

# ***RESOLUTION NO.: 52—2024-25***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

***MAJORITY***

1 Valley Packaging Industries (VPI) currently leases space within an Outagamie County  
2 owned building located at 3375 West Brewster Street, Appleton. The most recent lease  
3 agreement with VPI is for a period of nine (9) months beginning February 13, 2024 in  
4 order to allow VPI to transition to a new property. VPI is requesting additional time to  
5 extend the lease agreement due to their construction timeline which precludes them from  
6 entering their new leased premises owned by a third party until January 20, 2025.  
7

8 This resolution approves an Addendum to the Lease Agreement between Outagamie  
9 County and VPI to allow VPI to occupy the county owned premises until February 1,  
10 2025 with no budget adjustment needed at this time, as revenues will be included in the  
11 2025 budget.  
12

13 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and  
14 Economic Development Committee recommend adoption of the following resolution.

15 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the  
16 Addendum to Lease Agreement between Outagamie County and Valley Packaging Industries (VPI) in  
17 order to occupy the county owned premises located at 3375 West Brewster Street, Appleton, until  
18 February 1, 2025 as noted on the attached Addendum to Lease Agreement which by reference is made a  
19 part hereof, with no budget adjustment needed at this time, as revenues will be included in the 2025  
20 budget, and

21 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy  
22 of this resolution to the Outagamie County Development and Land Services Director and the Outagamie  
23 County Facilities Director.

24 Dated this \_\_\_\_ day of September 2024  
25

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

**ADDENDUM TO LEASE AGREEMENT**

This Lease Addendum made this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between Outagamie County, (hereinafter referred to as "Lessor"), and the Valley Packaging Industries (hereinafter referred to as "Lessee" or "VPI").

**I. WITNESSETH**

WHEREAS, Lessor and Lessee entered into a lease agreement in 2014 for the property located at 3375 W. Brewster Street, Appleton, Outagamie County, Wisconsin (hereinafter the property), which previously expired; and

WHEREAS, Lessee had been on a month to month lease of the property since the expiration of its original; and

WHEREAS, in 2024, Lessor and Lessee entered into a lease agreement for a period of 9 months from February 13, 2024 in order to allow Lessee to transition from Lessor's property to a new property; and

WHEREAS, Lessee has requested additional time to extend the lease agreement due to their construction timeline which precludes them from entering their new leased premises owned by a third party until 1/20/2025; and

NOW, THEREFORE, in consideration of the mutual promises of the Lessor and Lessee as set forth below, the Lessor and Lessee agree to amend the Lease approved on February 13, 2024 as follows:

**II. GENERAL TERMS**

**1. Term and Termination:**

- a. Term: This Lease Addendum allows the Lessee to occupy the premises until February 1, 2025 at 12:00 AM Central Standard Time. Lessee acknowledges and agrees, that it shall surrender the premises on or before that date, and that it shall not in any way remain in possession of the premises, nor have any of its property, equipment, employees, or otherwise on the premises past February 1, 2025 Lessee further agrees that in the event they do not quit possession of the premises as indicated above, that they will concede any issue related to their possession of the premises, and pay for all costs and fees paid by the County, including but not limited to actual attorney's fees, in any action filed by the County to remove Lessee from the premises.

- b. All other provisions of the original lease and the lease dated February 13, 2023 shall remain in effect absent the modifications herein or other written agreement by the parties.

Outagamie County:

\_\_\_\_\_  
Dan Gabrielson  
County Board Chair  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Thomas Nelson  
County Executive  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Kelly Gerrits  
County Clerk  
Dated: \_\_\_\_\_

For Valley Packaging Industries:

\_\_\_\_\_  
Tim Riebau  
President & CEO  
Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Electronically signed:  
Kyle J. Sargent  
Corporation Counsel

