

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Lee Hammen

Ronald Klemp

Jason Wegand

Duly and officially adopted by the County Board on: _____

Signed:

Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed:

County Executive

FIRST ADDENDUM TO LEASE

THIS FIRST ADDENDUM is entered into this 1st day of June, 2018, between Outagamie County (“LESSOR”) and Maxair, Inc, (“LESSEE”).

WHEREAS, the parties entered into a Charter Services and Office/Hangar Lease Agreement on August 1, 2016 (hereinafter the “Agreement”), providing for contracted charter services and lease of facilities situated in the State of Wisconsin, County of Outagamie, Town of Greenville, located at the Appleton International Airport; and

WHEREAS, the parties desire to amend the Agreement by this First Addendum; and

NOW, THEREFORE, in consideration of the mutual benefits, covenants and obligations of the parties contained in the Lease, Lessor and Lessee agree to amend the lease as follows:

1. Section 3 PREMISES shall be replaced in its entirety as follows:

PREMISES: Lessor hereby leases to the Lessee 1,000 square feet of office space in the hangar/office building located at N251 Ares Drive, further known as the Premises along with 7,500 square feet of hangar space for aircraft owned, managed, or operated by Maxair, Inc. In addition, Lessor hereby leases apron and parking spaces equaling 36,500 square feet of land. The total amount of land being leased equates to 44,000 square feet.

- a. The Lessor reserves the right to adjust square footage during the Term of the Agreement upon consultation with the Lessee.
- b. Lessee shall have access to a maximum of twenty (20) parking stalls at the Hangar.

2. Section 4 TERM shall be amended as follows: The last sentence of Section 4 shall be replaced with “Either party shall have the right to terminate this agreement with six month written notice.”

3. Section 7 COUNTY COVENANTS paragraph (g) shall be replaced in its entirety with the following:

The Lessor, at its own expense, shall maintain the building structure, plumbing, heating, plant, and roof in good condition and state of repair and make all necessary repairs and replacements. The Lessor shall be responsible for snow removal on the ramp and to remove snow to within three (3) feet of the building. Lessor shall, at an annual cost of \$1,200, which Lessee agrees to pay, maintain all landscaping and shall keep all drives, parking areas, entrances and pedestrian walkways serving the Airport and the Premises in good condition and repair and free from snow and ice.

4. Section 8 LESSEE COVENANTS will be amended as follows:

- a. Paragraph (g) shall be amended to state that: No signage will be placed on the exterior of the Premises without the prior approval of the Airport Director, which will not be unreasonably withheld.
- b. Paragraph (h) will be amended to replace the last sentence as follows: Lessee Hangar

space shall be utilized only by those aircraft owned, managed or leased by Maxair Inc. Lessor reserves the right to lease the remaining hangar and office space not being leased by Maxair, Inc. to other interested parties without further consent from Maxair, Inc.

5. Section 9 TAXES shall be replace in its entirety as follows:

TAXES AND UTILITIES

- a. With respect to taxes imposed on personal property or other property upon the Premises, Lessee shall be deemed to be the owner thereof and shall be obligated to pay such taxes.
 - b. Lessee shall bear the full expense of any assessments, including storm water assessments, levied against the Premises.
 - c. Lessee shall pay or cause to be paid all charges for all public utilities or other public services for the Premises during the Term, including but not limited to gas, electricity, light, heat, steam, power, storm water, water and sewerage on a prorated basis over 8,500 square feet. Lessor shall not be liable to Lessee for any failure, modification or interruption of any utility or other services or supplies whatsoever, including but not limited to any such failure, modification or interruption which either (a) arises out of a Force Majeure, or (b) is required by any federal or other law or regulation relating to the furnishing or consumption of energy or the temperature of buildings, or any other Legal Requirements, unless such failure, modification or interruption is caused by the negligence or intentional acts or omission of Lessor or its Agents.
6. Exhibit A will be replaced with the attached revised Exhibit A.1.
7. Exhibit B shall be replaced in its entirety with the attached revised Exhibit B.1.


SIGNATURE PAGE TO FOLLOW

EXCEPT as expressly provided herein, the Lease shall remain unchanged and in full force and effect.

OUTAGAMIE COUNTY

APPROVED AS TO FORM:

By: _____
Thomas Nelson
County Executive

By: 
Joseph Guidote
Corporation Counsel 5/2/18

By: _____
Jeff Nooyen
Board Chairperson

By: _____
Lori O'Bright
County Clerk

MAXAIR, INC
By: 

EXHIBIT B.1

Lease and Fuel Rates

Office and Hangar Space

Monthly rates for lease of the PREMISES shall be as follows:

June 1, 2018-July 31, 2020	\$6,750
August 1, 2020 – July 31, 2021	\$6,817
August 1, 2021 – July 31, 2022	\$6,885
August 1, 2022 – July 31, 2023	\$6,953
August 1, 2023 – July 31, 2024	\$7,022
August 1, 2024 – July 31, 2025	\$7,092

In addition to the monthly rent stated above, per Section 7 paragraph (g), the Lessee agrees to pay an annual cost of \$1,200 for landscaping and snow removal payable in twelve monthly installments of \$100 each.

Fuel Into-wing Rates

The Lessor’s Fixed Based Operator will supply Jet-A and 100LL fuel to the Lessee at the following into-wing rates:

<u>Type</u>	<u>Minimum Requirement</u>	<u>Into-wing Rate</u>
Jet-A	Minimum 50,000 gallons annually ¹	\$.70/gallon
Jet-A	Minimum 60,000 gallons annually ²	
100LL	No minimum	\$.70/gallon

Lessee shall be responsible for all fuel taxes and fees including the airport fuel flowage fee.

If minimum annual fuel gallons as stated above are not met, the Airport will provide an invoice to true up the fuel sales at an into-wing rate of \$.80/gallon thirty (30) days following the end of the Agreement year.

¹ For aircraft owned, or leased by Maxair, Inc

² Combined fueling for aircraft owned or leased by Maxair, Inc along with aircraft managed under contract with Maxair, Inc.

OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1675) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Maxair, Inc Addendum to Lease Agreement

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The Appleton International Airport and Maxair Inc desire to amend the Charter Service Agreement and Building Lease Agreement (the "Agreement"). The addendum will move Maxair from the general aviation terminal and common storage hangar into a portion of the Airport owned corporate hangar. The new rental rate will be \$6,750 per month through July 31, 2020 with a 1% increase each year thereafter. Maxair will also pay an additional \$100 per month for landscaping and snow removal services. A budget adjustment is not needed at this time as the revenue is already included in this year's budget in the Rental Properties cost center.

Current Year Budget Impact (Check one or more of the following boxes)

Revenues Expenses (Cost) None

- 3. Is the specific cost or revenue included in the current year's budget? yes (X) no () partially () n/a ()
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (X)
- 5. Is the proposal to accept additional revenues only? yes (X) no ()
- 6. Does this request modify/adjust the current year budget? yes () no (X) To be determined
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
No Budget Impact - Revenues Included in Adopted 2018 Budget.			

Annual and Long-Term Impact

- 8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes () no (x) n/a ()
- 9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0
Annual Revenue \$81,000

Fiscal Note Prepared by: Abe Weber/Katie Horan

For Financial Services purposes only	
Reviewed By: <u>[Signature]</u>	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: Detail Expenditures Account Number Amount
Date: <u>5/16/18</u>	
Comments:	