

AMENDED

**WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, JULY 19, 2022 @ 6:00 PM
FOURTH FLOOR – WINNEBAGO COUNTY COURTHOUSE
415 JACKSON STREET, OSHKOSH, WISCONSIN
Via ZOOM**

To join this meeting via Zoom, use this link:

<https://us02web.zoom.us/j/81501969221?pwd=VjlxTUw2Y2dMNEtTcElvT2l1Wjl1dz09>

Passcode: W1NNE

To join this meeting by telephone, dial (312) 626-6799. Enter the Meeting ID: 815 0196 9221

Passcode: 538301

A Regular Business Meeting of the Winnebago County Board of Supervisors will be held on Tuesday, July 19, 2022 at 6:00 p.m. in the Winnebago County Board Room, Fourth Floor, Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin.

At this meeting, the following will be presented to the Board for its consideration:

- Roll call
- Pledge of Allegiance
- Invocation – Supervisor Karen Powers
- Adopt agenda

Pursuant to Rules 6.4, 8.1 and 10.1 of the 2022-2024 Rules of the Winnebago County Board Supervisors, the County Board Chairman shall limit all comments to two (2) minutes.

Time will be allowed for persons present to express their opinion on any resolution or ordinance that appears on the agenda, as well as, any matter over which this body has jurisdiction.

- Communications Petitions, Memorials, Accounts, Commendations, Etc.
 - Thank You Cards:
 - Emily Cole – Winneconne High School
 - Nolan Kubiak – Neenah High School
 - Logan Pinkerton – Oshkosh North High School
 - Petition for Zoning Amendments:
 - 001 – Ryan Koch, Towns of Omro and Winneconne, rezone from R-1 (Rural Residential) to A-2 (General Agriculture)
 - 002 – Joseph Norris, Town of Black Wolf, rezone from A-2 (General Agriculture) to R-1 (Rural Residential)
 - 003 – Danyelle Gabbert & Jeffrey Wiechert, Town of Neenah, rezone from B-3 & R-1 (General Business and Rural Residential) to A-2 (General Agriculture)
- Reports from Committees, Commissions & Boards
- Approval of June 21, 2022 Regular Session Board Proceedings
- County Executive's Report
- Approval of County Executive's Appointments to Commissions & Boards
 - Board of Adjustment – Greg Kargus, Oshkosh
 - Land Records Council – Supervisor Maribeth Gabert
 - Human Resources Director – Mark Habeck
 - Director of Administration – Michael Collard
 - **Park View Health Center Administrator – Linzi Gazga Parish**
- County Board Chairman's Report
- County Board Security Policy Review – Sheriff John Matz
- UWO Fox Cities 2022 Projects Presentation – Chancellor Andrew Leavitt, Dr. Martin Rudd and JoAnn Rife, Executive Director of Facilities Management

ZONING REPORTS & ORDINANCES

No Zoning Reports or Ordinances this month.

RESOLUTIONS & ORDINANCES

RESOLUTION NO. 83-072022: Approve Ground Lease between Wings as Eagles Mission Air Service, Inc. and Winnebago County

Submitted by:
AVIATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present

Respectfully submitted,
Susan T. Ertmer
Winnebago County Clerk
(920) 232-3432

Upon request, provisions will be made for people with disabilities.

(Times provided are estimates. Any item on the agenda may be taken up by the Board after 6:00 P.M.)



Winnebago County

Office of the County Executive

The Wave of the Future

OSHKOSH (920) 232-3450
FOX CITIES (920) 727-2880
FAX (920) 232-3429

AMENDED

TO: Winnebago County Board of Supervisors

FROM: Jon Doemel, Winnebago County Executive

DATE: July 19, 2022

RE: County Executive Appointments

LAND RECORDS COUNCIL – Appointment of Supervisor Maribeth Gabert. Supervisor Gabert's term will expire on May 31, 2023.

HUMAN RESOURCES DIRECTOR – Mark Habeck (resume attached)

DIRECTOR OF ADMINISTRATION – Michael Collard (resume attached)

PARK VIEW HEALTH CENTER ADMINISTRATOR – Linzi Gazga Parish (resume attached)

Thank you in advance for your approval of these appointments.

MARK HABECK

EDUCATION

Sep 2007 – Dec 2007

Northwestern University

- School of Police Staff and Command
- Recipient of Franklin M. Kreml Leadership Award presented to the student that demonstrates such integrity and dedication as gives promise of success in trusted positions of senior leadership in law enforcement.

Sep 1992 – May 1996

University of Wisconsin – Oshkosh

- BA in Communication
- Recipient of Joseph B. Laine Outstanding Senior in Speech Communication award (1996) for academic excellence and achievement.
- Named Student Security Officer of the Year (1995)

PROFESSIONAL EXPERIENCE

Winnebago County

October 1996 - Present

Winnebago County Human Resources

April 2017 - Present

Acting Director of Human Resources (February 2022 - Present)

Human Resources Generalist (April 2017 - Present)

Acting Director of Human Resources

- Drafted Request for Proposal (RFP) for a compensation study and worked with Purchasing Agent to send for proposals. Primary contact with selected vendor.
 - Led Human Resource team in collaborative effort to update Continuity of Operations (COOP) plan for department.
 - Participated in the last stage of changing to a new employee health clinic provider.
 - Conducted the annual reclassification request process for compensation schedule, including creating written recommendations to the Personnel and Finance Committee.
 - Currently developing the 2023 departmental budget.
-

- Continued performing functions of Human Resource Generalist, including recruitment and hiring responsibilities while completing Acting Director duties.

Human Resource Generalist

- Provided excellent internal customer service to County departments. Led supervisors through the hiring process and assisted with addressing employee issues and concerns.
- Improved recruitment efforts via online recruitment sites and enhanced professional presence at job fairs.
- Participated and developed comparative spreadsheets for a work group, which evaluated potential revisions to County paid leave benefits.
- Assisted with effort to update all position descriptions, including creation of an FAQ document.
- Annually processed the majority of evaluations for merit raises.

Winnebago County Sheriff's Office

Oct 1996 - April 2017

Captain – Patrol (June 2016 – April 2017)

Captain – Administration (July 2013 – June 2016)

Captain – Corrections (Feb 2008 – July 2013)

Lieutenant – Corrections (July 2003 – Feb 2008)

Sergeant – Corrections (Aug 2002 – Jun 2003)

Deputy Sheriff – Patrol (Sep 1998 – Aug 2002)

Deputy Sheriff – Corrections (Jan 1997 – Sep 1998)

Control Module Booking Clerk – Corrections (Oct 1996 – Jan 1997)

Captain - Patrol

- Directed operations for all aspects of the Patrol Division and delivery of law enforcement services, including staff supervision, fleet management, budget development, and project management.
- Involved in the hiring process for new deputies, including interviewing and physical agility testing.
- Maintained confidential employee files and approved Family Medical Leave Requests.

Captain - Administration

- Directed operations of the Communication Division, including the 911 Emergency Communication Center, 800 MHz digitally trunked radio system, and coordinated multiple vendors to support such.
- Drafted, evaluated, selected, budgeted, negotiated contracts, and managed projects to include: a new 911 emergency telephone system, which resulted in a savings of \$100,000+ over 5 years.
- Agency representative on the team to develop a pay for performance evaluation system as facilitated by Human Resources.
- Member of the management team during collective bargaining negotiations.

- Handled employee performance and disciplinary matters, including conducting internal investigations and drafting and administering discipline and termination notifications.

Captain - Corrections

- Directed operations of the largest division of the Sheriff's Office, which included 80 sworn and 19 non-sworn employees. Staff members included non-represented salaried, non-represented hourly, Courthouse Association, and Deputies' Association employees.
- Administered multiple vendor contracts and RFP processes for: food, laundry, and commissary services; medical and mental health care and pharmacy needs; inmate phone service; day reporting services; and electronic monitoring equipment.
- Recognition as a Patriotic Employer by the National Committee for Employer Support of the Guard and Reserve (2004) due to nomination by active duty corrections officer serving in Iraq.
- Member of the management team during collective bargaining negotiations.
- Investigated confidential internal employee matters and issued appropriate discipline.
- Involved in hiring processes for deputies, civilian staff, and contract nursing staff.

Appointed to Wisconsin DNA Taskforce

Oct 2009 – May 2010

Served on a multi-jurisdictional committee under the appointment of the Badger State Sheriffs' Association, which provided a comprehensive report to the State Attorney General's Office and Wisconsin Department of Corrections with recommendations on ensuring compliance with court ordered DNA submissions.
<http://cdm16119.contentdm.oclc.org/cdm/ref/collection/p267601coll4/id/2775>

Winnebago County Dive Team

Oct 1999 – Oct 2008

Team Leader (Sep 2004 – Oct 2008)
 Team Member (Oct 1999 – Sep 2004)

- Coordinated training and worked in a team environment to provide underwater recovery services.

Winnebago County Safe Streets Initiative

Nov 2004 – July 2013

Founding member of Safe Streets committee which has implemented several programs such as the Drug Court and Safe Street Treatment Options Program (SSTOP).

RELATED HUMAN RESOURCES TRAINING

Professional seminars

- Policy Handbook Updates and Conducting an Effective Employment Audit
- The Fair Labor Standards Act
- Proper HR Preparation and Preservation in a Litigious Era
- HR Workshop Series
- Whose Employee is it Anyway?
- Updates in Employment Law

Wisconsin Counties' Association

- Workplace Issues
- Public Employment
- Labor Relations After Act 10

Other Training

- Management Rights
- Hiring Psychologically Fit Staff
- Leaves of Absences
- Discipline and Discharge
- Effective Personnel Investigations
- Motivating Staff

COMMUNITY INVOLVEMENT

Oshkosh Mid-Morning Kiwanis

- Kiwanis Vice President
- Kiwanis Board of Directors

June 2011 – April 2017

October 2016 - April 2017

October 2013 - Sept. 2016

MICHAEL J. COLLARD

Summary: Senior manager with over 24 years' experience with four Wisconsin county governments. Strong commitment to organizational needs leading to a track record of specific accomplishments on a consistent basis.

Acting Director of Finance

Winnebago County, Wisconsin

January 2022 to present

Responsible for overall development, coordination and management of all financial and fiscal functions of the County, including accounting, budgeting, purchasing, investment, capital improvement planning, bonding, and internal auditing. Handled both Finance and Human Resources for about a month, and then another manager took over most Human Resource functions.

Director of Human Resources

Winnebago County, Wisconsin

April 2013 to present

Responsible for all aspects of the human resource and payroll functions for a \$186 million budget local government with about 950 FTE, 1100+ total employees. Duties include organizational development, workforce planning, development and implementation of policies, recruiting, employee discipline and termination, labor relations, compensation, performance evaluation, workers' compensation, safety, payroll, and employee benefits. Reports directly to elected County Executive; works very closely with county board, committees, and appointed and elected department heads.

Human Resources Director

Sheboygan County, Wisconsin

December 2002 to April 2013

Responsible for all aspects of the human resource function for a \$140 million budget local government with about 850 employees (1300 at peak). Duties include collective bargaining with 8 units, handling of grievances and arbitrations, developing and administering personnel policies, employee discipline, workforce planning, recruiting, job descriptions, compensation plans, performance evaluation systems, health and dental employee benefits, retirement benefits, section 125 and 129 plans, and 457(b) deferred compensation plans. Report to County Administrator and work very closely with county board committee.

Administrative Coordinator and Finance Director

Marquette County, Wisconsin

October 2000 to December 2002

Responsible for all aspects of general management of the operations of county government including budget, fiscal control, management policies, personnel, discipline, recruiting, labor negotiations, insurance, and benefits. Indirectly supervise all county departments not headed by elected officials. Managed transition to new financial and accounting software. Developed and implemented an entirely new county-wide budgeting system.

Corporation Counsel and Personnel Director

Adams County, Wisconsin

June 1998 to October 2000

Responsible for all aspects of human resources function as well as drafting resolutions and ordinances and providing legal advice and representation to the County Board and all subunits of county government.

Municipal Judge

Town of Rome

Elected part-time, evening position

October 1999 to December 2002

Law Practice

Thirteen years of private law practice in Milwaukee, Wisconsin, with emphasis in civil litigation, employment discrimination, construction litigation, municipal law, contracts, professional malpractice, and equipment leasing.

LAW OFFICE OF MICHAEL J. COLLARD
WHYTE HIRSCHBOECK DUDEK S.C.
FRISCH DUDEK, LTD.

October 1994 to June 1998

July 1993 to October 1994

October 1991 to July 1993

(Merged to form Whyte Hirschboeck Dudek)

MINAHAN & PETERSON, S.C.

July 1985 to October 1991

(Firm disbanded in 1991)

HON. CORNELIA G. KENNEDY

May 1983 to June 1985

Law Clerk, U. S. Court of Appeals for the Sixth Circuit

Education

UNIVERSITY OF NOTRE DAME LAW SCHOOL

Juris Doctor 1983

CASE WESTERN RESERVE UNIVERSITY

Bachelor of Science in Physics 1980

Linzi Gazga Parish

Objective: To seek a position that will utilize the leadership skills, education, and experience that I have gained to effectively meet your business goals.

Education: **Fox Valley Technical College, Appleton, WI** 1/07- 5/10
Degrees Achieved: Associates in Restaurant & Hotel Management
Associates in Meeting & Event Management

University of Wisconsin Oshkosh, Oshkosh, WI 9/11-12/13
Degree Achieved: Bachelor's Degree in Business Administration

University of Wisconsin Madison, Madison, WI 12/14-12/15
Certification Achieved: Mastering Nursing Home Administration

Fox Valley Technical College, Appleton, WI 4/14- 4/14
Certification Achieved: Certified Nursing Assistant

Certifications:
Nursing Home Administrator 2015
Certified Nursing Assistant 2014

Experience:
Christian Home and Rehabilitation Center 06/21- Present
Executive Director- Health Dimensions Group (HDG)
Executive Director- SSM Health Communities

- Develops, monitors and implementation of Key Point Indicators (KPIs) in cooperation with key Department leaders.
- Supports and manages staff relations including performance reviews, coaching opportunities and corrective action, if necessary.
- Ensure compliance within state and federal CMS and DHS regulations for both Skilled Nursing and Assisted living communities
- Conduct monthly Quality Assurance Performance Improvement meetings to find opportunities in Quality, Financial, Sales/Marketing and Customer/ Employee Relations.
- Oversee the day to day operations of Accounts Payable, invoice and coding accuracy.
- Oversee the day to day scheduling, opening job requisitions to ensure adequate staffing levels.

Responsible for all aspects of a 50 bed Skilled Nursing Center, 36 bed Memory Care Community Based Residential Facility and 30 bed Residential Community Apartment Complex.

AA Management

12/17- 05/2021

Administrator- Crossroads Care Center of Fond du Lac, LLC.

- Manage and maintain a budget within all departments, including staffing PPD.
- Review and approve referrals, keeping a positive relationship with referral sources
- Ensure facility is in compliance with state and federal regulations
- Maintain, create COVID-19 policy and procedures
- Improve CMI and Quality Measure ratings
- Ensure positive experience for all residents and staff members through development and customer service programs.

Responsible for all aspects of a 50-bed skilled nursing facility.

Elite Senior Living

5/16- 12/2017

Administrator- Fountain View Care Center, LLC.

- Responsible and ensures compliance with state and federal regulations including the three-phase integration of the new CMS policies.
- Ensures all financial aspects of the operation of the facility including cost control, payables, petty cash, and receivables are maintained in accordance with the policies and procedures.
- Obtains initial and periodic authorizations from payer sources as required to ensure payment for services rendered by the facility.
- Coordinates the employment hiring process including, but not limited to recruitment, interviews, background checks, reference checks and general orientation.
- Administers the timekeeping and payroll functions.
- Maintain employment records and administers benefits according to regulations.

Responsible for overall facility management, profitability, operations and direction in all aspects for a 85 bed skilled nursing home and 20 bed CBRF. Accountable, but not limited to, census development, management of account receivable and collects, resident/patient care, positive employee relations and positive return on investment.

Crystal River- Waupaca

2/15- 5/16

Administrator- Crossroads Care Center of Crystal River, LLC. (AA Management)

Administrator- Crystal River Nursing & Rehabilitation Center (Extendicare)

- Responsible for employee recruitment and retention efforts.
- Integrates and maintains new policy and procedures including, state and federal compliance.
- Assists in pre-screening and coordinating new admissions internally.
- Plans, creates and conducts marketing and branding events.
- Maintain professional work relationships with other health care work professionals.
- Plans, develops and integrates customer service standards.

Responsible for overall facility management, profitability, operations and direction in all aspects for a 74-bed skilled nursing home.

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Wings As Eagles Mission Air Service, Inc. has been a long-time tenant in a private hangar they built in 2003; and

WHEREAS, Wings As Eagles Mission Air Service, Inc. agrees to pay Winnebago County \$3,392 per year, with an increase equal to the change in Consumer Price Index for All Urban Consumers at the end of each three-year interval; and

AVIATION COMMITTEE

PERSONNEL AND FINANCE COMMITTEE

Jonathan D. Doemel
Winnebago County Executive

GROUND LEASE
BETWEEN
WINNEBAGO COUNTY
AND
WINGS AS EAGLES MISSION AIR SERVICE, INC.

1. Parties. This Lease Agreement executed this 1ST day of August, 2022, by and between WINNEBAGO COUNTY, a State of Wisconsin Municipal Corporation, Oshkosh, Wisconsin 54901, hereinafter referred to as "LESSOR" and WINGS AS EAGLES AIR MISSION SERVICE, INC., hereinafter referred to as "LESSEE".
2. Lease Agreement. The LESSOR agrees to lease to the LESSEE and the LESSEE agrees to lease from the LESSOR the premises hereafter described for the term and at the rental and upon the conditions set forth in this agreement.
3. Description of the Leased Premises.

The leased premises consisting of 21,200 square feet of land and as approximately outlined in Exhibit "A", Exhibit "A" being a site plan prepared by the LESSEE. The existing privately built hangar size is 80'x80' and the leased area also includes land for an aircraft apron, vehicle parking lot, future hangar expansion and future office space.
4. Length of Lease.
 - a. Term. This lease shall be for a term of twenty (20) years commencing on August 1, 2022 and ending on July 31, 2042.
 - b. Right Upon Termination. At the end of the initial term, paragraph 21 herein entitled "LESSEE's Rights Upon Termination" shall apply.
5. Rent. LESSEE agrees to pay rental during the term of this agreement as follows:
 - a. Land Area. For each square foot of land as described in paragraph 3 the rental shall be sixteen cents (\$0.16) per square foot per year. The rental rate shall commence at Three

Thousand Three Hundred Ninety-Two and 0/100 Dollars (\$3,392.00) annually.

- b. Rental Adjustments. LESSEE agrees that the rental of the premises herein described and any future additions thereto, shall be adjusted on the anniversary of this agreement at three (3) year intervals. LESSOR agrees that the new rental rate shall constitute an increase to the previous rental rate by the corresponding increase of the Consumer Price Index for All Urban Consumers (CPI-U) for the previous three (3) years.
- c. Payment of Rent. All rent as herein provided shall be paid annually in advance on the first day of January of each lease year, or monthly in advance.

6. Authorized Uses.

- a. Hangar. LESSEE understands the primary use of the premises shall be aircraft storage. LESSEE shall comply with Federal Aviation Administration (FAA) policy on Non-Aeronautical Use of Airport Hangars as outlined in FAA Order 5190.6B and in any other guidance published by the FAA concerning the use of hangars, so as not to ultimately impede the use of the hangar for aeronautical purposes. The premises shall not be used for any commercial purposes.
- b. Use of Common Facilities. LESSEE is authorized to use in common with others, existing and future aeronautical facilities at Wittman Regional airport, subject to the Airport's rules and regulations and federal aviation regulations applicable to all such users in common.
- c. Cost of Improvements. The cost of construction of all improvements to the leased site areas shall be borne by the LESSEE.
- d. Subsequent Alterations. LESSEE shall have the right during the term of this lease to make alterations to existing improvements, attach fixtures, and erect additional structures in or upon the leased premises, provided however that no such alterations, etc. shall be commenced prior to obtaining LESSOR's written approval and further provided that the

initial improvements contemplated herein, and all such alterations, fixtures or additional structures shall be subject to the provisions of paragraph 21 herein entitled LESSEE'S RIGHTS UPON TERMINATION. LESSOR's approval for subsequent alterations shall not be unreasonably withheld

7. Obligations of LESSOR.

- a. Operation and Maintenance of Facilities. LESSOR agrees that it shall, during the term of this lease and any extension of renewal hereof, within its financial ability, operate, maintain and keep in good repair all public and common facilities and services on Wittman Regional Airport, including the landing area, taxiways, terminal building and parking aprons, obstruction lights, runway and taxiway lighting, security lighting, and airport security fencing.
- b. Snow Removal, etc. LESSOR agrees that it shall keep the public areas of the Airport free from obstructions, including the clearing and removal of snow, grass, stones or other foreign objects, as reasonably necessary and with reasonable promptness in accordance with the established priorities for runways, taxiways, ramps, access roads and areas immediately adjacent thereto for the safe, convenient and proper use of the Airport by LESSEE and others.

8. Obligations of LESSEE.

- a. Acceptance of Premises. LESSEE, by execution of this lease represents that it has inspected the Airport and the leased premises, and that it accepts the condition of same as they now exist, and fully assumes all risks incident to the use thereof, including, but not limited to, any hidden, latent, or other dangerous conditions on the Airport or the leased premises. LESSEE accepts the leased premises in their present condition and agrees to repair and maintain any improvements, fixtures, or any other object on the leased premises without expense to LESSOR. LESSEE further agrees to remove or cause to be

removed at LESSEE's expense, any trash, garbage or debris generated by LESSEE's use of the leased premises except temporarily in connection with collection or removal of same.

- b. Outside Storage. LESSEE may keep reasonable equipment and materials within the leasehold area in locations susceptible to view by the public, at the discretion of the LESSOR. Any equipment or materials stored within the leasehold of the LESSEE found objectionable to the LESSOR shall be subject to paragraph 17, "Default", of the Lease Agreement.
- c. Lighting and Signs. LESSEE shall secure in advance written approval from LESSOR before placing any exterior lighting or exterior signs on the leased premises.
- d. Compliance with Federal Aviation Regulations and Transportation Security Administration Directives. LESSEE agrees to comply with Transportation Security Administration (TSA) 49 CFR 1542, Airport Security, as applicable to Wittman Regional Airport or any successor regulations and the LESSOR's policies, present or future, as outlined in the LESSOR's Rules & Regulations. LESSEE further agrees that any fines, costs of defense, including reasonable attorney's fees, disbursements, or any other expenses incurred by LESSOR through enforcement of 49 CFR 1542, or other TSA directives, because of acts by LESSEE, its employees, agents, suppliers, contractors, sub-contractors, guests, or patrons shall be paid by LESSEE on demand of LESSOR.

LESSOR shall retain the right to materially alter the terms of this Lease agreement or, in the alternative, to terminate this Lease agreement pursuant to the terms of paragraph 20, herein, should any changes in federal or state law or regulation require such alteration or termination.
- e. LESSEE'S Taxes. LESSEE shall promptly pay any and all taxes and assessments levied on or against LESSEE's property on said premises, and all licenses, permits, fees,

occupational and inspection fees assessed or charged against said premises of either party to this lease by reason of the LESSEE's use or occupancy of said premises, and the LESSEE shall hold the LESSOR free and harmless from any loss, damage, or expense, including reasonable attorney's fees, arising out of or by reason of any charges specified in this subparagraph.

- f. Compliance With Laws, etc. LESSEE agrees to comply with all laws, ordinances, rules and regulations promulgated by LESSOR and any governmental unit having jurisdiction, applicable to the use of said premises and to use said premises in compliance therewith.
- g. Liens. LESSEE agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished, caused by the LESSEE or his agents or assigns, for the leased premises. LESSEE shall not permit any liens to be placed against the premises on account of labor performed or material furnished and in the event such a lien is placed against the premises, LESSEE agrees to save LESSOR harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.
- h. Repair of Premises. LESSEE shall at its sole expense keep, maintain and repair the leased premises, any improvements thereto and all equipment in a good and well-maintained condition consistent with good business practice and in a manner which will preserve, enhance and protect the general appearance and value of the leased premises, and of the Airport. Failure to maintain and repair shall be deemed a default under this Lease. In the event LESSEE fails to comply with this subparagraph, LESSOR shall issue a written notice to LESSEE regarding its failure to maintain and repair. The notice must state with reasonable specificity (1) the nature of LESSEE's failure to keep, maintain or repair, and (2) the remedy required by LESSOR to cure the default. In the event that LESSEE fails within thirty (30) days after receipt of LESSOR's default notification under

this paragraph, to commence appropriate action to cure such default, LESSOR shall have the right thereafter to terminate this lease immediately, or in the alternative, to cure said default in an efficient, effective, and good workmanlike manner, and to assess the costs thereof against LESSEE. LESSEE hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorney's fees incurred by LESSOR in curing said default within thirty (30) days after LESSOR's demand. Provided, however, that if LESSEE commences appropriate action to cure a default as soon as reasonably possible thereafter, LESSOR shall have the option of declaring LESSEE in default and proceeding to cure the provision herein or permitting LESSEE to proceed with curing the failure to maintain or repair if LESSEE is proceeding in a reasonable manner to do so.

- i. Non-Assignment. LESSEE shall not at any time assign any part of this agreement; nor sublease the premises without consent of the LESSOR, which shall not be unreasonably withheld; nor assign any of the leased premises. Any sublease agreement that is mutually agreed to by the LESSOR and LESSEE must maintain compliance with FAA Order 5190.6B and any other guidance published by the FAA as it relates to Non-Aeronautical Use of Airport Hangars.
 - j. Utilities. LESSEE agrees to install or cause to be installed on the leased premises, meters for all utilities to be used on the premises, and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.
 - k. Security. The parties hereby agree that LESSEE assumes all responsibility and obligation for providing security on the leased premises.
9. Quiet Enjoyment. LESSOR covenants, warrants, and represents that it has full right and power to execute and perform this Lease and to grant the estate leased herein and that LESSEE, upon payment of rent herein specified and performance of the covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the leased premises during the full

term of this lease, subject to LESSOR's right to inspect the premises as stated in Paragraph 11 hereunder.

10. Arbitration:

- a. This Agreement shall be covered by the laws of the State of Wisconsin.
- b. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - i. The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
 - ii. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
 - iii. Any arbitration shall take place in the city of Oshkosh, Winnebago County, Wisconsin.
 - iv. Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
 - v. Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay

for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.

vi. In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.

vii. The proceeding and arbitration shall be governed by the law of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

11. LESSOR's Right of Entry. LESSOR, its agents, and employees shall have the right to inspect the leased premises at any reasonable time for the purpose of examining same and to ascertain if they are in good repair. Prior to any inspection by the LESSOR, it shall arrange with the LESSEE for a suitable time to make such inspection, except in emergency situations such as fire or other conditions hazardous to property or life.

12. Civil Rights Assurances. LESSEE, in the use of the leased premises for themselves, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that: (1) no person on the grounds of sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part

21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (4) that the LESSEE shall use the premises so as not to be in contravention of Section 942.04, Wisconsin Statutes; (5) that the LESSOR shall not discriminate in its employment practices in contravention of Section 111.322, Wisconsin Statutes. LESSEE, in the conduct of its authorized business activities on said demised premises and on said Airport, shall furnish good, prompt and efficient services adequate to meet the demands for its service at the Airport, and shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that LESSOR shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

LESSEE shall have the right and privilege of engaging in, and conducting all operations authorized under the terms of this lease, provided, however, that this Agreement shall not be construed in any manner to grant the LESSEE or those claiming under him the exclusive right to use the premises or facilities of the aforementioned Airport other than those leased exclusively to the LESSEE hereunder.

13. Holding Over. In the event that LESSEE holds over in its occupation of the demised premises, or any portion thereof, after the expiration or other termination of this lease or any renewal or extension thereof, such holding over shall operate and be construed as a tenancy from month to month at the same monthly rental that applied to the last preceding month and subject to all the other terms and conditions herein provided, and in no event shall the tenancy be deemed to be one of longer than one month. However, nothing contained herein shall be construed as consent by the LESSOR to the holding over of the demised premises by the LESSEE.

14. Reasonable Exercise of LESSOR's Rights. All rights privileges, options and powers as are

reserved by LESSOR with respect to the leased premises, shall be exercised in a reasonable manner, without unnecessary and unreasonable interference with the LESSEE's use and occupancy of the premises; and wherever LESSEE's rights or privileges to act under this lease are stated to be subject to prior consent or approval of LESSOR, it is understood and agreed that consent or approval shall not be arbitrarily or unreasonably withheld.

15. Condemnation.

- a. If at any time during term hereof the whole of the demised premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, then, in such event, when possession of the demised premises shall have been taken thereunder by the condemning authority, the term hereby granted, and all right of the LESSEE hereunder, shall immediately cease and terminate, and the rent shall be apportioned and paid to the time of such termination. Lessee shall be paid fair market value for any improvements he caused upon premises. Value to be established as that prior to condemnation.

16. Damage to Premises. In the event of partial or complete loss to the demised premises by fire, the elements, accident, or other occurrence, the LESSOR shall have no obligation to compensate LESSEE for any loss incurred except that caused by Lessor's negligence. LESSEE shall, within thirty (30) days of said loss give notice to LESSOR of its intent to repair or rebuild, or of its intent to terminate this Lease. In the event that LESSEE chooses to repair or rebuild, the rent shall continue unabated.

In the event that a loss or occurrence on the leased premises caused by an act of neglect of LESSEE causes a loss to the LESSOR's or other property on the Airport, LESSEE shall, at its expense, repair, replace, or rebuild or cause to be repaired, replaced or rebuilt, any such property damaged or lost to its previous condition as soon as reasonably possible, and to reimburse LESSOR, its agents, employees, other lessees, contractors and suppliers for any and all costs and

expenses, including reasonable attorney's fees incurred as a result of such loss or damage. Any question regarding the reasonableness of LESSEE's performance under this paragraph shall be submitted to arbitration, and the parties agree to be bound thereby.

17. Default. LESSOR shall give written notice to LESSEE of any default under this lease in the payment of rent or otherwise, and LESSEE shall have the right for ten (10) days after notice to cure any default with respect to the payment of rent, and shall have the right to cure other defaults in accordance with other provisions of this lease specifically applicable to said default.

18. Future Development.

- a. LESSOR reserves the right to further develop or improve the Airport in LESSOR's sole discretion, regardless of the desires or opinions of LESSEE, except Lessor cannot cause material devaluation of Lessee's property by said development. LESSOR further reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstructions, together with the right to prevent LESSEE from erecting or causing to be erected any building or other structure on the leased premises which, in the opinion of the LESSOR and in its sole discretion, would limit the usefulness of the Airport or constitute a hazard to aircraft, subject to LESSEE's right to Quiet Enjoyment of the leased premises under paragraph 9 herein.

19. LESSOR's Right to Terminate.

- a. The LESSOR shall have the right to terminate this agreement in its entirety immediately upon the happening of the following events:
 - i. Filing of a petition, voluntary or involuntary, for the adjudication of LESSEE as bankrupt.
 - ii. Failure to cure failure to pay rent pursuant to the terms of this lease
 - iii. Failure to cure LESSEE's obligation to commence construction of hangar improvements within 120 days of execution of this lease.

- iv. The making by LESSEE of any general assignment for the benefit of creditors.
 - v. The abandonment by LESSEE of its demised premises, or its conduct of aeronautical use of the premises, except in connection with its surrender to mortgagee, or other parties succeeding to LESSEE's interest hereunder, provided however, that such surrender shall be subject to prior written approval by LESSOR, and further provided that nonuse of the leased premises by LESSEE, so long as the premises available for bona fide lease or sublease for any use or purpose authorized hereunder, shall not be deemed abandonment as long as LESSEE is not in default of any of the terms of this lease.
 - vi. The lawful assumption by the United States Government or any authorized agency thereof of the operation and control or use of the Airport and facilities, or any substantial part or parts thereof. In such event, the LESSEE may elect to terminate upon failure of the LESSOR to do so.
- b. Failure of LESSOR to declare this lease terminated upon a default by LESSEE for any of the reasons set out above shall not operate to bar or destroy the right of LESSOR to cancel this lease by reason of any subsequent violation of the terms of this lease. Further, the acceptance of rental by LESSOR for any period after default of any of the terms, covenant, or conditions by LESSEE shall not be deemed a waiver of any right on the part of LESSOR to cancel this lease.

20. Mortgages and Subordination. LESSEE shall have the right at any time during the term of this agreement at its own expense to renegotiate and obtain a loan or loans which may be secured by a mortgage on the improvements to the subject premises, and LESSEE hereby agrees to so inform any bank or loaning agency prior to negotiating or obtaining a loan. In the event that LESSEE encumbers the subject premises or any other land owned by LESSOR, said encumbrance shall be cause for immediate termination of this lease by LESSOR. Further, LESSEE agrees that in the

event of such an encumbrance, it shall remove or cause to be removed, at no expense to LESSOR, said encumbrance and shall do so immediately. LESSEE further agrees that in the event such an encumbrance damages LESSOR in any way, LESSEE shall on demand reimburse LESSOR in full for said damages.

21. LESSEE's Right Upon Termination. At the termination of this lease, LESSEE shall be entitled to elect one of the following options:

- a. LESSEE shall return the leased premises to LESSOR clear of all or any specifically designated improvements above ground level which have been purchased or constructed by LESSEE, its agents, employees, assigns or successors; provided, however, that LESSEE shall have thirty (30) days after termination in which to remove all such improvements or those specifically designed by LESSOR. In the event that demolition by LESSEE exceeds the thirty (30) day period, LESSEE shall pay rent at the then current rate for any excess days, or
- b. The LESSEE may negotiate the sale of the improvements existing on Airport property to the Airport or a third party. LESSOR maintains the right to approve such a sale and a new land lease, said approval not to be unreasonably withheld, or
- c. The LESSEE may, with mutual consent of the LESSOR, transfer title of said improvement in lieu of removal of the said improvements of LESSEE'S and LESSEE hereby agrees to execute all appropriate documents to vest title of said improvements to LESSOR free and clear of any and all liens and encumbrances.

22. Non-exclusive Lease. It is understood and agreed by and between the parties that LESSOR retain the privilege of entering into other agreements which may or may not be similar to this lease and which may or may not contain similar terms with other entities for the use of other Airport facilities but this paragraph shall not be construed to abrogate LESSEE's right to Quiet Enjoyment contained herein. LESSEE hereby agrees that it will not object to, obstruct or hinder

in any way LESSOR's right to enter into such agreements, even though such agreements may be adverse to LESSEE's interests.

23. Liability.

- a. Fire Liability. It is understood and agreed by the parties that in no event shall LESSOR be liable for any damages to the leased premises or to any of LESSEE's other property at this location caused by or resulting from fire,
- b. Damage By That Other Than Resulting From Fire. It is understood and agreed that LESSOR shall not be liable for any non-fire related repairs arising out of injury or damage to LESSEE's property caused by LESSEE.
- c. Insurance. LESSEE agrees, at its own cost and expense, to furnish the County Insurance Administrator with a Certificate of Insurance indicating proof of the following insurance:
 - i. Workers Compensation and Employer's Liability – with statutorily required coverage for worker compensation, and employer's liability limits at \$100,000/\$500,000/\$100,000. A waiver of subrogation will be provided in favor of the Lessor.
 - ii. General Liability Insurance - with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000/\$2,000,000 aggregate during periods of construction of improvements on the property and during periods of time when aircraft is stored upon the property or when storage buildings upon the property are used to store any large items of personal usage. This insurance shall include on the Certificate of Insurance the following coverages:
 - 1. Premises - Operations
 - 2. Products and Completed Operations
 - 3. Broad Form Property Damage

4. Blanket Contractual
 5. Professional Liability, if applicable
- iii. Aircraft liability - with a minimum of \$1,000,000 per occurrence for Bodily Injury Liability/\$2,000,000 aggregate of combined single limit of Bodily Injury and Property Damage Liability. If LESSEE takes care, custody and/or control of planes owned by others, then LESSEE shall also carry hanger keeper liability insurance in the amount of \$1,000,000 per occurrence. Experimental Aircraft will be individually reviewed for appropriate liability limits. Such insurance shall include Winnebago County as an additional insured as it pertains to the negligence of the LESSEE. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Coordinator, 112 Otter Avenue, P.O. Box 2808 Oshkosh, Wisconsin 54903-2808. All such notices shall name the LESSEE and identify this lease agreement.
- iv. Automobile Liability Insurance with a minimum combined single limit of liability per occurrence of \$1,000,000.00 for bodily injury and property damage for the following coverages:
1. Owned Automobiles, if applicable
 2. Hired Automobiles
 3. Non-Owned Automobiles
- v. During construction activities LESSEE and their contractor shall provide all of the above insurance requirements. During construction activities, LESSEE's contractor shall additionally provide an Umbrella Liability Policy – with limit of \$1,000,000 per occurrence / \$2,000,000 aggregate. Umbrella policy shall follow

form to underlying employer's, general, aircraft, hangar keeper's liability policies.

- vi. LESSEE shall name Winnebago County as an additional insured on all such insurance policies, unless such requirement is waived in writing by Winnebago County's Insurance Administrator.
- vii. LESSEE shall immediately inform Winnebago County of the occurrence of any events which might affect Lessee's ability to maintain minimum general liability limits as set for in subparagraph 2, above.
- viii. LESSOR may review and alter those insurance requirements pertaining to the LESSEE on an annual basis. LESSOR shall not unreasonably alter these insurance requirements pertaining to the LESSEE.

- d. Indemnification. LESSEE shall indemnify LESSOR and hold it harmless against and from all loss, cost and expense, including but not limited to attorney's fees and other costs of defense, occasioned to LESSOR at any time by reason of liability imposed by law upon LESSOR for damages because of operations of LESSEE conducted at or from the leased premises pursuant to rights granted hereunder, but only if such liability arise in whole or in part by reason of any negligent act or omission of LESSEE or of any person or organization for whose acts or omissions the LESSEE is legally responsible.

24. Storage of Fuel. LESSEE is prohibited from installing, storing, or dispensing fuels on the leased premises as described in the airport rules and regulations.

25. Severability. In the event that any provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision contained herein, provided that the validity of any such provisions does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid provisions of this agreement.

26. Notice. Any notice required or desired to be served by either party upon the other may be served by depositing such notice in certified United States mail, return receipt requested, in a sealed envelope, postage prepaid, and addressed as follows:

a. To the LESSOR:

Airport Director
Wittman Regional Airport
525 W. 20th Avenue
Oshkosh, WI 54902-6871

b. To the LESSEE

Wings as Eagles Mission Air Service, Inc.
3030 Witzel Ave
Oshkosh, WI 54904

Or to such other address or person as shall from time to time be designated by the parties in writing.

27. Easements. LESSOR hereby agrees that it shall grant Easements necessary to supply utilities to the subject premises and taxiway access between existing taxiway and leased property.

28. Successors. The conditions, covenants, and agreements in the foregoing lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties and their successors.

29. Compliance with Wisconsin Public Records Law: Lessee understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), the County may be obligated to produce to a third party the records of a Lessee that are “produced or collected” by the Lessee under this Agreement (“Records”). Lessee is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Lessee acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Lessee is (1) obligated to retain Records for seven (7) years from the date of the Record’s creation; and (2) produce such Records

to County if, in County's determination, County is required to produce the records to a third party in response to a public records request. Lessee's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Lessee must defend and hold the County harmless from liability due such breach.

30. Entire Agreement. This agreement constitutes the entire agreement between the parties and each party understands that there are no other oral understandings or agreements other than those set out herein. This agreement cannot be added to, altered or amended in any way except by written agreement signed by both of the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their proper officers thereunto duly authorized as of the day and year above written.

WINNEBAGO COUNTY (LESSOR)

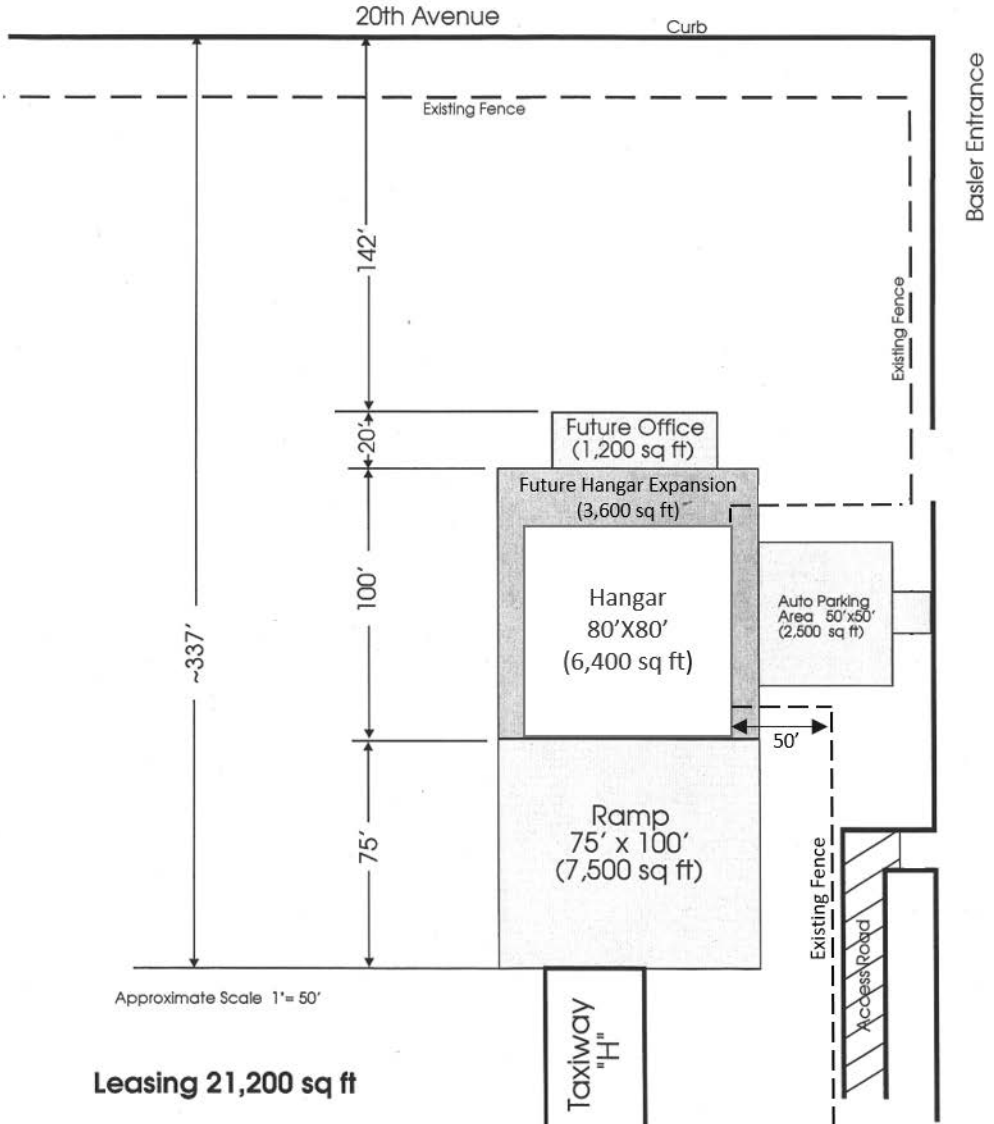
BY: _____
Jon Doemel
County Executive

Susan T Ertmer
County Clerk

WINGS AS EAGLES MISSION AIR SERVICE, INC. (LESSEE)

BY: _____

EXHIBIT "A"



Approximate Scale 1" = 50'

Leasing 21,200 sq ft

AGENDA ITEM REPORT

DATE: July 19, 2022

TO: WINNEBAGO COUNTY BOARD OF SUPERVISORS

FROM: JIM SCHELL, AIRPORT DIRECTOR

RE: WINGS AS EAGLES MISSION AIR SERVICE, INC. GROUND LEASE AGREEMENT RENEWAL

Background:

Wing As Eagles Mission Air Service Inc. has been a tenant in their current privately built hangar for nearly 20 years. Their ground lease has expired and they wish to renew for another term.

Wings As Eagles would like to continue leasing 21,200 sq. ft. of land for the purposes of aircraft storage. Currently, they have privately built 6,400 sq. ft. hangar facility with an aircraft apron, vehicle parking area and space for future office and hangar expansion.

Policy Discussion:

This lease agreement is for a term of twenty (20) years, commencing on July 1, 2022 and ending on June 30, 2042. The land rental fee for 2022 is \$.16/sq. ft./year by ordinance or \$3,392 per year. Fees are increased every three years by the percentage change of the Consumer Price Index – Urban Consumers.

Requested Action:

Approve the Ground Lease Agreement between Wings As Eagles Mission Air Service, Inc. and Winnebago County

Committee Action:

Aviation Committee approved 5/0 at the June 1, 2022 meeting

Attachments:

Wings As Eagles Mission Air Service, Inc. Ground Lease Agreement

Exhibit "A"