

**BROWN COUNTY BOARD 12-18-2024 COUNTEROFFER TO C. REISS
(Differences Between C. Reiss Offer, and Brown County Board Counteroffer)**

	C. Reiss Offer (Presented to Brown County Board by Brown County Administration)	Brown County Board Counteroffer (Via a 22-2 Vote at 12-18-2024 Meeting)
ACRES TO LEASE:	14.5 USEABLE Acres (17.5 TOTAL Acres)	14.5 USEABLE Acres (17.5 TOTAL Acres)
LEASE RATE:	\$110,000 Per Year 2.5% Yearly Escalator	\$110,000 Per Year 2.5% Yearly Escalator OR CPI, Whichever is Greater
LEASE TERM:	25 Years with Two 25 Year Extensions	30 Years with One 10 Year Extension
ADDITIONAL CONDITIONS:		<p>Only Store Bulk Nuisance Commodities (Such as Coal) North of I-43 (Port is North of I-43), Starting One Year After Property is Leased, OR Store in City Approved Enclosed Structure</p> <p>Provide County with Air and Water Compliance Reports that are Currently Sent to DNR</p> <p>C. Reiss Must Reach Agreement with City by 06-01-2025 Regarding C. Riess and City Plans for Future Uses of C. Reiss Mason St Property</p>

December 18, 2024

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION APPROVING OF BROWN COUNTY AND C. REISS TERMINALS, LLC
GENERAL TERMS AND CONDITIONS TO INCLUDE IN LEASE
(PORT EXPANSION PROJECT)**

WHEREAS, it is desirable to approve of general terms and conditions to include in a Lease of Brown County owned real property, between Brown County and C. Reiss Terminals, LLC (“C. Reiss”); and

WHEREAS, negotiations between Brown County and C. Reiss have resulted in the proposed terms and conditions that are contained in the attached document entitled, “*BROWN COUNTY AND C. REISS TERMINALS, LLC GENERAL TERMS AND CONDITIONS TO INCLUDE IN LEASE (PORT EXPANSION PROJECT)*,” which is incorporated into this Resolution via attachment and reference; and

WHEREAS, it is desirable to approve of the terms and conditions in the attached document.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that the terms and conditions contained in the attached document are hereby approved of; and

BE IT FURTHER RESOLVED, that Brown County shall continue to work with C. Reiss to negotiate a final lease that includes the terms and conditions approved of in the attached document, and shall bring back the final negotiated Lease to the Brown County Board of Supervisors for final approval.

Fiscal Note: Fiscal Note: This resolution does not require an appropriation from the General Fund. This resolution earmarks approximately ~~\$26,000,000~~ of Brown County and anticipated grant funds to develop 14.5 usable acres on the former Pulliam plant site, and outlines terms and conditions to be included in a final lease with C. Reiss Terminals, LLC, enabling them to move

→ \$ 30,000,000
DPH 12-18-2024

their Coal piles from Mason Street to the mouth of the Fox River/Bay of Green Bay. The final lease requires County Board approval, is expected to generate \$110,000 per year in revenue its first year, and includes a 2.5% escalator each year for twenty-five years. This resolution has a Two-Thirds Vote Requirement (18 of 26 seats).

Respectfully submitted,

PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Approved By:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

24-100R

Authored by Corporation Counsel
Approved by Corporation Counsel's Office

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
ANTONNEAU	1				
DE WANE	2				
NICHOLSON	3				
JACOBSON	4				
THENO	5				
LIEBIVRE	6				
FRIBERG	7				
BORCHARDT	8				
EVANS	9				
VANDER LEST	10				
BUCKLEY	11				
GANNON	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
DAGNEAU	14				
VACANT	15				
KASTER	16				
VAN DYCK	17				
MCDONALD	18				
VACANT	19				
COENEN	20				
ZIRBEL	21				
PETERS	22				
WOLFE	23				
TOELLNER	24				
LUND	25				
PYLE	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

ALTERNATE 2
ATTACHMENT TO RESOLUTION 24-100R
BROWN COUNTY AND C. REISS TERMINALS, LLC
GENERAL TERMS AND CONDITIONS TO INCLUDE IN LEASE
(PORT EXPANSION PROJECT)

The following are proposed general terms and conditions to include in a Port Lease to C. Reiss Terminals, LLC, **subject to the approval of the Brown County Board of Supervisors:**

I. TERMS AND CONDITIONS:

1. In exchange for C. Reiss ensuring that, **beginning one year from the date the property to be leased is ready for occupancy by C. Reiss**, it will only locally store its coal north of I-43 going forward, as opposed to locally storing its coal at the C. Reiss Mason Street location, Brown County will lease **up to 17.5 total acres**, all inclusive, of the northernmost section of Parcel 6-11, located at the former Pulliam Plant site, to C. Reiss. Of the 17.5 acres to be leased, part (approximately 1.5 acres) will include acreage for a Sediment Pond to be maintained by C. Reiss, and part (approximately 1.5 acres) will include acreage for a Riprap Wall to prevent erosion along the northern edge of the parcel. If the engineering work on the project demonstrates that less than 1.5 acres is needed for the Sediment Pond, and/or that less than 1.5 acres is needed for the Riprap Wall, then the 17.5 acres to be leased to C. Reiss shall be reduced in acreage accordingly.
2. The **initial lease term shall be for 30 years**, at the rate of **\$110,000 per year**, and said rate shall increase by **either 2.5% each year, or by the Consumer Price Index (CPI) each year**, whichever is greater, during the initial 30 year lease term.
3. Between years 20 and 30 of the initial 30 year lease term, C. Reiss will have the ability to exercise **one 10 year lease extension option**, subject to the consent of the then seated County Board of Supervisors, which shall not be unreasonably withheld, and if C. Reiss exercises said option, then C Reiss will pay Brown County the **going market lease rate for port property** at the time of said extension, and said rate shall increase by **either 2.5% each year, or by the Consumer Price Index (CPI) each year**, whichever is greater, during each year of said extension term.
4. There shall be **no rights of first refusal granted, nor exclusivity of products language**, in the lease.
5. C. Reiss shall provide Brown County with all **air and/or water Compliance Reports** that C. Reiss has provided to the Wisconsin Department of Natural Resources (the "DNR") during the last five years, and going forward shall submit said future Compliance Reports to

Brown County within 30 days of their submission to the DNR on an annual basis during the term of the lease.

6. **Beginning one year from the date the property to be leased is ready for occupancy by C. Reiss, C. Reiss shall not engage in the bulk storage of any nuisance commodities at its Mason Street location, unless said nuisance commodities are stored in an enclosed structure that has been approved by the City of Green Bay for said use. C. Reiss and Brown County agree that, if the same or a similar prohibition is put into effect earlier by the City of Green Bay, then C. Reiss must comply with that prohibition on that earlier date.**
7. **The above is contingent on the Brown County receiving anticipated grant funding, as further described below.**
8. **A formal lease containing the terms and conditions outlined in this document will be offered to C. Reiss for execution as soon as the City of Green Bay and C. Reiss enter into agreement(s) regarding the future use of the current C. Reiss West Mason Street property, and said agreements must be executed by the City of Green Bay and C. Reiss on or before June 1, 2025.**

II. PROJECT COST:

1. **The cost to develop the Northernmost section of Parcel 6-11 of the port property to lease to C. Reiss is approximately \$30M.**
2. **The cost to acquire the entire 37 acre port parcel from WPS in 2022 was \$2.7M (\$2.2M from Port Funds and \$0.5M WEDC Idle Sites Redevelopment Grant).**

III. RECEIVED AND ANTICIPATED GRANT FUNDING:

GRANT	STATUS	AWARD	REQUIRED MATCH
2021 HAP	Received	\$1,100,000	\$220,000
2022 HAP	Received	\$1,000,000	\$200,000
BC ARPA #21	Received	\$1,300,000	
BC ARPA #80	Received	\$2,634,499	
WDOA NIFP	Anticipated/Received (Possible Reduction)	\$15,000,000	
USDOT MARAD PIDP	Anticipated (Possible Reduction)	\$10,134,800	
TOTALS		\$31,169,299	\$420,000

