

MEMORANDUM OF UNDERSTANDING

Between the City of Green Bay and C. Reiss Terminals, LLC

This Memorandum of Understanding ("MOU") is effective on the date the last signature is obtained (the "Effective Date") and is being entered into by and between the City of Green Bay, a Wisconsin Municipal Corporation ("City", which shall include all affiliates thereof), and C. Reiss Terminals, LLC, a Delaware limited liability company ("Reiss", which shall include the relevant affiliates thereof), each a "Party" and collectively "the Parties."

WHEREAS, since 1900 Reiss has operated a bulk commodity handling and storage business on 35+ acres of property it owns on the west bank of the Fox River just south of Mason Street in the City's downtown (Parcel IDs: 2-950 and 1-1370) (the "Mason Street Site");

WHEREAS, a material portion of the bulk commodities handled and stored by Reiss at the Mason Street Site is coal (the "Piles");

WHEREAS, Brown County, Wisconsin (the "County") and the City desire that Reiss move its operations and the Piles away from the Mason Street Site so that property can be redeveloped for other uses;

WHEREAS, the County and Reiss reached agreement on lease terms for the former J.P. Pulliam Generating Station ("Pulliam Site") on June 5, 2024, to develop for Reiss's operations, using grant funding that was issued to the County specifically for the purpose of moving the Piles away from the Mason Street Site (collectively, the "Reiss Proposal");

WHEREAS, if the County and Reiss enter into a lease agreement ("Lease") for the Pulliam Site, Reiss, the City and the County will benefit:

- (1) Reiss will operate in the City, at the Pulliam Site,
 - (2) the Piles will be relocated to Fox River Terminals as desired by the City and the County,
- and
- (3) the Mason Street Site can be redeveloped in a manner that is compatible with nearby neighborhoods and the City's downtown;

WHEREAS, because the City is not a party to the Lease, but it will have corresponding rights and obligations, Reiss and the City desire to outline in this MOU the principal terms and conditions upon which they will formally commit to the relocation of the Piles and the path forward for the Mason Street Site.

NOW THEREFORE, the Parties state and mutually agree as follows:

ARTICLE I. GENERAL AGREEMENT

1. Reiss agrees to move the bulk commodity operation presently conducted at the Mason Street Site, including the Piles, to sites north of Interstate 43 (Leg Frigo Bridge), within twelve (12) months of the completion of all the following:

- a. The County and Reiss enter a lease agreement;
 - b. Reiss obtains possession of the Pulliam Site and Reiss's design for the Pulliam Site is completed using grant funds;
 - c. All federal, state, and local environmental and other requirements are satisfied with respect to the Pulliam Site, and no encumbrance to title or environmental liability affects Reiss's intended operation thereon; and
 - d. All necessary authorizations, approvals, licenses and permits from all governmental and regulatory bodies required for Reiss to conduct its operation at the Pulliam Site are obtained.
2. The City agrees to commit up to \$2.2 million for the purposes of relocation or redevelopment, including the construction of an asphalt pad. City funds shall only be used in the event of an identified project shortfall.
3. The City and Reiss agree that they shall work together to minimize relocation expenses.
4. Subject to Reiss's operation being fully relocated to the Pulliam Site and Fox River Terminals, or other sites north of Interstate 43, as set forth in Paragraph 1 of this MOU, Reiss shall seek to obtain with the assistance of the City a Planned Unit Development Overlay Zoning District (PUD) over and on top of the entirety of the Mason Street Site. The PUD will regulate land uses and other zoning matters as follows:
 - a. The northern 10+/- acres of the Mason Street Site will be limited to those uses permitted within the City's Downtown-2 (D2) Zoning District as regulated in the Green Bay Municipal Code Section 13.700.
 - b. The remaining 25.5+/- acres of the Mason Street Site will be limited to those uses permitted within the City's General Industrial (GI) Zoning District as regulated in the Green Bay Municipal Code Section 13.900. The remaining 25.5+/- acres of the Mason Street Site would also support port/dockage activities but the PUD will include a restriction prohibiting the outdoor storage of bulk commodities, including coal, sand, salt and other similar bulk commodities mutually agreed upon and reduced to writing among the Parties to the PUD.
 - c. Reiss agrees to collaborate with the City on the development of a site/development plan for the northern 10+/- acres that is compatible with downtown zoning uses.
5. Notwithstanding anything herein to the contrary, Reiss shall retain ownership of the Mason Street Site, and the City acknowledges and agrees that all or any of the portion of the Mason Street Site shall not be subject to eminent domain or similar proceedings.

**ARTICLE II.
CONTINGENCIES**

6. Paragraph 2.b of this MOU is contingent upon the Parties' ability to successfully negotiate and execute the agreements referenced therein. The Parties agree to act in good faith to reasonably negotiate the terms and conditions of such agreements.
7. In the event that, the County and Reiss fail to enter a lease agreement for the Pullium Site , this MOU and all its terms and conditions herein shall automatically terminate.

**ARTICLE III.
GENERAL CONDITIONS**

8. **Recitals**. The foregoing recitals in this MOU shall be deemed to be incorporated herein as part of this MOU.
9. **Counterparts**. This MOU may be executed, by hand or electronically, in any number of counterparts, each of which shall be deemed an original and taken together as one instrument.
10. **Amendment**. Any changes, amendments, or addenda to this MOU must be in writing, executed by all Parties.
11. **Governing Law**. This MOU shall be governed by the laws of the State of Wisconsin.
12. **Assumption of Responsibility**. Each Party assumes responsibility for its own acts and omissions, and those of its employees, officers and agents while engaged in the performance of its obligations under this MOU. No Party shall have any liability whatsoever for the negligent act or omission of another Party and nothing in this MOU shall be interpreted or construed to the contrary.
13. **Entire Agreement**. This MOU, including any incorporated documents or information, is the entire agreement and understanding between the Parties and prevails over all concurrent or prior communications and agreements between the Parties.
14. **Severability**. If one or more of the provisions of this MOU shall be unenforceable, such provisions shall be modified to the minimum extent necessary to make it or its application enforceable and, in any event, the enforceability of all other provisions of this MOU shall not be affected.
15. **No Agency**. This MOU does not create an agency relationship of any kind between the Parties. Each Party is an independent party and shall not be considered, nor represent itself as a joint venture or partner of the other Parties. This MOU shall not create any rights in or inure to the benefit of any third parties.

16. **No Third-Party Beneficiaries.** This MOU is made solely and specifically for the benefit of the City and Reiss and no other person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this MOU as a third-party beneficiary or otherwise.
17. **Assignment.** No Party shall assign any portion of its rights or obligations under this MOU without prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed.
18. **Signatories.** The signatories hereto represent that this MOU is executed pursuant to legal authorization by the organization on behalf of the which they are signing.

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FOR THE CITY:	FOR C. REISS. TERMINALS, LLC:
X	X
Signature Eric Genrich	Signature
Name Printed or Typed	Name Printed or Typed
Date Signed City of Green Bay Mayor	Date Signed
Title of Signor	Title of Signor
Phone Number	Phone Number
Email Address	Email Address