

RESOLUTION NO.: 101—2023-24

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 owned
2 building located at 3375 W. Brewster Street, Appleton. The most recent lease agreement with
3 VPI was executed in 2014 and expired in 2015. The lease had an annual lease rate of \$3.17 per
4 square foot, however, VPI has been on a month-to-month basis since 2015 without a formal
5 lease. An amendment to the 2014 lease was executed in 2021 that reduced the amount of
6 building space VPI was leasing to 23,914 square feet for a monthly rate of \$6,306.92, which
7 equates to an annual square foot rate of \$3.17, which is the same square foot rate as set in the
8 2014 agreement. VPI recently expressed their desire to vacate the building in order to find a
9 building that better fits their evolving needs. However, VPI has requested to remain in the
10 current building for up to nine additional months on a month-to-month basis as they search for
11 a new location. A new lease was drafted to allow VPI to extend their lease on a month-to-
12 month basis for up to nine months at a monthly rate of \$8,299.75, which equates to an annual
13 square foot rate of \$4.17. While the monthly lease rate increased, the actual 2024 annual
14 operating impact will not be known until VPI gives notice to terminate the lease due to the
15 month-to-month terms.

16
17 No budget adjustment is needed at this time as revenues have already been included in the 2024
18 budget.

19
20 NOW THEREFORE, the undersigned members of the Property, Airport, Recreation and Economic
21 Development Committee recommend adoption of the following resolution.

22 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and approve
23 the Lease Agreement between Outagamie County and Valley Packaging Industries for county owned
24 property located at 3375 W. Brewster Street, Appleton for a monthly lease rate of \$8,299.75 with no budget
25 adjustment needed as revenues have already been included in the 2024 budget, as noted on the attached
26 Lease Agreement and fiscal note which by reference are made a part hereof, and

27 BE IT STILL FURTHER RESOLVED, that with passage of this resolution, the County Board
28 Chairperson, County Executive, and County Clerk are authorized to execute the agreement on behalf of
29 Outagamie County, and

1 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of
2 this resolution to the Outagamie County Executive, the Outagamie County Finance Director, the Outagamie
3 County Facilities Director, and the Outagamie County Development and Land Services Director.

4 Dated this ____ day of February 2024

5 Respectfully submitted,

6
7 PROPERTY, AIRPORT, RECREATION &
8 ECONOMIC DEVELOPMENT COMMITTEE
9

10
11
12 _____
13 Dean Culbertson

14
15
16 _____
17 Lee W. Hammen

18 _____
19 Ronald Klemp

20 _____
21 Yvonne Monfils

22 _____
23 Jayson Winterfeldt

24
25
26 Duly and officially adopted by the County Board on: _____
27

28
29 Signed: _____
30 Board Chairperson

31 _____
32 County Clerk

33 Approved: _____
34

35 Vetoed: _____
36

37 Signed: _____
County Executive

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 (1675), Controller (1674) or Staff Accountant (1881) 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:** Valley Packing Industries (VPI) Lease modification

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)

See Page 2 for Description

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 () no () partially ()
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a ()
- 5. Is the proposal to accept additional revenues only? yes () no ()
- 6. Does this request modify/adjust the current year budget? yes () no () 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 adjustment at this time. Revenues already included in 2024 budget. Unknown how long VPI is staying.			
This revenue is recorded to account number 4660100.4510.12.			

Annual and Long-Term Impact

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

Fiscal Note Prepared by: Paul Farrell, Kevin Englebert, Trent Woelfel

For Financial Services purposes only	
Reviewed By: Trent Woelfel	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: <u>Detail Expenditures Account Number</u> <u>Amount</u>
Date: 01/16/2024	_____
Comments:	

1. **Subject:** Valley Packing Industries (VPI) Lease modification

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)

VPI currently leases space within a County-owned building located at 3375 W Brewster Street, Appleton, WI. The most recent lease agreement with VPI was executed in 2014 and expired in 2015. That lease had an annual sf lease rate of \$3.17 per sf, however VPI has been on a month-to-month basis since 2015 without a formal lease. An amendment to the 2014 lease was executed in 2021. That amendment reduced the amount of building space VPI was leasing to 23,914 sf at a monthly rate of \$6,306.92, which equates to an annual sf rate of \$3.17, which is the same sf rate as set in the 2014 agreement. VPI recently expressed their desire to vacate the building in order to find a building that better fits their evolving needs, However, VPI has asked to stay in this building for up to 9 additional months on a month-to-month basis as they search for a new location. A new lease was drafted to allow VPI to extend it lease on a month-to-month basis for up to 9 months at a monthly rate of \$8,299.75, which equates to an annual sf rate of \$4.17. While the monthly lease rate increased, the actual 2024 annual operating impact will not be known until VPI gives notice to terminate the lease due to the month-to-month terms.

LEASE AGREEMENT

This Lease made this ____ day of _____ 2023, 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 in 2014 for the property located at 3375 W. Brewster Street, Appleton, Outagamie County, Wisconsin (hereinafter the property), which expired on _____, and

WHEREAS, Lessee has been on a month to month lease of the property since the expiration date identified above; and

WHEREAS, in 2021, Lessor and Lessee amended the lease to reduce the square footage occupied by Lessee to 23,914, modified the annual rent paid by Lessee to \$75,683, and agreed to negotiate a new lease going forward, and

WHEREAS, the Lessor desires to lease 23,914 square feet of building space located within Lessor's building located at 3375 W. Brewster Street, Appleton, Outagamie County, Wisconsin identified as the "VPI Leased Space" on Appendix 1 attached hereto and incorporated herein (hereinafter the "Leased Premises") together with the surrounding grounds and shared access to adjacent parking lot, together with the right of ingress thereto and egress therefrom to the Lessee and the Lessee desires to continue its month to month occupancy for a period of not more than 9 months from the date of execution of this agreement,

NOW, THEREFORE, in consideration of the mutual promises of the Lessor and Lessee as set forth below, the Lessor and Lessee agree as follows:

II. GENERAL TERMS

1. Rent:

- a. Lessor, in exchange for the rental rate and all other sums agreed to be paid by Lessee as outlined herein, shall provide the use and occupancy of the Leased Premises. That the said Lessee shall pay \$8,299.75 per month for use of the Leased Premises during the term of this Lease Agreement.
- b. All monthly rental payments are to be made on or before the first of each month to the Lessor c/o County Treasurer at its address:

Outagamie County Treasurer
320 S. Walnut St.,
Appleton, WI 54911

There is no pre-payment penalty.

2. Term and Termination:

- a. Term: This Lease shall commence on the first of the month following execution of this Lease (hereinafter the "Occupancy Date"). The Lessee shall be allowed to occupy the Premise on a month-to-month basis following the Occupancy Date for a period not to exceed nine months from the date of execution.
- b. Surrender of Premises and Holding Over: At the expiration of the term, the Lessee shall peaceably quit and surrender possession of said premises in the same condition as at the commencement of this Lease, reasonable wear and tear excepted, consistent with the rights and responsibilities outlined in Section III, F of this Lease regarding Tenant's removal of improvements. Lessee shall not occupy the premises after the expiration of the term for any reason unless otherwise approved by the parties in writing. Lessee may terminate the Lessor prior to the end of the term with 30 days notice to the Lessor.
- c. Termination: Termination is limited to the following provisions:
 - i. Breach: In the event of a material breach of the terms of this agreement, either party shall provide written notice to the breaching party and provide the opportunity to cure prior to terminating the Lease Agreement. Upon receipt of notice of the breach, the non-breaching party shall give the breaching party 30-days to cure said breach. In the event the breaching party fails to cure, the non-breaching party may terminate the agreement unilaterally, by written notice delivered to the breaching party after the expiration of the 30-day period to cure.
 - ii. Termination without breach: Neither party may terminate this agreement without cause, unless otherwise agreed to by both of the parties in writing, or otherwise allowable under the terms contained in this Lease Agreement.

- iii. The specified remedies to which the Lessor may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies, or means of redress to which the Lessor may be lawfully entitled in case of any breach or threat to breach by the Lessee. If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

3. Rights Duties and Obligations:

- a. Right of Entry: The Lessor and its representatives may enter the Leased Premises for the purpose of inspecting the Leased Premises, to perform any work which the Lessor elects to undertake made necessary by reason of the Lessee's default under the terms of this lease, or for showing the Leased Premises for sale, lease, or to obtain mortgage financing. Except in an emergency, all entry by Landlord into the Leased Premises shall be during Lessee's normal business hours and shall be preceded by not less than twenty-four (24) hours advance written notice (which, without limitation, may be by facsimile or e-mail) to Lessee's Director.
- b. Abandonment by Lessee: It is further agreed that if the Lessee shall abandon or vacate said premises for a period of at least thirty (30) days before the termination of this lease, then and in either event, the Lessor may, at its option, re-let the same as it may see fit without such retaking affecting or terminating this lease.
- c. Bankruptcy by Lessee: Should the Lessee file a petition for bankruptcy or have an involuntary petition in bankruptcy filed against it or make an assignment for the benefit of creditors, the Lessor shall have the right at any time thereafter to declare this Lease void and term contained herein ended.
- d. Liens: The Lessee agrees and undertakes to hold harmless the Lessor from damages sustained by it as the result of the filing against the Leased Premises of labor liens, mechanic's liens and materialman's liens, provided that such liens are for work contracted for by the Lessee, and failure by the Lessee to satisfy the liens within sixty (60) days after Lessee received notice of the filing of such liens shall be deemed a material breach of the Lease.
- e. Expenses: The Lessee shall pay and indemnify the Lessor against all legal costs and charges including attorney fees lawfully and reasonably incurred in obtaining possession of the Leased Premises after a default of the Lease, or after the Lessee's default in surrendering possession upon the expiration,

or earlier termination of the term of the Lease, or in enforcing any covenant of the Lease.

- f. Repairs and Maintenance: The division of responsibility for repairs and maintenance is set forth in the attached Appendix 2, incorporated herein by reference. This Appendix 2 Maintenance Terms shall be subject to amendment by agreement of the parties. The Lessee shall at its own expense provide janitorial and minor maintenance as described in Appendix 2. The Lessor shall provide structural maintenance of the building, including the roof, doors, windows, exterior building surfaces as set forth in Appendix 2. The Lessee shall have the right to make such non-structural modifications to the building as it should desire with the prior written consent of the Lessor's Facilities Manager. All such modifications shall remain the property of the Lessor at the completion of the lease unless, at the request of Lessor, Lessee shall remove such modification(s) and restore the property to its condition prior to the modification. Except as reasonably necessary to complete the non-structural modifications approved by Lessor, the Lessee shall not cause or permit any waste, damage or injury to the leased property in making any such modifications.
- g. Utilities: The Lessee shall pay all charges for gas, electricity, internet service and water rendered or supplied upon or in connection with the Leased Premises. Further, Lessee shall be responsible for its own expenses for telephone or other communication service. Lessee will reimburse other tenants for utility services used by Lessee during the time period in which utilities are being split by the providers, if applicable.
- h. Signs: The Lessee may erect or install signs of its own design or choosing on the exterior walls of the leased premises in such a manner as the building shall not be damaged or defaced thereby, as permitted by law, subject to the approval of the Lessor, which will not be unreasonably withheld. Such signs shall be removed by the Lessee at the expiration of the term and any damage from the signs removal shall be repaired by Lessee.
- i. Fixtures: The Lessee may install trade fixtures, conveyors, equipment and shelving used by it in its business. At the termination of this lease the Lessee shall remove any trade fixtures, conveyors, equipment and shelving owned by it and placed upon the premises by it, provided however, that it leaves the premises in the same condition of repair and

as tenantable as they were at the making of this lease and prior to the addition of trade fixtures, conveyors, equipment and shelving, reasonable wear and tear excepted.

j. Improvements:

i. Lessee Performed Improvements: The Lessee shall, at its expense and upon approval of the Lessor, be allowed to make various improvements and repairs to the building and its immediate environs necessary for its purpose.

k. Warranty of Quiet Possession: The Lessor hereby warrants and covenants that it has full authority to execute this lease and further warrants and covenants that the Lessee, on paying the rent herein stipulated and performing the conditions and covenants of this lease on its part to be kept and performed, may have and shall quietly have, hold and enjoy the demised premises without any manner of interference or hindrance of or from the Lessor, its successors, and assigns, or from any person lawfully claiming the premises or any part thereof.

l. Snow Removal and Lawn Care: The Lessor shall be responsible for snow and ice removal from the parking lot. The Lessee shall remove snow and ice from any sidewalks located on, directly adjacent to, or providing access to the Leased Premises. The Lessor shall be responsible for snow removal on any road and parking facilities in connection herewith prior to 8:00 a.m. The Lessor shall mow the grass located on the identified property. It is understood by and between the parties that the Lessor will not incur any overtime for its employees to remove snow or provide lawn care.

m. Acceptance of Building: Neither the Lessor nor his agents have made any representations with respect to the building, the land upon which it is erected or the leased property except as is expressly set forth herein. Upon execution of the Lease, the lessee accepts the Leased Premises "as-is".

n. Waste: Lessee shall not cause or permit any waste, damage or injury to the Leased Premises. In the event that such waste occurs, Lessee shall be solely liable for repairing said damage or disrepair to the Leased Premises, and any portion of the building or county property in which damage was caused by Lessee.

o. Compliance with Government Regulations: The Lessee agrees to comply with and abide by all rules, orders, ordinances, laws and regulations promulgated by any local, state or federal authority having jurisdiction over the Leased Premises pertaining to health and to the conduct of the

Lessee's business on the Leased Premises, and will likewise obey all police, fire, building inspector's regulations or any orders validly made in relation thereto.

p. Insurance. Lessee shall carry the following insurance coverage:

i. Worker's Compensation & Employer's Liability

1. Applicable State — Statutory Limits as Required by the State of Wisconsin
2. Applicable Federal (e.g. U.S. Longshoremen's and Harbor Worker's Act, Admiralty (Jones) Act, and Federal Employer's Liability Act) — Statutory Limit
3. Employer's Liability - \$100,000 each occurrence / \$100,000 each person (disease) / \$500,000 total limit (disease)

Except as may be otherwise set forth herein, the County shall not be liable to Lessee, its employees, or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, for any injuries to any of them arising out of or in any way related to the performance of the work under this Lease Agreement. Lessee agrees that the indemnification and hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such employees, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Additionally, the Lessee shall not be liable to Outagamie County, its employees, or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, for any injuries to any of them arising out of or in any way related to the performance of the work under this Lease Agreement. The County agrees that the indemnification and hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such employees, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

ii. Automobile Liability — Owned, Non-Owned, Hired

Automobile liability, owned, non-owned, hired. Bodily injury and property damage combined Two Million Dollars (\$2,000,000.00) for bodily injury and property damage per occurrence limit covering all vehicles to be used by Lessee in relationship to the Agreement. Coverage for commercial automobile liability insurance shall be at least as broad as Insurance Services (ISO) Business Auto Coverage (Form CA 0001),

covering Symbol 1 (any vehicle) if such insurance is available to Lessee. Such limits can be satisfied through excess or umbrella liability policies.

NOTE: If Lessee will be using personally owned autos for work on the premises, Lessee is required to provide proof of auto liability for personally owned autos at the following state minimums limits:

- \$25,000 for injury or death of one person;
- \$50,000 for injury or death of two or more people; and
- \$10,000 for property damage.
- uninsured motorist coverage with a minimum limit of \$25,000 for one person and \$50,000 for two or more people for bodily injury coverage.

- iii. Commercial general liability insurance, which insurance shall be written on a so-called "Occurrence Basis," covering legal liability against claims for bodily injury to, personal injury to, or death of any person, or more than one person, or for property damage, occurring on, in or about the Premises, or otherwise occurring as a result of any Lessee work on the Premises or the use and occupancy of the Premises with a limit in an amount not less than Two Million Dollars each occurrence (\$2,000,000.00 each occurrence). The liability insurance described in this Section shall include contractual liability coverage. Such limits can be satisfied through excess or umbrella liability policies.

The Lessee shall obtain its own risk property damage insurance for its own personal property, said policy shall contain a provision waiving all rights of actions of subrogation against the Landlord.

1. Limits established herein shall be subject to five (5) year review and may be increased by the Lessor due to general inflationary conditions provided at least sixty (60) days' notice of such increased requirements shall be given to the Lessee.
2. Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. Coverage afforded shall apply as primary, with the County, its Boards, Officers, Employees and Representatives as additional insureds. The Lessor shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Agreement. Upon execution of this Agreement, Lessee shall furnish Lessor with a certificate of insurance and, upon request, certified copies of the required insurance policies,

which said certificate policy copies shall be filed with the Office of the County Clerk of Outagamie County. In the event any action, suit or other proceedings is brought against the Lessee upon any matter herein indemnified against, the Lessee shall, within five (5) working days, give notice thereof to the Lessor and shall cooperate with their attorneys in the defense of the action, suit or other proceedings.

q. Indemnification and Hold Harmless:

Lessee agrees at all times during the term of this agreement to indemnify, hold harmless and defend the County, its Boards, Officers, Employees and Representatives against any and all liability, including claims, demands, losses, damages, costs or expenses, including attorney fees, which the County, its Boards, Officers, Employees and Representatives may sustain, incur or be required to pay by reason of bodily injury, personal injury or property damage of whatsoever nature or kind arising out of or in connection with or occurring during the course of this agreement as a result of the Lessee's activities or the activities of the Lessee's assignees or agents, unless such liability arises out of the sole negligence of the County.

Lessee further agrees to indemnify, hold harmless and defend the County, its Boards, Officers, Employees and Representatives against any and all claims, demands, losses, damages, costs or expenses, including attorney fees, which the County, its Boards, Officers, Employees and Representatives may sustain, incur or be required to pay resulting from the spill, discharge, dispersal, seepage, migration, release or escape of any pollutants being utilized by the Lessee or in the custody or control of the Lessee. Lessee's indemnity obligations shall not be limited by any worker's compensation statute; disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Lessee. Nothing contained in this agreement is intended to be a waiver or estoppels of the County to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, neither the municipality nor its insurer shall be liable in indemnity and contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

Lessor agrees at all times during the term of this agreement to indemnify, hold harmless and defend the Lessee, its Boards, Officers, Employees and Representatives against any and all liability, including claims, demands, losses, damages, costs or expenses, including attorney fees, which Lessee, its Boards, Officers, Employees and Representatives may sustain, incur or be required to pay by reason of bodily injury, personal injury or property

damage of whatsoever nature or kind arising out of or in connection with or occurring during the course of this agreement as a result of the Lessor's activities or the activities of the Lessor's assignees or agents, unless such liability arises out of the sole negligence of the Lessee.

Lessor further agrees to indemnify, hold harmless and defend the Lessee, its Boards, Officers, Employees and Representatives against any and all claims, demands, losses, damages, costs or expenses, including attorney fees, which the Lessee, its Boards, Officers, Employees and Representatives may sustain, incur or be required to pay resulting from the spill, discharge, dispersal, seepage, migration, release or escape of any pollutants being utilized by the Lessor or in the custody or control of the Lessor. Lessor's indemnity obligations shall not be limited by any worker's compensation statute; disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Lessor. To the extent that indemnification is available and enforceable, neither the municipality nor its insurer shall be liable in indemnity and contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

4. Miscellaneous Provisions:

- a. Destruction of Building: If the demised building shall be partially damaged by fire or otherwise, but not rendered unusable, the same shall be repaired by the Lessor with all proper speed at the expense of the Lessor, except that such expense shall be limited to the extent of any insurance payment(s) for such damage. In the event, however, that the building cannot be repaired or restored to the former condition within ninety (90) days of the date of damage, either Lessor the Lessee may, at its option terminate this agreement. The Lessee agrees to cooperate in whatever manner is necessary to ensure the Lessor free access to the said building to make repairs that are necessary. In case of destruction of the building by fire or otherwise which shall be such as to make it necessary to rebuild the same, this lease shall then and from thenceforth terminate.
- b. Notices: All notices shall be sent by Certified Mail addressed to the Lessor or to the Lessee at the address hereinafter set out and such other addresses as either the Lessor or the Lessee shall hereafter designate in writing to the other. All notices shall be deemed to have been given when deposited in the U.S. Mail in a sealed envelope, properly addressed, with postage prepaid thereon. At the time of mailing of any notices, the parties agree to simultaneously e-mail said notice to the other party.

Lessor's address is:

Outagamie County
Attn: Paul Farrell, Facilities Director
320 S. Walnut St.
Appleton WI 54911

Lessor's email address is: Paul.Farrell@outagamie.org

Lessee's address is:

Valley Packaging Industries
Attn: Tim Riebau, President & CEO
2730 N Roemer Road
Appleton, Wisconsin 54911

Lessee's email address is: triebau@vpind.com

- c. Applicable Law and Venue: The lease shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin. Any disputes between the parties, if litigated shall be litigated in Outagamie County Circuit Courts.
- d. Terms: In construing this lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.
- e. Joint and Several Liability: If there is more than one party Lessee, the covenants of the Lessee shall be the joint and several obligations of each such party and, if the Lessee is partnership, the covenants of the Lessee shall be the joint and several obligations of each of the partners and the obligations of the partnership. The covenants, terms, conditions, provisions and undertakings in this lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto as if they were in every case named and expressed and shall be construed as covenants running with the land and wherever reference is made to either of the parties, hereto, it shall be held to include and apply also to heirs, personal representatives, successors and assigns of such party as if in each and every case so expressed.
- f. Headings not Part of the Lease: It is mutually agreed that the headings of the paragraphs in this lease are for convenience and reference only and they do not constitute a part of the lease itself.

g. Effect of Duties and Obligations: Each Term and each provision of this lease performable by Lessee shall be construed to be both covenant and a condition.

Executed this ___ day of _____ 2023

Lessor:

Outagamie County,

By: Thomas Nelson,
County Executive

By: Jeff Nooyen,
County Board Chair

By: Jeff King,
County Clerk

SIGNATURES CONTINUED ON FOLLOWING PAGE

Lessee:

Valley Packaging Industries,



A handwritten signature in black ink, appearing to read "T. Riebau", is written over a horizontal line.

By: Tim Riebau,

President & CEO

Approved as to Form:
Electronically Signed: / Kyle J. Sargent
Corporation Counsel
Outagamie County

- Operational costs including fees of or maintenance of systems or equipment including security monitoring, phone and internet charges or other similar charges.
- All furniture, furnishings or other tenant supplied items and systems
- Indoor maintenance and repairs including the following items within the leased space:
 - Repairs to all surfaces including flooring, walls and ceiling for damage caused by lack of maintenance or damage and wear and tear from operational activities that would shorten the rated life of the surfaces. Lessee shall follow manufactures recommendations for cleaning surfaces and waxing if applicable in order to minimize damage from ground in dirt or heavy cart traffic.
 - Maintain and repair all interior plumbing fixtures and systems to meet local codes. This shall include the cost of any town required inspections and corrections of any violations for any modifications or lack of maintenance during the lease term.
 - Maintain and repair the HVAC system including routine maintenance and inspections, filter changes and any parts or service needed to make repairs and to keep the equipment in good operating condition.
 - Test and maintain fire extinguishers, exit lights and emergency lights. Follow all recordkeeping, inspection and maintenance requirements as set forth by the local jurisdiction.
 - Maintain and repair all interior door and cabinet hardware including any keying systems installed on interior or exterior doors.
 - Maintain and repair all interior lights associated with leased space.
 - Maintain and repair electrical and data systems within the leased space.
 - Repairs to furnishing, window treatments and other ancillary interior items.
 - All tenant provided equipment and furnishings.

Appendix 2: MAINTENANCE TERMS

Repairs and Maintenance:

Lessor (owner) shall be responsible for all maintenance, inspections and costs associated with the following:

- Building structure including the foundation, exterior windows and doors and all other exterior surfaces including exterior walls, roof soffit, gutters and downspouts. Lessor shall also be responsible for any interior building damage caused by deficiencies in the exterior building envelope including water damage from roof, window or wall leaks.
- Underground utilities including water, sewer, natural gas and electrical service.
- All parking lot maintenance and repairs including snow and ice removal. Snow is cleared from parking stalls the night after a snow event and shall be cleared by 8:00 am the morning following a snow event. In the event of ongoing snow or ice after 5 am or throughout the business day snow will be removed before the next business day.
- All parking lot lighting.
- Grounds maintenance including lawn mowing, tree trimming, general landscaping and the repair of sidewalks that have a $\frac{3}{4}$ " or greater height difference where panels adjoin.

Lessee (Tenant) shall be responsible for all maintenance and costs associated with the following:

- All utility costs associated with the lease space. Fiber or additional phone lines to the building.
- All cleaning services for the leased space including interior and exterior of windows, floor care, vents and all general cleaning.
- All trash and recycling services associated with lease space and business operations.
- Snow and Ice removal from all associated sidewalk and aprons between the parking lot and leased space. Multiple tenants may negotiate a shared responsibility for sidewalk maintenance provided there is a tenant in the adjacent building space.

