

# ***RESOLUTION NO.: 112—2024-25***

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

***MAJORITY***

1           The Appleton International Airport and Air Wisconsin Airlines, LLC desire to incorporate a  
2           Second Addendum to the Terminal Lease Agreement. This addendum provides for one (1)  
3           seven (7) month extension through March 31, 2025. Monthly rent will be increased  
4           retroactively for the period September 1, 2024 through March 31, 2025 from \$12.75 per square  
5           foot to \$13.00 per square foot. In the event Air Wisconsin occupies the space following  
6           expiration of the extension, it shall be on a month-to-month basis with the lease rate adjusted at  
7           the discretion of the Airport. A budget adjustment is not required, as the revenue is included in  
8           the 2024 and 2025 budgets.  
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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 approve the Second  
13           Addendum to Lease Agreement between the Appleton International Airport and Air Wisconsin Airlines  
14           LLC in order to provide for one (1) seven (7) month extension through March 31, 2025 and increase the  
15           monthly rent retroactively for the period September 1, 2024 through March 31, 2025 to \$13.00 per square  
16           foot, with no budget adjustment needed, as the revenue is included in the 2024 and 2025 budgets, as noted  
17           on the attached Second Addendum to Lease Agreement and fiscal note, which by reference are made a part  
18           hereof, and

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

21           Dated this \_\_\_\_ day of December 2024  
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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 AGREEMENT

THIS SECOND ADDENDUM is entered into this 14 day of November, 2024, between Outagamie County ("County") and Air Wisconsin Airlines LLC, a Delaware limited liability company ("Company").

WHEREAS, the parties have entered into a Lease Agreement on February 26, 2002 (hereinafter the "Lease"), providing for the lease from County by Company, of land and 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 Company and County desires to extend the term of the agreement; 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, County and Company agree to amend the lease as follows:

1. **TERM** Section 2.1 shall be amended to provide for one (1), seven (7) month extension. In the event the Lessee occupies the space following the expiration of the extension as called for in this Addendum, Lessee may occupy the space on a month to month basis with the lease rate adjusted at the discretion of the Lessor.
2. **RENTAL AND OTHER PAYMENTS** Section 3.1.2 shall be amended to read: Commencing on September 1, 2024 and continuing through March 31, 2025, such rental shall be increased to \$48,930.92 per month, for an aggregate annual amount of rental of \$587,171 (\$13.00 per square foot of the Premises).
3. **RENTAL AND OTHER PAYMENTS** Section 3.1.4 shall be amended to read: Commencing on September 1, 2024 through March 31, 2025 Lessee shall pay to Lessor for three hundred (300) parking permits during the Term of this Agreement in the amount of \$30,000.

- 4. **RENTAL AND OTHER PAYMENTS** Section 3.1.4.1 shall be amended to increase the annual charge for permits issued in excess of three hundred (300) to \$125 per permit.
- 5. Except as amended, herein, the terms and conditions of the Lease, as previously amended by addendums one through eight shall, in all other respects remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2024.

OUTAGAMIE COUNTY

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

APPROVED AS TO FORM:  
By: \_\_\_\_\_  
Kyle Sargent  
Corporation Counsel

By: \_\_\_\_\_  
Dan Gabrielson  
Board Chairperson

By: \_\_\_\_\_  
Kelly Gerrits  
County Clerk

AIR WISCONSIN AIRLINES LLC

By: Liam Mackay  
Date: 11/14/2024

**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 Addendum to Air Wisconsin 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 Air Wisconsin Airlines, LLC desire to incorporate a 2<sup>nd</sup> addendum for the Terminal Lease Agreement. This addendum provides for one (1) seven (7) month extension through March 31, 2025. Monthly rent will be increased retroactively for the period September 1, 2024 through March 31, 2025 to \$13.00 per square foot (from \$12.75 per square foot). In the event Air Wisconsin occupies the space following expiration of the above extension, it shall be on a month to month basis with the lease rate adjusted at the discretion of the Airport. A budget adjustment is not required as the revenue is already included in the 2024 and 2025 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                      587,171

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: <u>Detail Expenditures Account Number</u> <u>Amount</u>
Date: 11/14/2024	
Comments:	