the end of the lease term, Lessor has given Lessee written notice to remove them.

7. DEFAULT AND REMEDIES UPON DEFAULT. Either Party shall have thirty (30) days after receipt (or refusal to accept delivery, which refusal shall be deemed receipt for the purposes hereof) of written notice from the other Party to cure any non-monetary default. If said default is one that cannot be cured within the 30 day period, so long as the Party charged with the default diligently pursues a remedy during the 30 day period, that Party shall be given additional time reasonably necessary to cure the default. If, subsequent to the foregoing requisite period of time, there continues to be an event of default, the non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and may institute any other available proceedings at law or in equity to recover damages from the defaulting Party.

8. ASSIGNMENT/TRANSFER/SUBLEASE: Lessee shall not assign or sublet all or any portion of the Premises or rights granted by this lease without the prior written consent of Lessor, whose consent shall not be unreasonably withheld; provided that, the Lessee shall be permitted to assign or sublet all or any portion of the Premises or rights granted by this lease without consent from the Lessor so long as the assignment or sublet is to corporate parents, subsidiaries and affiliates, or by way of merger, operation of law, or related to the sale of all or substantially all of the assets or stock of the Lessee to a third party so long as the assignee has revenue equal to or greater than that of Lessee.

9. INSURANCE. During the term of this Agreement, Lessee, at its own expense, shall maintain the following insurance coverages issued by a company or companies authorized to do business in the State of Wisconsin and having an AM Best agency (or other rating agency equivalent) rating of A- VII or better: (i) Commercial General Liability insurance for bodily injury and property damage in a limit of not less than \$2,000,000 (Two Million Dollars) per occurrence and \$4,000,000 in the annual aggregate; (ii) Commercial Automobile liability insurance providing coverage for owned, non-owned and hired vehicles in an amount not less than \$2,000,000 (Two Million Dollars) per accident and \$4,000,000 in the annual aggregate, and (iii) a Workers Compensation policy with statutory limits and Employers Liability coverage with at least the following limits: \$500,000 per accident, and \$500,000 per disease (each employee). Lessor shall be listed as additional insured on the Commercial General Liability and Automobile liability policies only to the extent of the Lessee's indemnification obligations hereunder. The County shall be given thirty (30) days advance notice of cancellation or nonrenewal of all required insurance coverages during the term of this Agreement, except for non-payment of premium, notice shall be seven (7) days.

Lessee's insurance is considered primary and non-contributory.

At the commencement of this Agreement, and annually thereafter upon renewal of each policy required herein, Lessee shall furnish to Lessor Certificate(s) of Insurance, as evidence of the required coverages, using the industry standard ACORD form at the following address: Outagamie County, Attention: Risk Administrator, 410 South Walnut Street, Appleton, WI 54911.

Lessor reserves the right to immediately terminate this Agreement with no liability or obligation to the Lessee, if the Lessee is not in compliance with these insurance requirements.

Lessee shall require all contractors and subcontractors, which may be employed to perform any work on behalf of the Lessee to carry the same insurance coverages required by the Lessee herein. Said contractors and/or subcontractors shall, prior to the commencement of any work, provide to the Lessee

and the Lessor Certificates of Insurance, using the industry standard ACORD form, as evidence of the required coverages herein.

10. INDEMNIFICATION. Lessee agrees at all times during the term of this agreement to indemnify and hold harmless the County, its Boards, Committees, Officers, Employees and Authorized Representatives against any and all liabilities, losses, damages, costs or expenses (including reasonable attorney's and consultant's fees) which the County, its Boards, Committees, Officers, Employees and Authorized Representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury or property damage caused by or resulting from the negligent acts or omissions of the Lessee, its Officers, Employees, Contractors, or Subcontractors of its obligations under this Agreement. However, the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from the negligent acts or omissions of the County, its Boards, Committees, Officers, Employees or Authorized Representatives.

11. ENVIRONMENTAL. Lessee agrees that the Premises will not be used for disposal of hazardous or toxic materials. Lessee shall not dispose of hazardous substances, hazardous waste, hazardous materials, and toxic substances as defined under any federal, state or local laws and regulations in effect during the term of this agreement. Lessee is not responsible or liable for pre-existing environmental conditions as well as environmental conditions arising during or after the lease term not caused by Lessee.

12. Compliance with Laws, Regulations, Permits, Etc. Clause. The Lessee shall comply with all Federal, State and local codes, laws, regulations, standards, and ordinances, including, without limitation, those of the Occupational Safety and Health Administration (OSHA), the Wisconsin Department of Safety and Professional Services and all County rules and orders applicable to Lessee's operations at the airport.

13. Applicable Law. Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Outagamie County, Wisconsin and the County and Lessee shall submit exclusively and specifically to the jurisdiction of the Outagamie County Circuit Court for such lawsuits. This Agreement will be governed and construed according to the laws of the State of Wisconsin.

14. NOTICES. Any notice required by this Agreement must be hand delivered, sent by certified mail, return receipt requested, or by a reputable overnight delivery service to the appropriate party at the addresses set out below or to any other address that the parties subsequently designate in writing.

To Lessor:
Outagamie County
c/o Appleton International Airport
W6390 Challenger Drive, Suite 201
Appleton, WI 54914
Attn: Airport Director

To Lessee: ARINC Incorporated
2551 Riva Road, MS 5-1B35
Annapolis, MD 21401-7435
Attention: Real Estate Department

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in duplicate with each party retaining one original.

_____	<u>ARINC Incorporated</u>
By: _____	By: _____
Name: _____	Name: <u>Dorothea Henderson</u>
Title: _____	Title: <u>Vice President</u>

By: _____
Thomas M. Nelson
County Executive

By: _____
Jeff Nooyen
County Board Chair

By: _____
Lori O'Bright
County Clerk

APPROVED AS TO FORM:


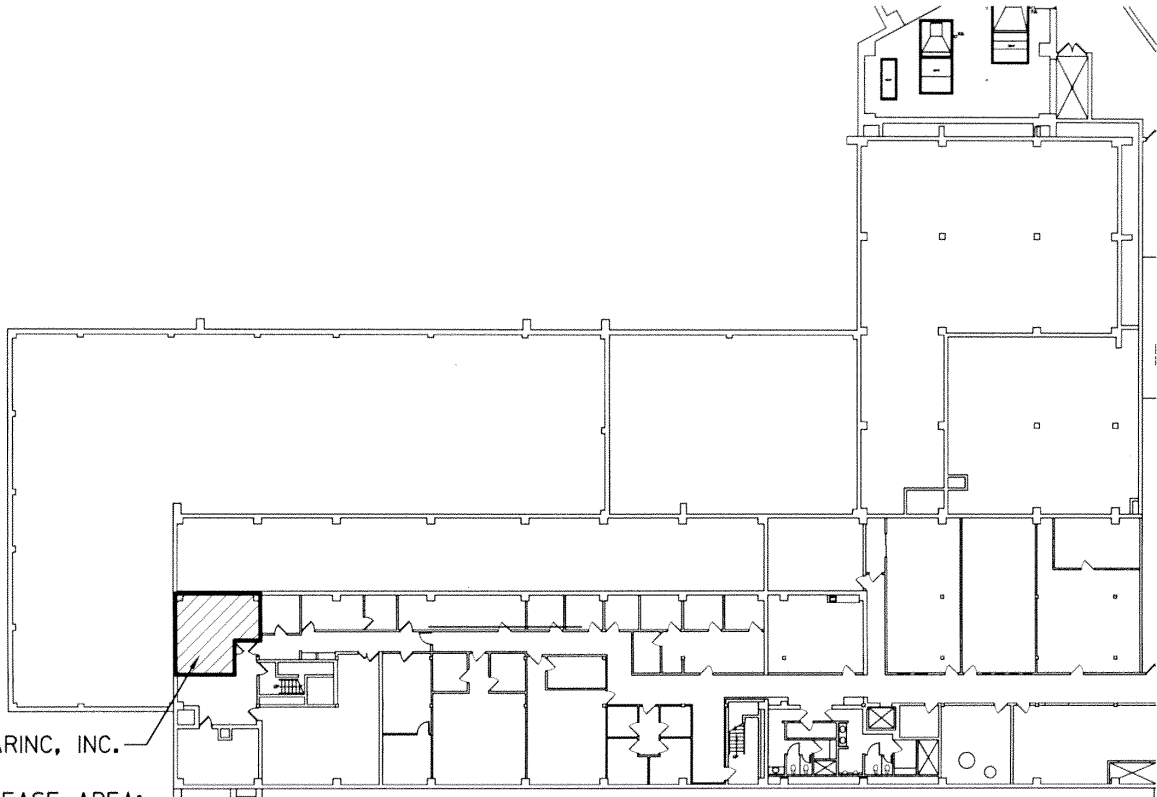
By:  _____
Joseph P. Guidote, Jr.
Corporation Counsel 5/25/17



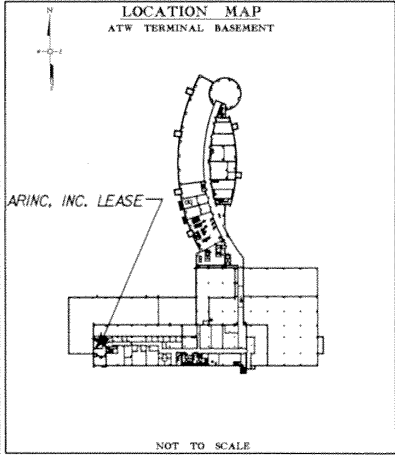
EXHIBIT A.1
ARINC, INC.
TERMINAL BASEMENT



ARINC, INC.

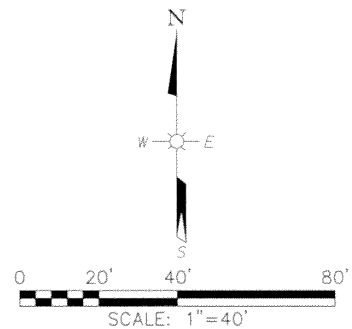
LEASE AREA:
 6 SF OF OVERALL
 386 TOTAL SF SHALL
 BE LEASED TO ARINC,
 INC.

PLOT BY : MARK EBERST
 PLOT DATE : 2016-03-07



FILE NAME : F:\AIRPORTS\APPLETON\TERMINAL_BASEMENT\2017 - ATW - AR INC..DWG

NOT TO SCALE



Omni ASSOCIATES	DRAWN : MEI	SCALE : AS SHOWN	
	REVIEWED : _____	PROJ : E2173A15	
	APPROVED : _____	FILE : 2017-ATW AR	
	DATE : 04/31/17	SHEET _____ of _____	
ONE SYSTEMS DRIVE, APPLETON, WI 54914-1654 PHONE: (920) 735-6900 FAX: (920) 830-6100			
REV	DATE	APPRD	DESCRIPTION

APPLETON INTERNATIONAL AIRPORT
 APPLETON, WISCONSIN

EXHIBIT A.1
ARINC, INC.
TERMINAL BASEMENT