

**PROCEEDINGS OF THE BROWN COUNTY  
PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a special meeting of the Brown County Planning, Development & Transportation Committee was held on Wednesday, August 16, 2023 in the Lower Level Flexible Meeting Room, Brown County Central Library, 515 Pine Street, Green Bay, Wisconsin.

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**Present:** Chair Dave Landwehr, Vice-Chair Ray Suennen, Supervisor Morgan Fuller, Supervisor Norb Dantine, Supervisor Tom Friberg

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**I. Call Meeting to Order.**

The meeting was called to order by Chair Dave Landwehr at 6:00 p.m.

**II. Approve/Modify Agenda.**

**Motion made by Supervisor Dantine, seconded by Supervisor Fuller to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Comments from the Public on Non-Agenda Items.** None.

**Action Items Including Proposed Resolutions, Ordinances and Budget Adjustments**

**1. Resolution Authorizing Entering into Port Related Contracts.**

Port & Resource Recovery Director Dean Haen briefly spoke to the handout re: Port Expansion Transaction Summary (attached), which talked about all the moving pieces as it relates to transactions.

**Motion made by Supervisor Fuller, seconded by Supervisor Friberg to approve with amendments to the Surface Lease Agreement, under E-1. Rent, that what is written out for the dollar amount (\$2,310.11) match (*two thousand three hundred- and ten-dollars per month*), and under E-2. Term, the term be September 1, 2023, to August 31, 2024. Vote taken. MOTION CARRIED UNANIMOUSLY**

**2. Resolution Authorizing Harbor Assistance Program (HAP) Grant Application.**

**Motion made by Supervisor Fuller, seconded by Supervisor Dantine to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Other**

**3. Such other matters as authorized by law. None.**

**4. Adjourn.**

**Motion made by Supervisor Friberg, seconded by Supervisor Suennen to adjourn at 6:20 p.m. Vote taken. MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Baili Schreiber  
Recording Secretary

Alicia Loehlein  
Legislative Specialist – Transcriptionist

## Port Expansion Transactions Summary

### Historical Context:

- In January 2022 Brown County (“BC”) purchased **43.89 acres** from Wisconsin Public Service Corp. (“WPS”) for **\$2.7M**.
- BC assumed WPS’ role as landlord for an existing lease agreement governing GLC’s occupancy of the southern portion of the property acquired from WPS and identified as Lot 4.
- With County Board approval, BC and GLC Minerals, LLC (“GLC”) executed a letter of intent (“LOI”) on 2/18/2021 whereby BC agreed in earnest to sell a **9.74-acre** portion of the acquired land to GLC at **\$90,000/acre** for a total purchase price of **\$876,600**.
- The LOI provided for the following ancillary agreements as partial consideration for the transaction with GLC:
  - GLC providing BC an access easement for ingress/egress over the property being sold;
  - GLC providing BC a belowground stormwater easement, as applicable;
  - GLC providing BC with an additional easement for railroad related purposes; and,
  - BC and GLC executing an amended lease removing the property GLC intends to purchase from the lease and correspondingly reducing the base rent pro rata.
- BC desires to purchase additional property from WPS and reduce the acreage being sold to GLC.

### Acquisition of Additional Property from WPS:

- BC intends to purchase **0.901 additional acres** from WPS for **\$22,000**.
- Access agreements over WPS property had previously been recorded for the benefit of BC as part of the original property sale in 2022. Due to the modified structure of BC’s intended property sale to GLC, BC’s needs regarding easement access over WPS property has changed. As a result, the following easements are included as partial consideration for BC’s intended land purchase from WPS:
  - **WPS providing BC** with a new **access agreement** for BC’s and its agents’ vehicular and pedestrian ingress/egress from Bylsby Avenue across WPS property to the portion of the parcel BC is retaining in its sale to GLC.
  - **WPS and BC mutually executing an amended and restated access agreement** for the purpose of establishing a 7/1/2024 termination date for the otherwise perpetual access easement recorded as part of BC’s original transaction with WPS. The easement will become obsolete once BC constructs the intended access road across the portion of land BC will retain and no longer intends to sell to GLC.
  - **WPS providing BC** with new **railway easements** corresponding with BC’s current proposed plans for railway use at the new port facility.

### Altered Terms for Property Sale to GLC:

- BC intends to sell **7.38 acres (-2.36 acres than in LOI)** to GLC at the same rate of **\$90,000/acre** for a total purchase price of **\$664,200 (-\$212,400 than in LOI)**. The acreage reduction is the result of the deviations from the LOI set forth below:
  - BC will retain ownership of the entire shipping slip, a portion of which was included in the purchase area reflected in the LOI.
  - BC will retain ownership of a 60’ wide strip originating at parcel’s northwest corner running west along the northern boundary of the parcel extending to the western boundary line of the parcel. This retained portion gradually widens along the inner curve of the existing railroad track to the southwest corner of the parcel and continues running north along the entirety of the parcel’s western boundary parallel to Bylsby Avenue.
- With BC retaining ownership of the northern part of the parcel being sold, the ancillary agreements as reflected in the LOI have largely become obsolete and have been altered as follows:
  - **BC providing GLC** with a **permanent access easement for ingress/egress** to its property from Bylsby Avenue and over the service road which BC intends to construct within the retained portion of the parcel.

- **GLC providing BC with a temporary construction easement** over the northeast corner of the parcel being sold to GLC for storing construction materials and providing access to BC's contractors in connection with BC's intended construction of a dock wall and filling in the existing shipping slip.
- **BC providing GLC with a drainage easement** consisting of both a temporary and permanent component:
  - Temporary Component: For GLC to discharge water into the presently existing surface water detention pond on BC's lot that it will continue leasing to GLC on short-term basis. BC intends to fill in the existing detention pond, at which point this component will terminate.
  - Permanent Component: For GLC to drain surface water into the swale located along the southern boundary of BC's lot that it will continue leasing to GLC on short-term basis.

**SURFACE LEASE AGREEMENT**

THIS SURFACE LEASE AGREEMENT (THE "Agreement"), entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between: BROWN COUNTY, a body corporate pursuant to Wis. Stat. s. 59.01 (the "Lessor"); and GLC MINERALS, LLC, a Wisconsin corporation (the "Lessee"), is to evidence the following agreements and understandings:

WITNESSETH:

That Lessor, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by Lessee, has demised and leased to Lessee certain parcels of land (the "Leased Premises") located at Green Bay, Wisconsin and owned by Lessor, as set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and

NOW, THEREFORE, in exchange for the mutual promises contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the lessor and Lessee, Parties herein, agree as follows:

1. **Rent**. Lessee agrees to pay to Lessor rent for the Leased Premises during the Lease Period (as defined below), the sum of two thousand two hundred dollars (\$2,310.00 per month (the "Rent"), payable in advance on the first day of each month, starting July 1, 2023 (the "Rent Payment Commencement Date") and ending upon the expiration of this Agreement.
2. **Term**. The initial term of this Lease shall be for twelve (12) months from July 1, 2023 to ~~June 30, 2022~~ <sup>Sept 1 Aug 31, 2024</sup> (the "Lease Period") thereafter the lease shall continue on a month to month basis. Lessor shall provide Lessee with ninety-day (90) notice of intent to terminate the Lease. Notwithstanding the Lease Period or anything to the contrary in this Agreement, following the expiration or termination of the Lease Period or any renewal or extension thereof for any reason whatsoever, Lessor shall permit the Lessee a period up to ninety (90) calendar days following the effective date of the expiration or termination of this Agreement for the sole and exclusive purpose of removing all of Lessee's personal property which may be then located on the Leased Premises, including without limitation all stone, crushed stone, and/or related inventory or work in process stored or otherwise located on the Leased Premises; provided, however, that Lessee (i) shall remove all such personal property as promptly as reasonably possible; (ii) Lessee shall pay Lessor a per diem occupancy fee in an amount equal to the Rental Payment (per month) divided by thirty (30) in consideration of Lessor's post-Lease Period occupancy, which amount shall be paid in arrears on a weekly basis, determined on a day-to-day basis; (iii) Lessor may permit third parties to occupy those portions of the Leased Premises not occupied by Lessee's personal property on a non-exclusive basis; (iv) the provisions of this Section 2 related to post-Lease Period occupancy shall survive the expiration or termination of this Agreement for any reason; and (v) Lessor shall not destrain or assert any claim or right, title or interest in or to such Lessee's personal property, all such claim of right, title or interest thereto being hereby irrevocably waived hereby; and (vi) the parties mutually covenant and agree that Lessee's bulk materials stored on the Leased Premises are personal in nature, not subject to any mortgage, deed of trust, or other lien in favor of Lessor, and