

# ***RESOLUTION NO.: 113—2023-24***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

***2/3 MAJORITY – 24 VOTES***

1           The Appleton International Airport and Maxair, LLC desire to incorporate a second addendum  
2           to the Building Lease Agreement. This addendum provides for additional common hangar  
3           space to accommodate three (3) additional aircraft owned by Maxair, LLC. The monthly rental  
4           revenue for the three additional aircraft will be \$2,000 per aircraft. The fuel into wings rates  
5           were also renegotiated based on the number of additional aircraft. A budget adjustment is being  
6           requested for the period from March 1, 2024 to December 31, 2024 to increase the rent from  
7           Maxair. No budget adjustment related to the fuel revenue is needed as an estimate was already  
8           included in the 2023 budget.

9  
10           NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic  
11           Development Committee recommend adoption of the following resolution.

12           BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and approve  
13           the Appleton International Airport entering into a second addendum to lease with Maxair, LLC as detailed  
14           in the attached Second Addendum to Lease, which by reference is made a part hereof, and

15           BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve  
16           transferring \$60,000 from the Airport Terminal Fund Balance Applied line item to the FBO Hangar –  
17           Tenants line item as noted on the attached fiscal note, which by reference is made a part hereof, and

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

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Dated this \_\_\_\_ day of March 2024

Respectfully submitted,

PROPERTY, AIRPORT, RECREATION &  
ECONOMIC DEVELOPMENT COMMITTEE

\_\_\_\_\_  
Dean Culbertson

\_\_\_\_\_  
Lee W. Hammen

\_\_\_\_\_  
Ronald Klemp

\_\_\_\_\_  
Yvonne Monfils

\_\_\_\_\_  
Jayson Winterfeldt

Duly and officially adopted by the County Board on: \_\_\_\_\_

Signed: \_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
County Clerk

Approved: \_\_\_\_\_

Vetoed: \_\_\_\_\_

Signed: \_\_\_\_\_  
County Executive

**SECOND ADDENDUM TO LEASE**

**THIS SECOND ADDENDUM** is entered into this \_\_\_\_ day Of \_\_\_\_\_, 2024, between Outagamie County (“LESSOR”) and Maxair, LLC, (“LESSEE”).

**WHEREAS**, the parties entered into a Building Lease Agreement on January 1, 2021 (hereinafter the “Agreement”), providing for 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 have previously amended the Lease by Addendum One (1); and

**WHEREAS**, the parties desire to amend the Agreement by this Second 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 **2. Premises** will be amended to include the following paragraph:

Lessor hereby leases space, in common with others for the purpose of hangaring, storing and operating three (3) of Tenant’s aircraft to Lessee, and Lessee hereby leases space in the Premises from Lessor. The Airport Director may change the assignment of hangar space at any time at the sole determination and discretion of the Airport Director, for comparable space.

2. Section **5. County Covenants** will be amended to include the following:

h. Lessor hereby warrants that Lessee shall have sufficient space, in common with others for the purpose of hangaring, storing and operating three (3) Lessee’s aircraft. Lessee’s aircraft shall be parked in the hangar, properly chocked, with such free space between the aircraft, the building and the other tenants’ aircraft in the hangar so as to permit free movement around the aircraft and reduce any possibility of contact between Lessee’s aircraft, the hangar structure, any other aircraft or any other object.

3. Section **6. Lessee Covenants** will be amended to include the following:

n. The Lessee’s equipment and personal effects stored in the common storage hangar shall be at the sole risk of the Lessee or those claiming under it and the Lessor shall not be liable to Lessee, or to any person whatsoever, for any injury, loss or damage to property in or upon said hangar contiguous thereto unless caused by negligence or willful misconduct attributable to Lessor or its agents or employees. However, Lessee acknowledges and understands that the Airport is required to follow all current and future FAA regulations regarding the non-aeronautical use of airport hangars which may preclude the Lessee from storing non-aeronautical equipment in the hangar. Lessee agrees that in the event the FAA interprets lessee storage of its equipment in the hangar as a non-aeronautical use, that lessee will at that time be prohibited from such storage without a reduction in the lease rate.

4. Exhibit B shall be replaced in its entirety with the attached revised Exhibit B.2.

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

**EXHIBIT B.2**

**Lease and Fuel Rates**  
**Lease and Fuel Rates**

**Office and Hangar Space**

Monthly rates for lease of the office and hangar space shall be as follows:

Year 1	\$10,000
Years 2-4	\$11,000
Years 5-7	\$12,000
Years 8-12	\$13,000

**Common Storage Hangar Space**

Monthly rates for lease of common storage hangar space for three (3) aircraft shall be as follows:

\$2,000 per month per aircraft

**Fuel Into-wing Rates**

Per the 1<sup>st</sup> Addendum, Exhibit B.1 stated:

\*\*If and when the County constructs an additional common storage hangar that provides for storage of additional Maxair, LLC aircraft, the tier will increase from 25,000 to 30,000.

The Lessor’s Fixed Base Operator will supply Jet-A and 100LL fuel to the Lessee at the following into-wing rates. The rate charged for JetA for a month will be that applicable rate as determined by the aggregate gallons pumped in the prior month:

<u>Type</u>	<u>Minimum Requirement</u>
Jet-A	Minimum 100,000 gallons annually

<b><u>Gallons pumped per month*</u></b>	<b><u>Into-wing Rate</u></b>
Up to 20,000	\$.60 / Gal
20,001-35,000	\$.55 / Gal
Over 35,000	\$.50 / Gal
100LL	No minimum
	\$.80/gallon

\*Minimum upload per occurrence to be 250 gallons. If individual upload of JetA is less than 250 gallons, then the rate will be \$.70 per 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.

OUTAGAMIE COUNTY

APPROVED AS TO FORM:

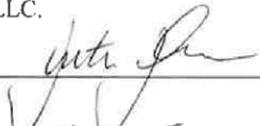
By: \_\_\_\_\_  
Thomas Nelson  
County Executive

By: Electronically Signed: Kyle J. Sargent  
Kyle Sargent  
Corporation Counsel

By: \_\_\_\_\_  
Jeff Nooyen  
Board Chairperson

By: \_\_\_\_\_  
Jeffrey King  
County Clerk

MAXAIR, LLC.

By: \_\_\_\_\_  
  
Justin Johnson

