

# ***RESOLUTION NO.: 103—2024-25***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

***MAJORITY***

1           The Appleton International Airport and Gulfstream Aerospace Service Corporation desire to  
2           incorporate a Second Amendment to the Storage Building Lease Agreement. This addendum  
3           extends the term of the agreement through October 31, 2025 with three (3) additional one (1)  
4           year options. The rent amount is \$525 per month. A budget adjustment is not required as the  
5           revenue is already included in the 2024 budget.  
6

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

9           BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve the Second  
10          Amendment to Storage Building Lease Agreement between the Appleton International Airport and  
11          Gulfstream Aerospace Services Corporation in order to extend the term of the agreement through October  
12          31, 2025 and to add three (3) additional, successive one (1) year options to further extend the term of the  
13          Agreement with no budget adjustment needed as the revenue is already included in the 2024 budget, as  
14          noted on the attached Second Amendment to Storage Building Lease Agreement and fiscal note, which by  
15          reference are made a part hereof, and

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

18          Dated this \_\_\_\_ day of December 2024  
19  
20  
21  
22  
23  
24  
25

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  
28  
29  
30  
31  
32  
33  
34

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 AMENDMENT TO STORAGE BUILDING LEASE AGREEMENT**

THIS SECOND AMENDMENT TO STORAGE BUILDING LEASE AGREEMENT (“**Second Amendment**”) is entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between County of Outagamie, Wisconsin (the “**Lessor**”), and Gulfstream Aerospace Services Corporation, a Delaware corporation (the “**Lessee**”). For purposes of this Second Amendment, Lessor and Lessee may from time to time be referred to individually as a “**Party**” and collectively as the “**Parties**”.

**WITNESSETH:**

WHEREAS, Lessor and Lessee entered into a Storage Building Lease Agreement dated October 26, 2017 (the “**Agreement**”) for the premises located at N395 Priscilla Lane, Greenville, Wisconsin 54942, as further described in the Agreement (the “**Premises**”).

WHEREAS, Lessor and Lessee entered into the First Amendment to Storage Building Lease Agreement dated May 29, 2020 (the “**First Amendment**”).

WHEREAS, Lessor and Lessee desire to amend the Agreement in order to extend the Expiration Date and to add three (3) additional, successive one (1) year options to further extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

**AGREEMENTS:**

1. **Recitals.** The foregoing recitals are acknowledged to be accurate and are hereby incorporated by reference.
2. **Capitalized Terms.** Capitalized terms used in this Second Amendment and not defined herein shall have the meanings given to such terms in the Agreement. From and after the date hereof, all references to the “**Agreement**” in the Agreement shall mean the Agreement, as amended by the First Amendment and this Second Amendment.
3. **Term.** Lessor and Lessee hereby mutually agree that the term of this Agreement shall be extended one (1) year, commencing on November 1, 2024, and expiring on October 31, 2025 (the “**Extended Lease Term**”).
4. **Extended Terms.** Lessee shall have the right to further extend the term of this Agreement beyond the Extended Lease Term for up to three (3) successive, additional terms of one (1) year each (each an “**Extended Term**”; collectively the “**Extended Terms**”) by serving written notice thereof to Lessor of its intention to do so no later than thirty (30) days prior to expiration of the Extended Lease Term or then current Extended Term (as applicable). All terms, covenants, and provisions of this Agreement shall apply to the

Extended Lease Term and each Extended Term (as applicable). The Initial Term, the Extended Lease Term, and any and all Extended Terms shall be collectively referred to as the "Term".

5. Effective November 1, 2024, Section 3 of the Agreement shall be deleted in its entirety and replaced with the following:

"3. Rent. From and after November 1, 2024, Lessee agrees to pay Lessor a gross monthly rental pay of Five Hundred Twenty Five Dollars (\$525.00) per month made on or before the first day of each month ("**Rent**") for the duration of this Agreement. For avoidance of doubt, Rent during any of the remaining Extended Terms, if exercised, pursuant to Section 4 of the Second Amendment shall remain unchanged at Five Hundred Twenty Five Dollars (\$525.00) per month. Rent due under this Agreement is a gross rental payment, and no additional fees or charges will be due to Lessor, unless specifically required under this Agreement."

6. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all Parties hereto had signed the same signature page. Any signature page of this Second Amendment may be detached from any counterpart of this Second Amendment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Second Amendment identical in form hereto but having attached to it one or more additional signature pages. Signatures delivered electronically shall be legally binding as original signatures.
7. Conflicts. Except as expressly provided herein, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement and the provisions of this Second Amendment, the provisions of this Second Amendment shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be duly executed as of the date first written above.

**LESSOR:**

OUTAGAMIE COUNTY, WISCONSIN

By: \_\_\_\_\_  
County Executive

Approved As To Form

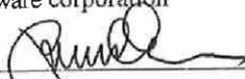
By: \_\_\_\_\_  
Board Chairperson

By: \_\_\_\_\_  
Corporation Counsel

By: \_\_\_\_\_  
County Clerk

**LESSEE:**

GULFSTREAM AEROSPACE SERVICES CORPORATION  
A Delaware corporation


By: 

Name: James P. Whalen

Its: Assistant Secretary

Date: October 8, 2024

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kyle J. Sargent  
Corporation Counsel  
Outagamie County  
Date Approved: 10.10.24

**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: 2nd Amendment to Gulfstream Aerospace Storage Building 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 Gulfstream Aerospace Services Corporation desire to incorporate a 2<sup>nd</sup> amendment for the Storage Building Premises Agreement. This addendum extends the term of the agreement through October 31, 2025 with the three (3) additional one (1) year options. Monthly rent will be \$525. A budget adjustment is not required as the revenue is already included in the 2024 budget.

**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
ALREADY INCLUDED IN 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      \$6,300

Fiscal Note Prepared by: Abe Weber/Katie Horan

For Financial Services purposes only	
Reviewed By:  <i>Michelle Witenbroek</i>	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: 10/28/2024	
Comments:	