



AGENDA OF THE FINANCE COMMITTEE

TUESDAY, JULY 29, 2025, 4:30 PM

Amended

In person at City Hall, Room 207.

Virtual attendance also available via Zoom.

Immediately following Personnel Committee.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/88142524379?pwd=ekliUHNVYTJlRFpOUHVubTdXOHZYZz09>

Or call in by phone: +1 312 626 6799

Meeting ID: 881 4252 4379

Passcode: 846368

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting. More detailed [Zoom Instructions](#) can be found online.

B. Roll Call.

- I. Members: Bill Galvin, Brian Johnson, Kathy Hinkfuss, Jennifer Grant

C. Approval of the Agenda.

- I. Approval of the agenda for the Tuesday, July 29, 2025, meeting of the Finance Committee.

D. Approval of Minutes.

- I. Approval of the minutes from the July 8, 2025 meeting.

E. Regular Business.

- I. Consideration with possible action on the City of Green Bay 2026 Fee Schedule resolution.
2. For consideration and possible action on a Purchase and Sale Agreement for the City to purchase 1341 State Street, Parcel 1-1371, at a cost of \$2,821,000 with a \$571,000 Promissory Note to be paid to the City by the Seller for the March 2025 purchase of 3855

Finger Road, Parcel 21-24. This transaction is proceeding pursuant to approved Development Agreement 2025-01 Hoban Real Estate, LLC.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

3. Consideration with possible action request from Ald. Eck a total of expenses by department that can be attributed to St. John's Park for this past year, June 2024-June -2025.
4. Consideration with possible action on approval of the Claims Committee Reports.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

F. Informational.

1. 2025 Contingency Account: \$25,000.00
2. Next Meeting: August 12, 2025

G. Adjournment.

1. Adjournment of the Tuesday, July 29, 2025, meeting of the Finance Committee.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Finance Committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 29, 2025

PREPARED BY

AGENDA ITEM # D.I

Approval of the minutes from the July 8, 2025 meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. MINUTES - 070825



MINUTES OF THE FINANCE COMMITTEE

TUESDAY, JULY 8, 2025, 4:30 PM

In person at City Hall, Room 207.

Virtual attendance also available via Zoom.

A. ZOOM MEETING INFORMATION.

- I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/88142524379?pwd=ekliUHNVYTJlRFpOUHVubTdXOHZYZz09>

Or call in by phone: +1 312 626 6799

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B. ROLL CALL.

- I. Members: Bill Galvin, Brian Johnson, Kathy Hinkfuss, Jennifer Grant

Present: Bill Galvin, Brian Johnson, Kathy Hinkfuss, Jennifer Grant

Excused:

Absent:

C. APPROVAL OF THE AGENDA.

- I. Approval of the agenda for the Tuesday, July 8, 2025, meeting of the Finance Committee.

Moved by Ald. Brian Johnson, seconded by Ald. Kathy Hinkfuss to approve the agenda for the June 8, 2025, meeting of the Finance Committee.

Motion Passed.

Yes-Bill Galvin, Brian Johnson, Kathy Hinkfuss, Jennifer Grant, No-None, Abstain-None.

D. APPROVAL OF MINUTES.

- I. Approval of the minutes from the June 17, 2025 Finance Committee meeting.

Moved by Ald. Brian Johnson, seconded by Ald. Kathy Hinkfuss to approve the minutes from the June 17, 2025, Finance Committee meeting.

Motion Passed.

Yes-Bill Galvin, Brian Johnson, Kathy Hinkfuss, Jennifer Grant, No-None, Abstain-None.

E. REGULAR BUSINESS.

- I. Consideration with possible action the acceptance of the 2026 WDOJ Specialized Training Grant for \$18,562.00.

Moved by Ald. Brian Johnson, seconded by Ald. Bill Galvin to approve the acceptance of the 2026 WDOJ Specialized Training Grant for \$18,562.00.

Motion Passed.

Yes-Bill Galvin, Brian Johnson, Kathy Hinkfuss, Jennifer Grant, No-None, Abstain-None.

F. INFORMATIONAL.

- I. 2025 Contingency Account: \$25,000.00.

2. Next Meeting: July 29, 2025.

G. ADJOURNMENT.

- I. Adjournment of the Tuesday, July 8, 2025, meeting of the Finance Committee.

Moved by Ald. Brian Johnson, seconded by Ald. Kathy Hinkfuss to adjourn.

Motion Passed.

Yes-Bill Galvin, Brian Johnson, Kathy Hinkfuss, Jennifer Grant, No-None, Abstain-None.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 29, 2025

PREPARED BY

AGENDA ITEM # E.I

Consideration with possible action on the City of Green Bay 2026 Fee Schedule resolution.

BACKGROUND

Annual review and changes to the City of Green Bay fee schedule resolution. The fees adopted will be reflected in the 2026 budget.

RECOMMENDATION

Approval of request.

FISCAL IMPACT

ATTACHMENTS

1. Draft Resolution Fee Schedule 2026 (redline)
2. Draft Resolution Fee Schedule 2026 (clean)

**RESOLUTION ADOPTING
CITY OF GREEN BAY 2026 FEE SCHEDULE**

August 5, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City of Green Bay 2026 Fee Schedule, attached hereto as Exhibit A, is hereby adopted.

Adopted _____

Approved _____

Eric Genrich, Mayor

law

Attachment – Exhibit A, City of Green 2026 Bay Fee Schedule

Exhibit A

CITY OF GREEN BAY

FEE SCHEDULE

Code Section	Description	2025 Fee	<u>2026 Fee</u>
Chapter 2—Administration			
2-217	Municipal vehicle registration fee	\$25.00	
	Exemption from the municipal vehicle registration fee for vehicles registered by the State of Wisconsin under Wis. Stats. § 341.26	\$5.00	
Chapter 4—Alcohol Beverages			
4-6	License fees		
	Class "A" (beer)	\$425.00	
	Class "B" (beer)	\$75.00	
	Special event or picnic license	\$10.00	
	"Class A" (liquor)	\$425.00	
	"Class B" (liquor)	\$475.00	
	Operator's license (two-year license)	\$50.00	
	Initial issuance of a reserve "Class B" (liquor) license	\$10,000.00	
	"Class C" (wine)	\$100.00	
	Provisional retail license	\$15.00	
	<u>Late Processing Fee</u>		<u>\$100.00</u>
	Publication fee	\$25.00	
	Background check fee	\$25.00	
	Limited Expansion of License Premise	\$10.00	
	Producer permittee for off the production premises	\$25.00	
Chapter 6—Animals			
6-1	Animal establishment license fee	\$100.00	
	For each male breeding dog	\$300.00	
	For each female breeding dog	\$250.00	
6-2	Dog and cat license tax		
	For a neutered male dog or cat	\$15.00	
	For a spayed female dog or cat	\$15.00	
	For an unneutered male dog or cat	\$30.00	
	For an unspayed female dog or cat	\$30.00	
	Late fee	\$5.00	
	Exotic animal		
	Duplicate collar tag fee	\$1.00	
6-3	License fee to keep hens	\$25.00	<u>\$75.00</u>
	Late fee	\$5.00	
6-4	Exotic animal permit	\$25.00	<u>\$30.00</u>
	Excess animal permit	\$25.00	<u>\$30.00</u>
6-11	Beekeeping annual permit fee	\$25.00	
Chapter 8—Buildings and construction			
8-47	One- and two-family residential construction plan approval		
	Principal-use building plan	\$50.00	<u>\$75.00</u>
	Accessory-use building plan	\$25.00	<u>\$50.00</u>
	HVAC plan – Energy (heat loss) calculations	\$0.00	
	Plumbing plan – Fixture list	\$0.00	
8-47	Multi-family residential construction plan approval		
	Principal-use building plan	\$100.00	<u>\$125.00</u>

	Accessory-use building plan	\$100.00	<u>\$125.00</u>
	Sign structural plan	\$50.00	<u>\$75.00</u>
	HVAC plan – Mechanical systems plan	\$100.00	<u>\$125.00</u>
	Plumbing system plan	\$100.00	<u>\$125.00</u>
	Commercial, educational, institutional, industrial plan approval		
	Principal-use building plan	\$100.00	<u>\$125.00</u>
	Accessory-use building plan	\$100.00	<u>\$125.00</u>
	Sign structural plan	\$50.00	<u>\$75.00</u>
	HVAC plan – Mechanical systems plan	\$100.00	<u>\$125.00</u>
	Plumbing system plan	\$100.00	<u>\$125.00</u>
	One- and two-family residential construction permits		
	Principal or accessory building permits		
	New construction (per sq. foot)	\$0.01	
	Windows/doors	\$50.00	<u>\$75.00</u>
	Move building	\$50.00	<u>\$75.00</u>
	Raze/demolish building	\$50.00	<u>\$75.00</u>
	Accessory structure building permits		
	Curb cut, culvert, driveway	\$50.00	<u>\$75.00</u>
	Landscape structures	\$50.00	<u>\$75.00</u>
	Fencing	\$50.00	<u>\$75.00</u>
	Hot tub, swimming pool	\$50.00	<u>\$75.00</u>
	Pond	\$50.00	<u>\$75.00</u>
	Satellite receiver	\$50.00	<u>\$75.00</u>
	Tower structure	\$50.00	<u>\$75.00</u>
	Subdivision or neighborhood identification signage		
	Base fee	\$40.00	<u>\$50.00</u>
	Additional fee per square foot	\$0.50	
	Multi-family residential construction permits		
	Principal or accessory building permits		
	General construction; new building (per sq. ft)	\$0.14	
	Roofing replacement	\$70.00	<u>\$100.00</u>
	Built-up or membrane (per sq. ft.)	\$0.01	
	Siding	\$70.00	<u>\$100.00</u>
	Brick veneer (per sq. ft.)	\$0.01	
	Move building	\$70.00	<u>\$100.00</u>
	Base fee	\$70.00	<u>\$100.00</u>
	Foundation area fee (per sq. ft.)	\$0.14	
	Raze/demolish building	\$70.00	<u>\$100.00</u>
	Accessory structures		
	Curb cut, culvert, driveway	\$70.00	<u>\$100.00</u>
	Landscape structures	\$70.00	<u>\$100.00</u>
	Fencing	\$70.00	<u>\$100.00</u>
	Hot tub, swimming pool	\$70.00	<u>\$100.00</u>
	Pond	\$70.00	<u>\$100.00</u>
	Satellite receiver	\$70.00	<u>\$100.00</u>
	Tower structure	\$70.00	<u>\$100.00</u>
	Subdivision or neighborhood identification signage		
	Base fee	\$40.00	<u>\$50.00</u>
	Additional fee per square foot	\$0.50	
8-47	Commercial, educational, institutional, industrial use building permits		

	Principal or accessory building permits			
		General construction building group 1: New building, etc. (per sq. ft)	\$0.07	
		General construction building group 2: New building, etc. (per sq. ft)	\$0.14	
		Roofing replacement: building group 1 & 2	\$70.00	<u>\$100.00</u>
		Built-up or membrane (per sq. ft.)	\$0.01	
		Siding	\$70.00	<u>\$100.00</u>
		Brick veneer (per sq. ft.)	\$0.01	
		Move building: building group 1 & 2		
		Base fee	\$70.00	<u>\$100.00</u>
		Foundation area fee (per sq. ft.)	\$0.14	
		Raze/demolish building	\$70.00	<u>\$100.00</u>
	Accessory structures			
		Curb cut, culvert, driveway	\$70.00	<u>\$100.00</u>
		Landscape structures	\$70.00	<u>\$100.00</u>
		Fencing	\$70.00	<u>\$100.00</u>
		Hot tub, swimming pool	\$70.00	<u>\$100.00</u>
		Pond	\$70.00	<u>\$100.00</u>
		Satellite receiver	\$70.00	<u>\$100.00</u>
		Tower structure	\$70.00	<u>\$100.00</u>
		Subdivision or neighborhood identification signage		
		Base fee	\$40.00	<u>\$50.00</u>
		Additional fee per square foot	\$0.50	
		Temporary or mobile sign	\$40.00	<u>\$50.00</u>
8-360	One- and two-family residential plumbing permit fees			
		General plumbing (per fixture)	\$7.00	
		Water service connection permit	\$30.00	<u>\$50.00</u>
		Sanitary sewer connection	\$30.00	<u>\$50.00</u>
		Storm sewer connection (each)	\$30.00	<u>\$50.00</u>
		Fire suppression system (per head) (\$70.00 minimum, increased per head, up to \$200.00)	\$2.50	
		Lawn sprinkler system-reduced pressure valve	\$50.00	<u>\$75.00</u>
		Water heater replacement	\$30.00	<u>\$50.00</u>
		Palmer valve	\$50.00	<u>\$75.00</u>
		Back water valve	\$30.00	<u>\$50.00</u>
	Multi-family residential plumbing permit fees			
		General plumbing (per fixture)	\$8.00	
		Water service connection permit	\$30.00	<u>\$50.00</u>
		Sanitary sewer connection	\$30.00	<u>\$50.00</u>
		Storm sewer connection (each)	\$30.00	<u>\$50.00</u>
		Fire suppression system (per head) (\$70.00 minimum, increased per head, up to \$200.00)	\$2.50	
		Lawn sprinkler system-reduced pressure valve	\$70.00	<u>\$100.00</u>
		Water heater replacement	\$70.00	<u>\$100.00</u>
	Commercial, educational, institutional, industrial use plumbing permits			
		General plumbing (per fixture)	\$8.00	
		Water service connection permit	\$30.00	<u>\$50.00</u>
8-360		Sanitary sewer connection	\$30.00	<u>\$50.00</u>
		Storm sewer connection (each)	\$30.00	<u>\$50.00</u>
		Fire suppression system (per head) (\$70.00 minimum,	\$2.50	

	increased per head, up to \$200.00)		
	Lawn sprinkler system-reduced pressure valve	\$70.00	<u>\$100.00</u>
	Water heater replacement	\$70.00	<u>\$100.00</u>
	Sewer cap	\$70.00	<u>\$100.00</u>
8-369	Private well operation permit fee	\$100.00	<u>\$125.00</u>
8-449	Re-inspections of electrical wiring	\$75.00	
8-451	One- and two-family residential electrical permits		
	General electrical system (per sq. foot)	\$0.05	
	Electrical service	\$50.00	
	Air conditioning addition	\$50.00	<u>\$75.00</u>
	Multi-family residential electrical permits		
	General electrical system (per sq. foot)	\$0.09	
	Electrical service – initial	\$70.00	<u>\$100.00</u>
	Electrical service – each additional	\$30.00	<u>\$50.00</u>
	Air conditioning addition	\$70.00	<u>\$100.00</u>
	Commercial, educational, institutional, industrial electrical permits		
	General electric – building group 1 (per sq. foot)	\$0.05	
	General electric – building group 2 (per sq. foot)	\$0.09	
	Project cost \$0-\$10,000	\$70.00	<u>\$100.00</u>
	Project cost \$10,001-\$50,000	\$140.00	<u>\$240.00</u>
	Project cost \$50,001-\$100,000	\$210.00	<u>\$310.00</u>
	Project cost \$100,001-\$200,000	\$300.00	<u>\$400.00</u>
	Project cost \$200,001-\$300,000	\$400.00	<u>\$500.00</u>
	Project cost greater than \$300,000	\$500.00	<u>\$600.00</u>
	Additional fee per \$100,000 above \$300,000	\$100.00	
	Internally or externally illuminated sign	\$70.00	<u>\$100.00</u>
8-629	Roominghouse/shelter facility permit fee	\$30.00	<u>\$50.00</u>
	Additional fee per dwelling unit or rooming unit	\$10.00	
8-671	Penalty fee for renewal mobile home park license applications postmarked after June 30	\$25.00	<u>\$50.00</u>
8-478	One- and two-family residential mechanical (HVAC) permits		
	General HVAC system (per sq. foot)	\$0.05	
	Heating unit replacement	\$50.00	<u>\$75.00</u>
	Air conditioning addition (per unit)	\$50.00	<u>\$75.00</u>
	Multi-family residential mechanical (HVAC) permits		
	General HVAC system (per sq. foot)	\$0.09	
	Heating unit replacement	\$70.00	<u>\$100.00</u>
	Air conditioning addition/replacement (per unit)	\$70.00	<u>\$100.00</u>
	Commercial, educational, institutional, industrial use mechanical (HVAC) permits		
	General HVAC: ductless unit-heater systems only (per sq. foot)	\$0.05	
	General HVAC: ducted or hydronic (per sq. foot)	\$0.09	
	Heating unit replacement	\$70.00	<u>\$100.00</u>
	Air conditioning addition/replacement (per unit)	\$70.00	<u>\$100.00</u>
Chapter 10—Businesses			
10-19	License for the sale of each of the following or the conduct of the business or activity		
	Ambulances		
	Per vehicle for first vehicle licensed by any person	\$50.00	
10-19	Per additional vehicle	\$25.00	

	Auto salvage	\$100.00	
	Billiard and pool tables, gamerooms, per table or gameroom	\$5.00	
	Cigarettes	\$100.00	
	Change of agent	\$10.00	
	Junk and secondhand dealers		
	For maintaining a building, warehouse, or yard	\$50.00	
	For each hand-drawn vehicle used for junk dealing	\$1.00	
	For each vehicle other than hand drawn	\$3.00	
	Secondhand article dealer permit	\$27.50	
	Secondhand jewelry dealer permit	\$30.00	
	Secondhand article dealer: mall/flea market permit	\$165.00	
	Parades	\$0.00	
	Pawn brokers	\$210.00	
	Residential building contractors		
	Initial	\$25.00	
	Renewal	\$10.00	
	Temporary permit	\$0.00	
	Taxicab business licenses		
	For an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00	
	For a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00	
	For any other person		
	For each taxicab with a capacity of seven or fewer passengers, not including the driver	\$25.00	
	For each taxicab with a capacity of eight to 15 passengers, not including the driver	\$50.00	
	Taxicab operator's licenses		
	For an operator employed by an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00	
	For an operator employed by a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00	
	For any other person	\$50.00	
10-90	Auto salvage storage permit fee	\$100.00	
10-92	Newspaper vending machine permit fee	\$50.00	
10-93	Parklet permit fee	\$200.00	
10-95	Massage establishment license fee	\$75.00	<u>\$150.00</u>
10-140	Temporary facility license fee	\$25.00	
10-142	Facility license fee		
	If the premises is not also licensed under Ch. 4, GBMC	\$75.00	
	If the premises is also licensed under Ch. 4, GBMC	\$25.00	
10-143	Facility operator's license fee	\$10.00	
10-203	Sexually-oriented adult entertainment establishment license fee	\$750.00	
10-205	Sexually-oriented adult entertainment establishment license renewal fee	\$250.00	
10-210	Sexually-oriented adult entertainment establishment employee registration fee	\$30.00	
10-238	Escort service application fee	\$500.00	
	Escort service license fee	\$500.00	
10-240	Escort service license renewal fee	\$500.00	
10-243	Escort registration fee	\$25.00	

10-274	Direct sales permit fee			<u>\$50.00</u>
	Temporary (30-day)		\$100.00	
	Annual		\$350.00	
	Request for additional locations beyond three		\$50.00	
	Request for change of location		\$10.00	
10-274	Solicitor's permit fee			<u>\$50.00</u>
	Temporary (30-day)		\$25.00	
	Annual		\$100.00	
10-342	Junk dealer annual fee		\$50.00	
10-344	Junk dealer daily reporting failure fee		\$10.00	
10-374	Junk collector annual fee		\$3.00	
10-428	Special event fee – Simple event			
	Small non-profit park event fee			
	Resident a A pplication fee		\$25.00	
	Late application fee		\$25.00	
	First time event additional fee		\$50.00	
	Event location change fee		\$0.00	
	Event cancellation fee		\$10.00	
	Small non-profit block party			
	Resident application fee		\$50.00	
	Late application fee		\$25.00	
	First time event additional fee		\$50.00	
	Event location change fee		\$0.00	
	Event cancellation fee		\$10.00	
	Special event fee – Small events			
	Athletic Event			
	Resident a A pplication fee		\$100.00	
	Non-resident application fee		\$150.00	
	Late application fee		\$50.00	
	First time event additional fee		\$175.00	
	Event location change fee		\$25.00	
	Event cancellation fee		\$25.00	
	All other small events			
	Resident a A pplication fee		\$50.00	
	Non-resident application fee		\$75.00	
	Late application fee		\$25.00	
	First time event additional fee		\$88.00	
	Event location change fee		\$13.00	
	Event cancellation fee		\$13.00	
	Special event fee – Medium events			
	Athletic Event			
	Resident a A pplication fee		\$200.00	
	Non-resident application fee		\$300.00	
	Late application fee		\$100.00	
	First time event additional fee		\$350.00	
	Event location change fee		\$50.00	
	Event cancellation fee		\$50.00	
	All other medium events			
	Resident a A pplication fee		\$175.00	
	Non-resident application fee		\$263.00	
	Late application fee		\$88.00	
10-428	First time event additional fee		\$306.00	

		Event location change fee	\$44.00	
		Event cancellation fee	\$44.00	
		Special event fee – Large events		
		Athletic Event		
		Resident a A pplication fee	\$300.00	
		Non-resident application fee	\$450.00	
		Late application fee	\$150.00	
		First time event additional fee	\$525.00	
		Event location change fee	\$75.00	
		Event cancellation fee	\$75.00	
		All other large events		
		Resident a A pplication fee	\$275.00	
		Non-resident application fee	\$413.00	
		Late application fee	\$138.00	
		First time event additional fee	\$481.00	
		Event location change fee	\$69.00	
		Event cancellation fee	\$69.00	
		Special event fee - Small budget film/ photography		
		Resident a A pplication fee	\$25.00	
		Non-resident application fee	\$38.00	
		Late application fee	\$13.00	
		Event location change fee	\$6.00	
		Event cancellation fee	\$6.00	
		Special event fee - Special hazard event		
		Resident a A pplication fee	\$500.00	
		Non-resident application fee	\$750.00	
		Late application fee	\$250.00	
		First time event additional fee	\$875.00	
		Event location change fee	\$125.00	
		Event cancellation fee	\$125.00	
		Reoccurring events (all types)		
		First through fourth event	100% of fee	
		Fifth through tenth event	75% of fee	
		Eleven or more events	50% of fee	
10-458		Public vehicle business license fee	\$25.00	
		Public vehicle business motor vehicle inspection fee	\$25.00	
10-459		Public vehicle business operator's license fee	\$50.00	
10-493		Commercial quadricycle business license fee	\$25.00	
		Commercial quadricycle inspection fee	\$25.00	
10-494		Commercial quadricycle operator's license fee	\$50.00	
10-514		Underground sprinkler license fee	\$25.00	
10-544		Lobbyist registration fee	\$20.00	
10-574		Mobile food establishment license to operate fee		
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00	
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00	
		Mobile food establishment license to operate renewal fee		
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00	
10-574		If the license is in connection with an existing City-based business that sells food-based products	\$50.00	

10-599	Tree and brush trimmer license fee	\$25.00	
10-634	Weights and measures fees		
	Annual processing fee	\$30.00	
	Product look-up (PLU) or scanner system	\$100.00	
	Electronic cash register (ECR) interfaced with other devices (per register)	\$30.00	
	Scales (1-50 lbs.) (per device)	\$35.00	
	Scales (>50 lbs. up to 1,000 lbs.) (per device)	\$30.00	
	Sensitive scale (prescription, jewelry, precious metal) (per device)	\$60.00	
	Vehicle scales (per device)	\$100.00	
	Livestock scales (per device)	\$100.00	
	Auto recycling machine (per device)	\$100.00	
	Vehicle tank meters, petroleum products (per device)	\$35.00	
	Vehicle tank meters, lubricant products (per device)	\$35.00	
	LMDs (per device or grade listed on dispenser)	\$30.00	
	LMDs high output device (per device)	\$35.00	
	LMDs marina fuel dispenser (per device)	\$30.00	
	Coin operated timer (per device)	\$5.00	
	Taxi cab meter (per device)	\$25.00	
	Miscellaneous device (per hour)	\$50.00	
	Re-inspection after follow-up compliance inspection (per inspection)	\$75.00	
10-740	Alarm business permit fee	\$50.00	
10-741	Alarm user permit fee		
	For an alarm user who is residential obtaining a hold-up alarm or other burglar alarm system	\$25.00	
	For an alarm user who is not residential obtaining a hold-up alarm system or burglar alarm system, a fire alarm system, or both	\$40.00	
10-742	False alarm on hold-up alarms		
	Premises holding a permit		
	Second false hold-up alarm	\$100.00	
	Third false hold-up alarm	\$200.00	
	Fourth and subsequent false hold-up alarms	\$350.00	
	Premises without a permit		
	First false hold-up alarm	\$100.00	
	Second false hold-up alarm	\$200.00	
	Third and subsequent false hold-up alarms	\$350.00	
	False alarm on alarm systems other than hold-up alarms		
	Premises holding a permit		
	Second false alarm	\$50.00	
	Third false alarm	\$75.00	
	Fourth false alarm	\$125.00	
	Fifth and subsequent false alarms	\$250.00	
	Premises without a permit		
	First false alarm	\$50.00	
	Second false alarm	\$75.00	
10-742	Third false alarm	\$125.00	
	Fourth and subsequent false alarms	\$250.00	

Chapter 16—Environment			
16-40	Erosion control permit		
16-40	One- and two-family residential	\$100.00	
	Multi-family residential	\$150.00	
	Commercial, educational, institutional, industrial uses	\$150.00	
	Underground utilities	\$100.00	
	Other construction sites commencing a land disturbing activity	\$100.00	
	Reinspection fee	\$75.00	
16-81	Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))	\$4,200.00	
16-82	Storm water management plan permit fee	\$500.00	
	Private storm water management practice inspection fee	\$100.00	
Chapter 18—Fire Prevention and Control			
18-66	Re-inspections for compliance with Ch. 18, Art. II, GBMC	\$75.00	
18-93	Permit fee for the purchase and use within the City of those classes of fireworks or pyrotechnics authorized by said statute	\$200.00	
18-93	Permit fee for the sale of fireworks within the City of those classes of fireworks authorized by statute	\$600.00	
Chapter 24—Nuisances			
24-84	Unmanaged vegetative growth removal		
	Administrative charge (per parcel)	\$82.00	<u>\$84.00</u>
	Labor cost (per hour)	\$86.00	<u>\$89.00</u>
	Equipment cost (per hour)	\$82.00	<u>\$83.00</u>
	Minimum total charge (1/2 hour)	\$166.00	<u>\$171.00</u>
Chapter 28—Parks and Recreation			
28-3	Protection of parks and greenways		
	Encroachment fee	\$75.00	
28-7	Metro Boat Launch		
	Daily launch fee	\$6.00	
	Season launch pass	\$60.00	
	Seniors season launch pass	\$50.00	
	Commercial season launch pass	\$75.00	
Chapter 32—Solid Waste			
32-2	Yard waste collection		
	Hourly rate	\$219.00	<u>\$231.00</u>
	Minimum fee (1/3 hour plus administrative fee)	\$93.00	<u>\$97.00</u>
	Administrative fee	\$20.00	
	Bulk waste collection		
	0-3 cubic yards	\$100.00	<u>\$105.00</u>
	3-10 cubic yards	\$205.00	<u>\$210.00</u>
	10+ cubic yards	\$305.00	<u>\$315.00</u>
	Appliance collection		
	Refrigerators/Freezers (each)	\$51.00	<u>\$52.00</u>
	Appliances with freon (each)	\$51.00	<u>\$52.00</u>
	All other appliances	\$35.00	
	Electronics collection (each)	\$65.00	
	Tipper carts		
32-2	Garbage – 96 gallon (plus sales tax)	\$100.00	
	Recycling – 96 gallon (plus sales tax)	\$100.00	
	Improper cart storage (per violation)	\$39.00	

	Early/Late setout (per violation)	\$65.00	<u>\$66.00</u>
	Recycling in garbage cart (per violation)	\$65.00	<u>\$66.00</u>
	Garbage in recycling cart (per violation)	\$65.00	<u>\$66.00</u>
32-3			
	Per vehicle for first vehicle licensed by any person	\$25.00	
	Per additional vehicle	\$5.00	
Chapter 34—Streets, Sidewalks, and Other Public Places			
34-5	Excavation/ <u>obstruction</u> permit fee (<u>base fee</u>)	\$50.00	<u>\$75.00</u>
	First 100 square feet of excavation	\$37.80	<u>38.00</u>
	Each additional 100 square feet of excavation	\$7.60	<u>8.00</u>
	Permanent repair of excavated pavement		
	Asphalt streets – Administrative fee (all streets)	\$45.00	
	Asphalt streets – Concrete base (sq yard)	\$80.00	<u>\$85.00</u>
	Asphalt streets – Gravel base (sq yard)	\$145.00	<u>\$148.00</u>
	Concrete streets – Administrative fee	\$45.00	
	Concrete streets (sq yard)	**	
	**Actual Cost from Annual Pavement Repair Contract		
34-8	Sidewalk builder's license fee	\$25.00	<u>\$50.00</u>
34-14	Sidewalk snow and ice management fees		
	Base fee (per instance)	\$69.00	<u>\$71.00</u>
	Snow/Ice removal fee (per linear foot)	\$0.28	
34-64	Leicht park dock fee – Cruise ship dockage		
	Per day	\$1,500.00	
	Per day/evening	\$2,000.00	
Chapter 36—Subdivisions			
36-34	Review fees		
	Preliminary city/extraterritorial subdivision plat	\$150.00	
	Additional fee per lot/outlot	\$35.00	
	Preliminary city/extraterritorial certified survey map ("CSM")	\$250.00	
	Final city/extraterritorial subdivision plat	\$150.00	
	City/extraterritorial subdivision/CSM variance	\$150.00	
	Preliminary condominium plat	\$250.00	
	Additional fee per lot/outlot	\$35.00	
	Final condominium plat	\$150.00	
36-175	<u>Subdivision Variance</u>	<u>\$150.00</u>	<u>\$200.00</u>
36-558	Parkland development fee	\$350.00	
36-580	Street tree fee (per tree, calculated at 1 tree per 50 linear feet of right-of-way frontage)	\$100.00	
36-581	<u>Postponement of development fee</u>	<u>\$100.00</u>	<u>\$100.00</u>
Chapter 42— Utilities			
42-203	Equivalent runoff unit (ERU) credit application fee	\$50.00	
Chapter 44—Zoning			
44-82	Zoning amendment fee	\$375.00	
44-83	Conditional use permit fee	\$375.00	
44-112	Homebased occupation fee – Initial	\$25.00	
	Renewal – Annual	\$10.00	
44-1552	Work done without Certificate of Appropriateness (per day)	\$50.00	
44-1580	Short Term Rental Permit – Initial	\$500.00	
	Short Term Rental Permit – Annual Renewal	\$250.00	
44-1890	One- and two-family residential site plan approval		

44-1890	Principal use building & site development, area smaller than \$1,000 square feet		\$25.00	
	Principal use building & site development, area \$1,000 square feet or larger		\$50.00	
	Accessory use building, area larger than 150 square feet only		\$25.00	
	Fencing – new construction		\$0.00	
	Landscaping: land-disturbing activity or new structure		\$25.00	
	Tower structure – new construction		\$25.00	
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron		\$25.00	
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)		\$25.00	
	New or reconstructed subdivision or neighborhood identification signage		\$25.00	
	Floodplain land use approval		\$50.00	
	Shoreland/wetland land use approval		\$50.00	
	Board of Appeals application and hearing fee		\$125.00	<u>\$225.00</u>
	<u>Board of Appeals application and hearing fee for work already started or completed</u>			<u>\$450.00</u>
	Multi-family residential site plan approval			
	Principal use building & site development			
		Base Fee	\$50.00	
		Additional fee per 1,000 sq. feet	\$5.00	
	Accessory use building			
		Base Fee	\$50.00	
		Additional fee per 1,000 sq. feet	\$5.00	
	Fencing – new construction		\$50.00	
	Landscaping: land-disturbing activity or new structure		\$50.00	
	Tower structure – new construction		\$50.00	
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron			
		Base Fee	\$50.00	
		Additional fee per 1,000 sq. feet	\$5.00	
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)			
		Base Fee	\$50.00	
		Additional fee per 1,000 sq. feet	\$5.00	
	New or reconstructed subdivision or neighborhood identification signage		\$25.00	
	Floodplain land use approval		\$50.00	
	Shoreland/wetland land use approval		\$50.00	
	Board of Appeals application and hearing fee		\$250.00	<u>\$350.00</u>
	<u>Board of Appeals application and hearing fee for work already started or completed</u>			<u>\$700.00</u>
	Commercial, educational, institutional, industrial use site plan approval			
	Principal use building & site development			
		Base Fee	\$50.00	
		Additional fee per 1,000 sq. feet	\$5.00	
	Accessory use building			
		Base Fee	\$50.00	

	Additional fee per 1,000 sq. feet	\$5.00	
	Fencing – new construction	\$50.00	
	Landscaping: land-disturbing activity or new structure	\$50.00	
	Tower structure – new construction	\$50.00	
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$50.00	
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	\$50.00	
	New or reconstructed subdivision or neighborhood identification signage	\$25.00	
	Floodplain land use approval	\$50.00	
	Shoreland/wetland land use approval	\$50.00	
	Board of Appeals application and hearing fee	\$250.00	<u>\$350.00</u>
	<u>Board of Appeals application and hearing fee for work already started or completed</u>		<u>\$700.00</u>
44-2050	<u>Planned Unit Development (new)</u>	\$425.00	<u>\$600.00</u>
	<u>Planned Unit Development (amendment)</u>	\$425.00	<u>\$250.00</u>
Other services			
	One- and two-family residential		
	Certificate of occupancy	\$30.00	<u>\$75.00</u>
	Floodplain certificate	\$50.00	
	Property compliance letter	\$30.00	
	Reinspection fee	\$75.00	
	Uniform dwelling code seal	\$30.00	
	Zoning certificate (initial letter)	\$50.00	
	Zoning certificate (reprinted)	\$0.00	
	Multi-family residential		
	Certificate of occupancy	\$30.00	<u>\$75.00</u>
	Floodplain certificate	\$50.00	
	Property compliance letter	\$30.00	
	Reinspection fee	\$75.00	
	Zoning certificate (initial letter)	\$50.00	<u>\$100.00</u>
	Zoning certificate (reprinted)	\$0.00	
	Commercial, educational, institutional, industrial uses		
	Certificate of occupancy	\$50.00	<u>\$75.00</u>
	Business license compliance letter	\$50.00	
	Floodplain certificate	\$50.00	
	Property compliance letter	\$30.00	
	Reinspection fee	\$75.00	
	Zoning certificate (initial letter)	\$50.00	<u>\$100.00</u>
	Zoning certificate (reprinted)	\$10.00	
Miscellaneous			
	Other miscellaneous fees may also be established by policy approved by the Council from time to time		
	Planned Unit Development and PUD Amendment fee	\$425.00	
	Postponement of Development Fees	\$100.00	
	Development District Map Amendment	\$200.00	
	Official Map Amendment	\$200.00	
	Discontinuance of a Public Utility Easement	\$200.00	
	Declare City Property "City Surplus"	\$200.00	
	Street Name Change	\$200.00	

	Vacate Street/Alley/Pedestrian Way	\$300.00	
	Comprehensive Plan Amendment	\$275.00	<u>\$375.00</u>
	Sign – Permanent (plus \$.50 per square foot)	\$40.00	
	Sign – Temporary	\$40.00	
	Board of Appeals Initiation – All Other	\$250.00	<u>\$350.00</u>
	<u>Board of Appeals application and hearing fee for work already started or completed (including interpretation appeals where work has already been started or completed)</u>		<u>\$700.00</u>
	Land Use Permit	\$50.00	
	Temporary Use Permit	\$25.00	
	Annexation	\$150.00	<u>\$0.00</u>
	Cell Tower – Buildings and Colocations	\$500.00	
	Cell Tower – New Towers	\$1,000.00	
	<u>Public Utility Easement Acceptance</u>		<u>\$200.00</u>
	<u>Plan Examination Special Consultation (two or more staff reviews)</u>		<u>\$50.00</u>
	Tax Incremental Financing fee		
	Projects less than \$5 million dollars	\$500.00	
	Projects more than \$5 million dollars but less than \$10 million dollars	\$1,000.00	
	Projects more than \$10 million dollars	\$2,500.00	

**RESOLUTION ADOPTING
CITY OF GREEN BAY 2026 FEE SCHEDULE**

August 5, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City of Green Bay 2026 Fee Schedule, attached hereto as Exhibit A, is hereby adopted.

Adopted _____

Approved _____

Eric Genrich, Mayor

law

Attachment – Exhibit A, City of Green 2026 Bay Fee Schedule

Exhibit A

CITY OF GREEN BAY

FEE SCHEDULE

Code Section	Description	2026 Fee
Chapter 2—Administration		
2-217	Municipal vehicle registration fee	\$25.00
	Exemption from the municipal vehicle registration fee for vehicles registered by the State of Wisconsin under Wis. Stats. § 341.26	\$5.00
Chapter 4—Alcohol Beverages		
4-6	License fees	
	Class "A" (beer)	\$425.00
	Class "B" (beer)	\$75.00
	Special event or picnic license	\$10.00
	"Class A" (liquor)	\$425.00
	"Class B" (liquor)	\$475.00
	Operator's license (two-year license)	\$50.00
	Initial issuance of a reserve "Class B" (liquor) license	\$10,000.00
	"Class C" (wine)	\$100.00
	Provisional retail license	\$15.00
	Late Processing Fee	\$100.00
	Publication fee	\$25.00
	Background check fee	\$25.00
	Limited Expansion of License Premise	\$10.00
	Producer permittee for off the production premises	\$25.00
Chapter 6—Animals		
6-1	Animal establishment license fee	\$100.00
	For each male breeding dog	\$300.00
	For each female breeding dog	\$250.00
6-2	Dog and cat license tax	
	For a neutered male dog or cat	\$15.00
	For a spayed female dog or cat	\$15.00
	For an unneutered male dog or cat	\$30.00
	For an unsplayed female dog or cat	\$30.00
	Late fee	\$5.00
	Exotic animal	
6-3	Duplicate collar tag fee	\$1.00
	License fee to keep hens	\$75.00
6-4	Late fee	\$5.00
	Exotic animal permit	\$30.00
6-11	Excess animal permit	\$30.00
	Beekeeping annual permit fee	\$25.00
Chapter 8—Buildings and construction		
8-47	One- and two-family residential construction plan approval	
	Principal-use building plan	\$75.00
	Accessory-use building plan	\$50.00
	HVAC plan – Energy (heat loss) calculations	\$0.00
	Plumbing plan – Fixture list	\$0.00
8-47	Multi-family residential construction plan approval	
	Principal-use building plan	\$125.00

	Accessory-use building plan	\$125.00
	Sign structural plan	\$75.00
	HVAC plan – Mechanical systems plan	\$125.00
	Plumbing system plan	\$125.00
	Commercial, educational, institutional, industrial plan approval	
	Principal-use building plan	\$125.00
	Accessory-use building plan	\$125.00
	Sign structural plan	\$75.00
	HVAC plan – Mechanical systems plan	\$125.00
	Plumbing system plan	\$125.00
	One- and two-family residential construction permits	
	Principal or accessory building permits	
	New construction (per sq. foot)	\$0.01
	Windows/doors	\$75.00
	Move building	\$75.00
	Raze/demolish building	\$75.00
	Accessory structure building permits	
	Curb cut, culvert, driveway	\$75.00
	Landscape structures	\$75.00
	Fencing	\$75.00
	Hot tub, swimming pool	\$75.00
	Pond	\$75.00
	Satellite receiver	\$75.00
	Tower structure	\$75.00
	Subdivision or neighborhood identification signage	
	Base fee	\$50.00
	Additional fee per square foot	\$0.50
	Multi-family residential construction permits	
	Principal or accessory building permits	
	General construction; new building (per sq. ft)	\$0.14
	Roofing replacement	\$100.00
	Built-up or membrane (per sq. ft.)	\$0.01
	Siding	\$100.00
	Brick veneer (per sq. ft.)	\$0.01
	Move building	\$100.00
	Base fee	\$100.00
	Foundation area fee (per sq. ft.)	\$0.14
	Raze/demolish building	\$100.00
	Accessory structures	
	Curb cut, culvert, driveway	\$100.00
	Landscape structures	\$100.00
	Fencing	\$100.00
	Hot tub, swimming pool	\$100.00
	Pond	\$100.00
	Satellite receiver	\$100.00
	Tower structure	\$100.00
	Subdivision or neighborhood identification signage	
	Base fee	\$50.00
	Additional fee per square foot	\$0.50
8-47	Commercial, educational, institutional, industrial use building permits	

	Principal or accessory building permits		
		General construction building group 1: New building, etc. (per sq. ft)	\$0.07
		General construction building group 2: New building, etc. (per sq. ft)	\$0.14
		Roofing replacement: building group 1 & 2	\$100.00
		Built-up or membrane (per sq. ft.)	\$0.01
		Siding	\$100.00
		Brick veneer (per sq. ft.)	\$0.01
		Move building: building group 1 & 2	
		Base fee	\$100.00
		Foundation area fee (per sq. ft.)	\$0.14
		Raze/demolish building	\$100.00
	Accessory structures		
		Curb cut, culvert, driveway	\$100.00
		Landscape structures	\$100.00
		Fencing	\$100.00
		Hot tub, swimming pool	\$100.00
		Pond	\$100.00
		Satellite receiver	\$100.00
		Tower structure	\$100.00
		Subdivision or neighborhood identification signage	
		Base fee	\$50.00
		Additional fee per square foot	\$0.50
		Temporary or mobile sign	\$50.00
8-360	One- and two-family residential plumbing permit fees		
		General plumbing (per fixture)	\$7.00
		Water service connection permit	\$50.00
		Sanitary sewer connection	\$50.00
		Storm sewer connection (each)	\$50.00
		Fire suppression system (per head) (\$70.00 minimum, increased per head, up to \$200.00)	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$75.00
		Water heater replacement	\$50.00
		Palmer valve	\$75.00
		Back water valve	\$50.00
	Multi-family residential plumbing permit fees		
		General plumbing (per fixture)	\$8.00
		Water service connection permit	\$50.00
		Sanitary sewer connection	\$50.00
		Storm sewer connection (each)	\$50.00
		Fire suppression system (per head) (\$70.00 minimum, increased per head, up to \$200.00)	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$100.00
		Water heater replacement	\$100.00
	Commercial, educational, institutional, industrial use plumbing permits		
		General plumbing (per fixture)	\$8.00
		Water service connection permit	\$50.00
8-360		Sanitary sewer connection	\$50.00
		Storm sewer connection (each)	\$50.00
		Fire suppression system (per head) (\$70.00 minimum,	\$2.50

	increased per head, up to \$200.00)	
	Lawn sprinkler system-reduced pressure valve	\$100.00
	Water heater replacement	\$100.00
	Sewer cap	\$100.00
8-369	Private well operation permit fee	\$125.00
8-449	Re-inspections of electrical wiring	\$75.00
8-451	One- and two-family residential electrical permits	
	General electrical system (per sq. foot)	\$0.05
	Electrical service	\$50.00
	Air conditioning addition	\$75.00
	Multi-family residential electrical permits	
	General electrical system (per sq. foot)	\$0.09
	Electrical service – initial	\$100.00
	Electrical service – each additional	\$50.00
	Air conditioning addition	\$100.00
	Commercial, educational, institutional, industrial electrical permits	
	General electric – building group 1 (per sq. foot)	\$0.05
	General electric – building group 2 (per sq. foot)	\$0.09
	Project cost \$0-\$10,000	\$100.00
	Project cost \$10,001-\$50,000	\$240.00
	Project cost \$50,001-\$100,000	\$310.00
	Project cost \$100,001-\$200,000	\$400.00
	Project cost \$200,001-\$300,000	\$500.00
	Project cost greater than \$300,000	\$600.00
	Additional fee per \$100,000 above \$300,000	\$100.00
	Internally or externally illuminated sign	\$100.00
8-629	Roominghouse/shelter facility permit fee	\$50.00
	Additional fee per dwelling unit or rooming unit	\$10.00
8-671	Penalty fee for renewal mobile home park license applications postmarked after June 30	\$50.00
8-478	One- and two-family residential mechanical (HVAC) permits	
	General HVAC system (per sq. foot)	\$0.05
	Heating unit replacement	\$75.00
	Air conditioning addition (per unit)	\$75.00
	Multi-family residential mechanical (HVAC) permits	
	General HVAC system (per sq. foot)	\$0.09
	Heating unit replacement	\$100.00
	Air conditioning addition/replacement (per unit)	\$100.00
	Commercial, educational, institutional, industrial use mechanical (HVAC) permits	
	General HVAC: ductless unit-heater systems only (per sq. foot)	\$0.05
	General HVAC: ducted or hydronic (per sq. foot)	\$0.09
	Heating unit replacement	\$100.00
	Air conditioning addition/replacement (per unit)	\$100.00
Chapter 10—Businesses		
10-19	License for the sale of each of the following or the conduct of the business or activity	
	Ambulances	
	Per vehicle for first vehicle licensed by any person	\$50.00
10-19	Per additional vehicle	\$25.00

	Auto salvage	\$100.00
	Billiard and pool tables, gamerooms, per table or gameroom	\$5.00
	Cigarettes	\$100.00
	Change of agent	\$10.00
	Junk and secondhand dealers	
	For maintaining a building, warehouse, or yard	\$50.00
	For each hand-drawn vehicle used for junk dealing	\$1.00
	For each vehicle other than hand drawn	\$3.00
	Secondhand article dealer permit	\$27.50
	Secondhand jewelry dealer permit	\$30.00
	Secondhand article dealer: mall/flea market permit	\$165.00
	Parades	\$0.00
	Pawn brokers	\$210.00
	Residential building contractors	
	Initial	\$25.00
	Renewal	\$10.00
	Temporary permit	\$0.00
	Taxicab business licenses	
	For an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00
	For a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00
	For any other person	
	For each taxicab with a capacity of seven or fewer passengers, not including the driver	\$25.00
	For each taxicab with a capacity of eight to 15 passengers, not including the driver	\$50.00
	Taxicab operator's licenses	
	For an operator employed by an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00
	For an operator employed by a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00
	For any other person	\$50.00
10-90	Auto salvage storage permit fee	\$100.00
10-92	Newspaper vending machine permit fee	\$50.00
10-93	Parklet permit fee	\$200.00
10-95	Massage establishment license fee	\$150.00
10-140	Temporary facility license fee	\$25.00
10-142	Facility license fee	
	If the premises is not also licensed under Ch. 4, GBMC	\$75.00
	If the premises is also licensed under Ch. 4, GBMC	\$25.00
10-143	Facility operator's license fee	\$10.00
10-203	Sexually-oriented adult entertainment establishment license fee	\$750.00
10-205	Sexually-oriented adult entertainment establishment license renewal fee	\$250.00
10-210	Sexually-oriented adult entertainment establishment employee registration fee	\$30.00
10-238	Escort service application fee	\$500.00
	Escort service license fee	\$500.00
10-240	Escort service license renewal fee	\$500.00
10-243	Escort registration fee	\$25.00

10-274	Direct sales permit fee	\$50.00
	Solicitor's permit fee	\$50.00
10-342	Junk dealer annual fee	\$50.00
10-344	Junk dealer daily reporting failure fee	\$10.00
10-374	Junk collector annual fee	\$3.00
10-428	Special event fee – Simple event	
	Small non-profit event fee	
	Application fee	\$25.00
	Late application fee	\$25.00
	Special event fee – Small events	
	Athletic Event	
	Application fee	\$100.00
	Late application fee	\$50.00
	Application fee	\$50.00
	Late application fee	\$25.00
	Special event fee – Medium events	
	Athletic Event	
	Application fee	\$200.00
	Late application fee	\$100.00
	All other medium events	
	Application fee	\$175.00
	Late application fee	\$88.00
	Special event fee – Large events	
	Athletic Event	
	Application fee	\$300.00
	Late application fee	\$150.00
	All other large events	
	Application fee	\$275.00
	Late application fee	\$138.00
	Special event fee - Small budget film/ photography	
	Application fee	\$25.00
	Late application fee	\$13.00
	Special event fee - Special hazard event	
	Application fee	\$500.00
	Late application fee	\$250.00
	Reoccurring events (all types)	
	First through fourth event	100% of fee
	Fifth through tenth event	75% of fee
	Eleven or more events	50% of fee
10-458	Public vehicle business license fee	\$25.00
	Public vehicle business motor vehicle inspection fee	\$25.00
10-459	Public vehicle business operator's license fee	\$50.00
10-493	Commercial quadricycle business license fee	\$25.00
	Commercial quadricycle inspection fee	\$25.00
10-494	Commercial quadricycle operator's license fee	\$50.00
10-514	Underground sprinkler license fee	\$25.00
10-544	Lobbyist registration fee	\$20.00
10-574	Mobile food establishment license to operate fee	
	If the license is not in connection with an existing City-based business that sells food-based products	\$50.00
	If the license is in connection with an existing City-based business that sells food-based products	\$50.00

	Mobile food establishment license to operate renewal fee		
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00
10-599	Tree and brush trimmer license fee		\$25.00
10-634	Weights and measures fees		
10-634		Annual processing fee	\$30.00
		Product look-up (PLU) or scanner system	\$100.00
		Electronic cash register (ECR) interfaced with other devices (per register)	\$30.00
		Scales (1-50 lbs.) (per device)	\$35.00
		Scales (>50 lbs. up to 1,000 lbs.) (per device)	\$30.00
		Sensitive scale (prescription, jewelry, precious metal) (per device)	\$60.00
		Vehicle scales (per device)	\$100.00
		Livestock scales (per device)	\$100.00
		Auto recycling machine (per device)	\$100.00
		Vehicle tank meters, petroleum products (per device)	\$35.00
		Vehicle tank meters, lubricant products (per device)	\$35.00
		LMDs (per device or grade listed on dispenser)	\$30.00
		LMDs high output device (per device)	\$35.00
		LMDs marina fuel dispenser (per device)	\$30.00
		Coin operated timer (per device)	\$5.00
		Taxi cab meter (per device)	\$25.00
		Miscellaneous device (per hour)	\$50.00
		Re-inspection after follow-up compliance inspection (per inspection)	\$75.00
10-740	Alarm business permit fee		\$50.00
10-741	Alarm user permit fee		
10-741		For an alarm user who is residential obtaining a hold-up alarm or other burglar alarm system	\$25.00
		For an alarm user who is not residential obtaining a hold-up alarm system or burglar alarm system, a fire alarm system, or both	\$40.00
10-742	False alarm on hold-up alarms		
10-742		Premises holding a permit	
		Second false hold-up alarm	\$100.00
		Third false hold-up alarm	\$200.00
		Fourth and subsequent false hold-up alarms	\$350.00
		Premises without a permit	
		First false hold-up alarm	\$100.00
		Second false hold-up alarm	\$200.00
		Third and subsequent false hold-up alarms	\$350.00
	False alarm on alarm systems other than hold-up alarms		
		Premises holding a permit	
10-742		Second false alarm	\$50.00
		Third false alarm	\$75.00
		Fourth false alarm	\$125.00
		Fifth and subsequent false alarms	\$250.00

		Premises without a permit		
			First false alarm	\$50.00
			Second false alarm	\$75.00
			Third false alarm	\$125.00
			Fourth and subsequent false alarms	\$250.00
Chapter 16—Environment				
16-40	Erosion control permit			
		One- and two-family residential	\$100.00	
		Multi-family residential	\$150.00	
		Commercial, educational, institutional, industrial uses	\$150.00	
		Underground utilities	\$100.00	
		Other construction sites commencing a land disturbing activity	\$100.00	
		Reinspection fee	\$75.00	
16-81	Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))			\$4,200.00
16-82	Storm water management plan permit fee			\$500.00
	Private storm water management practice inspection fee			\$100.00
Chapter 18—Fire Prevention and Control				
18-66	Re-inspections for compliance with Ch. 18, Art. II, GBMC			\$75.00
18-93	Permit fee for the purchase and use within the City of those classes of fireworks or pyrotechnics authorized by said statute			\$200.00
18-93	Permit fee for the sale of fireworks within the City of those classes of fireworks authorized by statute			\$600.00
Chapter 24—Nuisances				
24-84	Unmanaged vegetative growth removal			
		Administrative charge (per parcel)	\$84.00	
		Labor cost (per hour)	\$89.00	
		Equipment cost (per hour)	\$83.00	
		Minimum total charge (1/2 hour)	\$171.00	
Chapter 28—Parks and Recreation				
28-3	Protection of parks and greenways			
		Encroachment fee	\$75.00	
28-7	Metro Boat Launch			
		Daily launch fee	\$6.00	
		Season launch pass	\$60.00	
		Seniors season launch pass	\$50.00	
		Commercial season launch pass	\$75.00	
Chapter 32—Solid Waste				
32-2	Yard waste collection			
		Hourly rate	\$231.00	
		Minimum fee (1/3 hour plus administrative fee)	\$97.00	
		Administrative fee	\$20.00	
	Bulk waste collection			
		0-3 cubic yards	\$105.00	
		3-10 cubic yards	\$210.00	
		10+ cubic yards	\$315.00	
	Appliance collection			
		Refrigerators/Freezers (each)	\$52.00	
32-2	Appliances with freon (each)			\$52.00
	All other appliances			\$35.00

	Electronics collection (each)	\$65.00
	Tipper carts	
	Garbage – 96 gallon (plus sales tax)	\$100.00
	Recycling – 96 gallon (plus sales tax)	\$100.00
	Improper cart storage (per violation)	\$39.00
	Early/Late setout (per violation)	\$66.00
	Recycling in garbage cart (per violation)	\$66.00
	Garbage in recycling cart (per violation)	\$66.00
32-3		
	Per vehicle for first vehicle licensed by any person	\$25.00
	Per additional vehicle	\$5.00
Chapter 34—Streets, Sidewalks, and Other Public Places		
34-5	Excavation/obstruction permit fee (base fee)	\$75.00
	First 100 square feet of excavation	\$38.00
	Each additional 100 square feet of excavation	\$8.00
	Permanent repair of excavated pavement	
	Asphalt streets – Administrative fee (all streets)	\$45.00
	Asphalt streets – Concrete base (sq yard)	\$85.00
	Asphalt streets – Gravel base (sq yard)	\$148.00
	Concrete streets – Administrative fee	\$45.00
	Concrete streets (sq yard)	**
	**Actual Cost from Annual Pavement Repair Contract	
34-8	Sidewalk builder's license fee	\$50.00
34-14	Sidewalk snow and ice management fees	
	Base fee (per instance)	\$71.00
	Snow/Ice removal fee (per linear foot)	\$0.28
34-64	Leicht park dock fee – Cruise ship dockage	
	Per day	\$1,500.00
	Per day/evening	\$2,000.00
Chapter 36—Subdivisions		
36-34	Review fees	
	Preliminary city/extraterritorial subdivision plat	\$150.00
	Additional fee per lot/outlot	\$35.00
	Preliminary city/extraterritorial certified survey map ("CSM")	\$250.00
	Final city/extraterritorial subdivision plat	\$150.00
	City/extraterritorial subdivision/CSM variance	\$150.00
	Preliminary condominium plat	\$250.00
	Additional fee per lot/outlot	\$35.00
	Final condominium plat	\$150.00
36-175	Subdivision Variance	\$200.00
36-558	Parkland development fee	\$350.00
36-580	Street tree fee (per tree, calculated at 1 tree per 50 linear feet of right-of-way frontage)	\$100.00
36-581	Postponement of development fee	\$100.00
Chapter 42— Utilities		
42-203	Equivalent runoff unit (ERU) credit application fee	\$50.00
Chapter 44—Zoning		
44-82	Zoning amendment fee	\$375.00
44-83	Conditional use permit fee	\$375.00
44-112	Homebased occupation fee – Initial	\$25.00

	Renewal – Annual	\$10.00
44-1552	Work done without Certificate of Appropriateness (per day)	\$50.00
44-1580	Short Term Rental Permit – Initial	\$500.00
	Short Term Rental Permit – Annual Renewal	\$250.00
44-1890	One- and two-family residential site plan approval	
	Principal use building & site development, area smaller than \$1,000 square feet	\$25.00
	Principal use building & site development, area \$1,000 square feet or larger	\$50.00
	Accessory use building, area larger than 150 square feet only	\$25.00
	Fencing – new construction	\$0.00
	Landscaping: land-disturbing activity or new structure	\$25.00
	Tower structure – new construction	\$25.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$25.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	\$25.00
	New or reconstructed subdivision or neighborhood identification signage	\$25.00
	Floodplain land use approval	\$50.00
	Shoreland/wetland land use approval	\$50.00
	Board of Appeals application and hearing fee	\$225.00
	Board of Appeals application and hearing fee for work already started or completed	\$450.00
	Multi-family residential site plan approval	
	Principal use building & site development	
	Base Fee	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00
	Accessory use building	
	Base Fee	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00
	Fencing – new construction	\$50.00
	Landscaping: land-disturbing activity or new structure	\$50.00
	Tower structure – new construction	\$50.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	
	Base Fee	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	
	Base Fee	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00
	New or reconstructed subdivision or neighborhood identification signage	\$25.00
	Floodplain land use approval	\$50.00
	Shoreland/wetland land use approval	\$50.00
	Board of Appeals application and hearing fee	\$350.00
	Board of Appeals application and hearing fee for work already started or completed	\$700.00
44-1890	Commercial, educational, institutional, industrial use site plan approval	

	Principal use building & site development		
	Base Fee	\$50.00	
	Additional fee per 1,000 sq. feet	\$5.00	
	Accessory use building		
	Base Fee	\$50.00	
	Additional fee per 1,000 sq. feet	\$5.00	
	Fencing – new construction		\$50.00
	Landscaping: land-disturbing activity or new structure		\$50.00
	Tower structure – new construction		\$50.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron		\$50.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)		\$50.00
	New or reconstructed subdivision or neighborhood identification signage		\$25.00
	Floodplain land use approval		\$50.00
	Shoreland/wetland land use approval		\$50.00
	Board of Appeals application and hearing fee		\$350.00
	Board of Appeals application and hearing fee for work already started or completed		\$700.00
44-2050	Planned Unit Development (new)		\$600.00
	Planned Unit Development (amendment)		\$250.00
Other services			
	One- and two-family residential		
	Certificate of occupancy	\$75.00	
	Floodplain certificate	\$50.00	
	Property compliance letter	\$30.00	
	Reinspection fee	\$75.00	
	Uniform dwelling code seal	\$30.00	
	Zoning certificate (initial letter)	\$50.00	
	Zoning certificate (reprinted)	\$0.00	
	Multi-family residential		
	Certificate of occupancy	\$75.00	
	Floodplain certificate	\$50.00	
	Property compliance letter	\$30.00	
	Reinspection fee	\$75.00	
	Zoning certificate (initial letter)	\$100.00	
	Zoning certificate (reprinted)	\$0.00	
	Commercial, educational, institutional, industrial uses		
	Certificate of occupancy	\$75.00	
	Business license compliance letter	\$50.00	
	Floodplain certificate	\$50.00	
	Property compliance letter	\$30.00	
	Reinspection fee	\$75.00	
	Zoning certificate (initial letter)	\$100.00	
	Zoning certificate (reprinted)	\$10.00	
Miscellaneous			
	Other miscellaneous fees may also be established by policy approved by the Council from time to time		
	Development District Map Amendment		\$200.00
	Official Map Amendment		\$200.00
	Discontinuance of a Public Utility Easement		\$200.00

	Declare City Property "City Surplus"	\$200.00
	Street Name Change	\$200.00
	Vacate Street/Alley/Pedestrian Way	\$300.00
	Comprehensive Plan Amendment	\$375.00
	Sign – Permanent (plus \$.50 per square foot)	\$40.00
	Sign – Temporary	\$40.00
	Board of Appeals Initiation – All Other	\$350.00
	Board of Appeals application and hearing fee for work already started or completed (including interpretation appeals where work has already been started or completed)	\$700.00
	Land Use Permit	\$50.00
	Temporary Use Permit	\$25.00
	Annexation	\$0.00
	Cell Tower – Buildings and Colocations	\$500.00
	Cell Tower – New Towers	\$1,000.00
	Public Utility Easement Acceptance	\$200.00
	Plan Examination Special Consultation (two or more staff reviews)	\$50.00
	Tax Incremental Financing fee	
	Projects less than \$5 million dollars	\$500.00
	Projects more than \$5 million dollars but less than \$10 million dollars	\$1,000.00
	Projects more than \$10 million dollars	\$2,500.00



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 29, 2025

PREPARED BY

AGENDA ITEM # E.2

For consideration and possible action on a Purchase and Sale Agreement for the City to purchase 1341 State Street, Parcel 1-1371, at a cost of \$2,821,000 with a \$571,000 Promissory Note to be paid to the City by the Seller for the March 2025 purchase of 3855 Finger Road, Parcel 21-24. This transaction is proceeding pursuant to approved Development Agreement 2025-01 Hoban Real Estate, LLC.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

To Approve

FISCAL IMPACT

ATTACHMENTS

- I. PSA Drop Forge 7.28.2025 Committee

PURCHASE, SALE AND LEASE AGREEMENT

THIS PURCHASE, SALE AND LEASE AGREEMENT ("Agreement") is made and entered into this ____ day of July 2025 (the "Effective Date") by and between THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("Purchaser"), and W.E. HOBAN COMPANY F/K/A CLEVELAND HARDWARE AND FORGING COMPANY, a Wisconsin corporation ("Seller"). Purchaser and Seller are each referred to herein as "Party" and collectively, as the "Parties".

RECITALS:

- A. The Parties, together with Hoban Real Estate, LLC, ("Developer"), entered into a Development Agreement on March 5, 2025, concerning Developer's acquisition of certain real property located at 3855 Finger Road, Green Bay, Wisconsin, whereby Seller also agreed to convey to Purchaser the Property described in Paragraph 1 below on the terms and conditions set forth herein (the "Development Agreement").
- B. The Development Agreement further provided Seller the right to lease back the Property (as defined below) from Purchaser on the terms specified herein.
- C. The Development Agreement further provided Seller's obligation to convey the Property shall be contingent upon acceptable results of a Phase 2 environmental site assessment supporting the redevelopment of the Property for industrial and/or commercial uses.

AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Property to be Sold and Purchased. Upon and subject to the terms, covenants and conditions hereinafter set forth, Seller shall sell and convey to Purchaser and Purchaser shall purchase and acquire from Seller, on the Closing Date (as hereinafter defined) all right, title and interest in and to the following described property (collectively referred to as the "Property"):

1.1 Land. The real property located at 1341 State Street, Green Bay, Wisconsin, Tax Parcel 1-1371, together with all right, title and interest of Seller in and to all easements, rights of way, privileges and appurtenances belonging or appertaining to such real property (hereinafter collectively referred to as the "Land").

1.2 Improvements. All buildings, permanent fixtures (except as addressed in the Lease Addendum, attached hereto as Exhibit A), and improvements of every kind and nature and description and presently situated on, in or under, or hereinafter erected on the Land (hereinafter, the foregoing are collectively referred to as the "Improvements"). (The Land and Improvements are hereinafter collectively referred to as the "Real Property").

1.3 Lease Back. Seller shall lease the Real Property from Purchaser for a period of up to ten (10) years, commencing on the Closing Date to allow for Seller to phase out of its current operations and use. Seller's tenancy shall be subject to the terms of the Lease Addendum.

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be the amount of Two Million Eight Hundred Twenty One Thousand and 00/100 Dollars (\$2,821,000.00), subject to any credits, adjustments and prorations, shall be payable to Seller by immediately available funds on the Closing Date.

3. Seller's Information Deliveries. Seller shall deliver to Purchaser within ten (10) days after the Effective Date the following:

3.1 Documents. Copies of all written contracts and a written description of all material terms of all service agreements, utility agreements, and any other unwritten or oral contracts affecting the Property or its operation, ("Contracts"); copies of all permits; copies of all plans; copies of any and all reports, audits, investigations or studies in Seller's possession or control relating to the Real Property (including, without limitation, soils reports and Phase I and Phase II environmental reports); copies of all declarations of restrictions, reciprocal easement agreements, other public agreements and other covenants pertaining to the Real Property (including all amendments thereto); copies of all federal or state approvals affecting the Property or pertaining to the Property; a copy of all of Seller's existing surveys of the Real Property; and a copy of Seller's existing title insurance policy. Other than the documents provided pursuant to the foregoing, Seller represents that, to its actual knowledge, it is not aware of any other documents with material information regarding condition or operations of the Property. Notwithstanding the foregoing, Seller makes no representations or warranties as to the completeness, accuracy, or continued validity of any such documents and shall have no liability with respect thereto. All deliveries shall be made "AS IS," without representation or warranty, and subject to Purchaser's independent verification.

4. Title Insurance.

4.1 Title Deliveries. Seller shall deliver to Purchaser, at Seller's expense, not more than ten (10) business days after the Effective Date, a title insurance commitment (hereinafter referred to as the "Title Commitment") issued by Liberty Title & Abstract, Inc. (the "Title Company"), pursuant to which the Title Company shall agree to issue to Purchaser a standard ALTA Owner's Policy of Title Insurance in the full amount equal to the Purchase Price insuring good and marketable title to the Real Property (expressly including all easements and appurtenances thereto), subject to permitted exceptions, and containing a complete copy of each such easement, restriction, limitation or condition of title which is referred to in the Title Commitment, as well as current special assessment information to the extent available from the public records. The Title Commitment shall provide for the deletion of all standard exceptions and other matters not expressly permitted hereunder upon satisfaction of any requirements set forth in the Title Commitment. The title policy shall be issued at Closing and shall include, at Seller's expense, a GAP endorsement. Any endorsements to the title policy, extended coverage, or additional title insurance requested

by Purchaser beyond what Seller is required to provide hereunder shall be obtained at Purchaser's sole cost and expense.

4.2 Survey. Purchaser may obtain an ALTA/NSPS survey of the Real Property, at its sole cost and expense, dated after the Effective Date (the "Survey") prepared by a surveyor licensed in the State of Wisconsin.

4.3 Objection to Title. Purchaser may, within ten (10) business days (the "Title Objection Period"), object in writing to any matter identified on the Title Commitment or revealed on the Survey, if obtained, that would materially and adversely affect Purchaser's intended use of the Real Property. Any matters which are shown or referred to in the Title Commitment and to which Purchaser does not object within the Title Objection Period shall be deemed to be Permitted Exceptions (as defined below) in the Real Property. With regard to items to which Purchaser does object prior to the expiration of the Title Objection Period, Seller shall have fifteen (15) business days (the "Title Cure Period") in which to cure or commence or agree to cure such objections. If Seller elects not to cure one or more objections, or fails to respond within the Title Cure Period, then Purchaser may, as its sole remedy, either (a) waive such objections and proceed to Closing with no reduction in the Purchase Price, or (b) terminate this Agreement by delivering written notice to Seller within five (5) business days following expiration of the Title Cure Period, in which case neither Party shall have any further obligation under this Agreement, except for those obligations which expressly survive termination.

4.4 "Permitted Exceptions" shall mean all exceptions contained in the Title Commitment or Survey (a) to which Purchaser does not object as herein provided or (b) as to which Purchaser has waived or is deemed to have waived its objection; provided, however, that the term Permitted Exceptions shall in no event include, and Seller shall be required to cure (i) any taxes or assessments other than general real estate taxes for the year of Closing, not yet due and payable; (ii) any monetary judgments, liens or encumbrances of record; (iii) any standard printed exceptions; or (iv) any matters that, prior to Closing, Seller agrees in writing to remove or cure at or before the Closing.

5. Inspections: Due Diligence.

5.1 Access. At any time from and after the Effective Date through the Closing Date, Purchaser and its agents and contractors, shall have the right to enter the Real Property during normal business hours, while accompanied by a representative of Seller, to investigate the condition of title to the Property, the physical condition of the Real Property, and all matters relevant to the acquisition, usage, operation, valuation and marketability of the Real Property, as Purchaser deems appropriate. Such right of investigation shall include, without limitation, the right to have made, at Purchaser's expense, any appraisals, and any tests, studies and inspections of the Real Property as Purchaser may deem reasonably necessary or appropriate, including, without limitation, structural and mechanical, tests and inspections, and environmental inspections, tests and audits. Purchaser shall conduct all such activities in a manner that does not unreasonably interfere with any existing operations or occupants, and shall promptly restore any portion of the Real Property disturbed by such activities to substantially the same condition

existing prior to entry. Purchaser shall not conduct any invasive or subsurface testing (including, without limitation, any Phase II environmental assessments) without Seller's prior written consent, such consent is not to be unreasonably withheld.

5.2 Termination Right. The period commencing on the Effective Date and ending on the date that is thirty (30) days after the Effective Date is referred to herein as the "Inspection Period". Purchaser shall have the right to terminate this Agreement in its sole and absolute discretion, for any reason or no reason, at any time by delivering notice to Seller on or before the expiration of the Inspection Period. Upon such termination, Purchaser shall have no further obligation under this Agreement. Notwithstanding Purchaser's termination right, the TIF PAYGO incentives available to Seller under section III.B.3 of the Development Agreement shall remain in place, provided that Seller continues to comply with the requirements of the Development Agreement, except for the property transfer requirement set forth in Section III.B.2 thereof.

5.3 Promissory Note. In the event that the purchase of the Real Property does not close for any reason, other than a breach by Seller, including, but not limited to, failure by Buyer to obtain necessary approvals from its Common Council or a decision by Buyer to not proceed with the transaction for any other lawful reason, the Seller Financing Addendum and Promissory Note associated with Seller's March 2025 purchase of 3855 Finger Road, Green Bay, Wisconsin (Tax Parcel No. 21-24) in the amount of \$571,000 shall automatically terminate and be of no further force or effect. In such event, Buyer shall have no further payment or performance obligations under the Seller Financing Addendum and Promissory Note.

6. Seller's Representations and Warranties. Seller represents and warrants to Purchaser as a material inducement to Purchaser to enter into this Agreement and purchase the Property as follows:

6.1 No Possessory Rights. To Seller's actual knowledge, there are no parties in possession of the Real Property or any portion thereof, and, at Closing, there will be no rights of possession, use or otherwise regarding any part of the Real Property which Seller will have granted to any person or entity.

6.2 No Contracts. There are no Contracts (including, but not limited to, maintenance, repair, operation, use, billboard, advertising, management, license, franchise, service, use, occupancy, provider, equipment, maintenance or other contracts) which shall be binding upon Purchaser, or which shall run with the land or bind or affect any part of the Property after the Closing, other than the Lease Addendum (attached hereto as Ex A) and the Environmental Addendum (attached hereto as Ex B).

6.3 No Third Party Interests. There is no option, contract or other agreement of any kind or nature with respect to the purchase, sale or lease of the Real Property, or any portion thereof.

6.4 Permits. All building permits, certificates of occupancy, business licenses and, without limitation, all other notices, licenses, permits, certificates and authority, required

in connection with the construction, use or occupancy of the Real Property have been obtained and are in effect and in good standing and the leasing, operation and use of the Property is in compliance, in all material respects, with such notices, licenses, permits, certificates and authority.

6.5 Compliance with Law. Seller has not received any notice of and has no knowledge of the existence of any violations of all applicable municipal and other governmental laws, ordinances, regulations, codes, licenses, permits and authorizations, and there are presently and validly in effect all licenses, permits and other authorizations necessary for the use, occupancy and operation of the Property as it is presently being or was most recently operated. Without limiting the foregoing, the Property fully complies with all applicable requirements of the federal Americans With Disabilities Act, as amended. Seller has no knowledge that any heating or other burning equipment located at or used in connection with the Property violates any law or regulation of any governmental authorities having jurisdiction over the Property. No building code, health, fire, safety or other law, order, or regulation is, or on the Closing Date will be, violated by the continued maintenance, operation, or use of any Property or other improvements or parking areas in the Property, and no notice of any such violation has been issued by any governmental authorities having jurisdiction over the Property.

6.6 Compliance with Restrictive Covenants. The current use of the Real Property does not violate in any material respect any restrictive covenants of record affecting any of the Real Property.

6.7 FIRPTA. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those items are defined in the Internal Revenue Code and Income Tax Regulations).

6.8 Bankruptcy. Neither Seller nor its affiliates is the subject of any bankruptcy proceeding, receivership proceeding or other insolvency, dissolution, reorganization or similar proceeding.

6.9 No Actions. Except as provided in Section 14.3, there are no actions, suits, proceedings or claims pending or, to the knowledge of the Seller, threatened with respect to or in any manner affecting the Real Property or the ability of the Seller to consummate the transactions contemplated by this Agreement.

6.10 Title to Real Property. Seller holds fee simple title to the Property and Seller has no notice or knowledge of any planned, pending or contemplated condemnation or similar action or proceeding with respect to the Real Property nor any part thereof.

6.11 Litigation. There is no pending or threatened litigation that affects the Property or that could affect the transaction contemplated hereby.

6.12 Authority of Seller. Seller is a duly incorporated and existing corporation and in current standing in the State of Wisconsin. Seller has the full right and authority to enter into this Agreement and consummate the transactions contemplated hereby. All requisite

action has been taken by Seller in connection with the execution of this Agreement and the documents referenced herein and the consummation of the transactions contemplated hereby. Each of the persons signing this Agreement on behalf of Seller is authorized to do so and no third party consent is required for Seller to consummate the transaction contemplated hereunder.

6.13 Utilities and Access. To Seller's knowledge, the Property has adequate water supply, storm and sanitary sewage facilities, telephone, gas, electricity, fire protection, means of ingress and egress to and from public highways and, without limitation, other required public utilities. All streets and roads necessary for access to or full utilization of the Property or any part thereof have been completed and are public streets. No additional easements (other than those presently in effect and included in the Permitted Exceptions) are required for such access and utilization or in connection with any utilities. To Seller's knowledge, no fact, condition or proceeding exists which would result in the termination or impairment of the furnishing of or an increase in rates for services to the Property of water, sewer, gas, electric, telephone, drainage and other such utility services. The facilities servicing the Property are in compliance with all applicable governmental rules and regulations.

6.14 Hazardous Substances. Except as provided in the Environmental Addendum and subject to Section 14.3, to Seller's knowledge (i) the Real Property, the use thereof, and any operations now or heretofore conducted at the Real Property, are, and have been, in compliance with all Environmental Laws (as hereinafter defined); (ii) all federal, state and local permits, licenses, registrations and authorizations required for the use of and operations at the Real Property have been obtained; (iii) there are currently no violations of such permits, licenses, registrations or authorizations; (iv) there have been no releases of Hazardous Substances at, on or under the Real Property which would or could give rise to a cleanup or remediation obligation under any Environmental Laws; (v) the Real Property has not been used for the treatment, storage or disposal of any Hazardous Substance as such treatment, storage or disposal may be regulated under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. or its state counterparts, as amended and/or reauthorized, and regulations promulgated thereunder; (vi) there are no underground or above ground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline and heating oil, which are currently or which were previously located on or in the Real Property; and (vii) there are no radioactive materials, polychlorinated biphenyl, asbestos, urea-formaldehyde foam insulation, poly vinyl chloride, petroleum, or any substance or compound containing any of the foregoing located on or in the Real Property.

6.14.1 "Environmental Laws" means all federal and state laws, whether common laws, court or administrative decisions, statutes, rules, regulations, ordinances, court orders and decrees, and administrative orders and all administrative policies and guidelines concerning action levels of a governmental authority (federal, state or local) now or hereafter in effect relating to the environment, public health, environmental, occupational safety, industrial hygiene, any Hazardous Substance (including, without limitation, the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof),

or the environmental conditions on, under or about the Real Property as amended and as in effect from time to time (including, without limitation, the following statutes and all regulations thereunder as amended and in effect from time to time: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. 11001, et seq.; the Clean Air Act, 42 U.S.C. 7402 et seq.; the Safe Drinking Water Act, 42 U.S.C. 300(f) et seq., the Solid Waste Disposal Act, 42 U.S.C. 6901 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 1801, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. §§2601, et seq.; Wis. Stat. § 292.11, et seq.; and any successor statutes and regulations to the foregoing).

6.14.2 "Hazardous Substances" means (a) all chemicals, materials and substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials, extremely hazardous wastes, restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law; and (b) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, asbestos and asbestos-containing materials in any form, lead-based paint, radioactive materials, polychlorinated bisphenols ("PCB's"), and substances and compounds containing PCB's.

7. Seller's Undertakings Pending Closing or Termination of Agreement.

7.1 Operation of the Property. Until the earlier of the Closing or the termination of this Agreement, Seller shall at its cost and expense:

7.1.1 Status of Title. Not do anything, or permit anything to be done, that would impair or modify the status of title as shown on the Title Commitment.

7.1.2 Operation. Operate, repair and maintain the Real Property in the ordinary course consistent with past practice, reasonable wear and tear excepted.

7.1.3 Insurance. Maintain in full force and effect an "all risk" insurance policy covering the Improvements in an amount not less than the full replacement cost.

7.1.4 Contracts. Not enter into any new Contracts or any amendment or renewal of an existing Contract unless (a) Purchaser has approved the same, (b) the same is entered into in the ordinary course of business and is terminable upon thirty (30) days prior written notice, or (c) the same terminates prior to the Closing.

7.2 Advise Purchaser. Until the earlier of the Closing or the termination of this Agreement, Seller shall notify Purchaser in writing promptly upon learning or receiving notice of:

7.2.1 Events. Any event, transaction, or occurrence prior to Closing that could materially and adversely affect any of the Property.

7.2.2 Representations. Any fact or event that would make any of the representations or warranties of Seller contained in this Agreement untrue or misleading in any material respect or that would cause Seller to be in violation of any of its covenants or other undertakings or obligations hereunder.

7.2.3 Laws. Any violation of any law, ordinance, regulation or law that would or might materially affect any of the Property.

7.2.4 Zoning. Any proposed change in any zoning or other law affecting the use or development of any of the Property.

7.2.5 Litigation. Any pending or threatened litigation that affects any of the Leases or Property or that could affect the transaction contemplated hereby.

7.2.6 Bankruptcy. Any pending or threatened proceeding in bankruptcy or insolvency that could affect any of the Property or any person owning any interest therein.

7.2.7 Defaults. Any default under any contracts or other agreements affecting any of the Property, or any act or omission that with notice or the passage of time, or both, would constitute such a default.

7.2.8 Assessments. Any notice from any governmental authority or agent thereof pertaining to the assessment or reassessment of the Real Property or any notice of special improvements the cost of which may be assessed against the Real Property.

7.2.9 Environmental. Any (a) enforcement, clean-up, removal or other governmental or regulatory action concerning the Property instituted, completed or threatened pursuant to any Environmental Law; (b) any claim made or threatened by any person against Purchaser and/or Seller, or the Property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances; (c) reports made to any environmental agency arising out of or in connection with any Hazardous Substance in, on or about the Property or with respect to any Hazardous Substance in, on or about the Property or with respect to any Hazardous Substance removed from the Property including, without limitation, any complaints, notices, warnings, reports or asserted violations in connection therewith; and (d) Hazardous

Substance that Seller knows has been, or will come to be, released or located within, under or about the Property.

8. Closing Condition Satisfaction. Subject to any applicable notice and cure periods provided herein, in the event the Closing Conditions are not satisfied on or before the Closing Date (unless the same is due to a Purchaser Default), then at Purchaser's sole election: (i) the Closing Date may be extended for a reasonable period of time to allow for the same to be satisfied, (ii) Purchaser may elect to proceed with the Closing, or (iii) Purchaser may elect to terminate this Agreement upon written notice to Seller.

9. Closing.

9.1 Time of Closing. The closing of the transaction contemplated herein (the "Closing") shall take place on or prior to August 31, 2025 (the "Closing Date"), or at such other time and date as the Parties may agree. The Closing shall take place at the offices of the Title Company that issues the title insurance for the sale or such other place as the Parties may agree. In the event the Closing does not occur, the TIF PAYGO incentives available to Seller under Section III.B.3 of the Development Agreement shall remain in place, provided that Seller continues to comply with the requirements of the Development Agreement, except for the property transfer requirement set forth in Section III.B.2 thereof.

9.2 Deliveries. At Closing:

9.2.1 Deed. Seller shall deliver to Purchaser a duly executed and acknowledged special warranty deed conveying the Real Property to Purchaser, free and clear of all matters affecting title, except for the Permitted Exceptions.

9.2.2 Title Policy. Seller shall, at Seller's expense, cause the Title Company to issue the title policy pursuant to the Title Commitment as required hereunder.

9.2.3 Possession. After closing, Seller shall retain possession of the Real Property subject to the terms of the Lease Addendum.

9.2.4 Affidavit. Seller shall execute and deliver to Purchaser and Title Company an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

9.2.5 Seller's Certificate. Seller shall execute and deliver to Purchaser a certificate confirming that the Seller's representations and warranties as described in this Agreement are true and correct as of the Closing Date.

9.2.6 Title Documents. Seller shall execute and deliver to the Title Company such agreements, affidavits and statements concerning parties in possession of the Real Property or claims for mechanic's or construction liens or broker's liens, as may be reasonably required by Title Company in order to issue the title policy.

9.2.7 Authority of Seller. Seller shall deliver to Purchaser and Title Company a copy of any and all documents reasonably required by Purchaser or the Title Company authorizing and approving the sale by Seller and authorizing the person signing all documents for and on behalf of Seller.

9.2.8 Additional Documents. Seller and Purchaser shall each execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

10. Prorations and Adjustments.

10.1 Taxes/Assessments. Seller shall promptly pay when due all real and personal property taxes on the Property for all years prior to the year of Closing. Real and personal property taxes shall be prorated at Closing based on the net general taxes for the current year, if known, otherwise on the basis of the net general taxes for the preceding year at the rate of one hundred percent (100%) thereof, and re-prorated upon receipt of the current year invoice. Seller shall pay at Closing the full amount of all special assessments affecting the Real Property prior to the Closing Date.

10.2 Liens and Encumbrances. The amount of any mortgage, lien or other monetary encumbrance then affecting the Property shall be paid in full by Seller at Closing.

10.3 Closing Costs. Seller shall pay the premium for the title policy required hereunder, including the cost of endorsements listed in Section 4.1 herein, all real estate transfer taxes, and all recording costs for the release of any of Seller's mortgages. Purchaser and Seller shall each pay one half of any escrow charges. Each Party shall pay for its own attorney's fees.

10.4 Settlement Statement. At the Closing, Seller and Purchaser shall execute a closing settlement statement to reflect the credits, prorations and adjustments contemplated by or provided for in this Agreement.

10.5 Post-Closing Adjustments. Purchaser and Seller shall undertake, following Closing, to adjust between themselves, as of the Closing Date, any income or expenses of the Property that are the subject of proration but were not adjusted on the settlement statement. Seller shall pay promptly upon receipt any and all bills relating to the operation of the Property for periods prior to Closing.

11. Casualty Damage. In the event that the Improvements are damaged by any casualty prior to Closing, Seller shall promptly give Purchaser written notice of such occurrence, and as soon thereafter as practicable shall provide Purchaser with an estimate made by an architect, engineer or contractor selected by Seller of the cost and amount of time required to repair such damage. Purchaser shall be given five (5) business days in which to review and approve any construction contract that Seller proposes to enter into to have such damage repaired, and Purchaser shall not

unreasonably withhold or delay such approval. If such repairs are not completed on or before the Closing Date, then at Purchaser's option (which shall be exercised by notice to Seller given on or before the Closing Date), either (a) the Closing Date shall be extended by the period of time that Seller's architect, engineer or contractor then estimates it will take to complete the repairs and, upon completion thereof, the Parties shall schedule a new Closing Date (not later than ten (10) days following such completion) on which the Closing shall occur in accordance with the terms hereof, or (b) the Closing shall take place as scheduled and Purchaser shall retain responsibility to perform the repairs.

12. Condemnation.

12.1 Notice. If, prior to Closing, Seller learns of any actual or threatened, taking in condemnation or by eminent domain (or a sale in lieu thereof) of any of the Real Property, or if any competent authority commences appropriate proceedings therefore, Seller shall notify Purchaser promptly thereof.

12.2 Termination. Any actual or threatened taking or condemnation, or any commencement of appropriate proceedings therefore, for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of any of the Real Property between the date of this Agreement and the Closing Date shall, at Purchaser's option, cause a termination of this Agreement. The election to terminate provided hereby shall be exercised by Purchaser by written notice to Seller to that effect given within ten (10) days following Purchaser's receipt of Seller's notice pursuant to Section 12.1 above. Upon delivery of such termination notice, both Parties shall be relieved of any further obligations hereunder except for any surviving obligations. If Purchaser shall not so elect to terminate this Agreement, Seller shall be relieved of all obligations under this Agreement with respect to the portion of the Real Property so taken or condemned, but Purchaser shall be entitled to receive all proceeds of any such taking or condemnation, and Seller agrees that it shall not make any adjustment or settlement of any such taking or condemnation proceeding without Purchaser's consent and shall take at Closing all action necessary to assign its entire interest in such award to Purchaser.

13. Remedies.

13.1 Breach by Seller. Time is of the essence with respect to each of the Seller's obligations hereunder. If Seller fails to materially comply with any of its obligations hereunder, Purchaser, at Purchaser's option, shall, be entitled to treat this Agreement as being in full force and effect, and Purchaser shall be entitled to specific performance of this Agreement and other equitable remedies as a court of law may impose.

13.2 Breach by Purchaser. Time is of the essence with respect to Purchaser's obligations hereunder. If Purchaser fails to complete the acquisition as herein provided by reason of any default by Purchaser, Seller, as its sole and exclusive remedy, shall be entitled to treat this Agreement as terminated, and both Parties shall be discharged from all duties and further performance hereunder. Notwithstanding such termination, the TIF PAYGO incentives available to Seller under Section III.B.3 of the Development Agreement shall

remain in place, provided that Seller continues to comply with the requirements of the Development Agreement, except for the property transfer requirement set forth in Section III.B.2 thereof.

14. Indemnities.

14.1 Breach of Representation, Warranty, or Covenant.

14.1.1 Seller's Indemnification. Seller shall hold harmless, indemnify, and defend Purchaser, its agents, managers, officers, affiliates, shareholders, employees, and their respective successors and assigns (each a "Purchaser Indemnified Party"), from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the Purchaser Indemnified Party incurs by reason of a breach by Seller of any of the warranties, representations or covenants of Seller contained in this Agreement, including any exhibits, schedules, addenda, or attachments thereto.

14.1.2 Purchaser's Indemnification. Purchaser shall hold harmless, indemnify, and defend Seller, its agents, managers, officers, affiliates, shareholders, employees, and their respective successors and assigns (each a "Seller Indemnified Party"), from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the Seller Indemnified Party incurs by reason of a breach by Purchaser of any of the warranties, representations, or covenants of Purchaser contained in this Agreement, including any exhibits, schedules, addenda, or attachments thereto.

14.2 Other Third Party Claims.

14.2.1 Seller's Indemnification. Seller shall hold harmless, indemnify and defend Purchaser from and against any and all claims and liability, and expenses related thereto (including reasonable attorneys' fees), which Purchaser incurs by reason of any alleged injury or damage to the person or property of another based upon an event or condition occurring (or alleged to have occurred) prior to Closing.

14.2.2 Purchaser's Indemnification. Purchaser shall hold harmless, indemnify and defend Seller from and against any and all claims and liability, and expenses related thereto (including reasonable attorneys' fees), which Seller incurs by reason of any alleged injury or damage to the person or property of another based upon an event or condition occurring (or alleged to have occurred) after Closing.

14.3 Environmental Indemnification by Seller. Subject to the terms of the Environmental Addendum, from and after the Closing, Seller shall, hold harmless, indemnify and defend Purchaser against and in respect of any and all claims, proceedings, demands, assessments, audits, losses, fines, judgments, costs and other expenses (including, without limitation, reasonable legal fees and expenses) suffered or incurred by any Purchaser Indemnified Party, arising out of or as a result of: (i) any violation of any applicable Environmental Laws relating to the Property or the business operated on the

Property arising out of related to events occurring during Seller's ownership of the Property prior to Closing; (ii) any investigation, inquiry, order, hearing, action, or other proceeding by or before any governmental agency relating to Hazardous Substances arising out of related to events occurring during Seller's ownership of the Property prior to Closing; (iii) any remediation, investigation, monitoring or other work required by Environmental Laws, required by a governmental authority, arising out of related to events occurring during Seller's ownership of the Property prior to Closing; or (iv) any claim brought or asserted against any Indemnified Party, which directly or indirectly relates to, arises from or is based on any of the matters described in the foregoing clauses (i), (ii), or (iii) or any allegation of such matters. Seller agrees to reimburse the Purchaser for all costs paid by the Purchaser that are the responsibility of the Seller pursuant to the Environmental Addendum. Notwithstanding the foregoing, Seller shall have no liability under this Section to the extent any such claims or losses (a) are caused by Purchaser's actions after Closing, (b) relate to a condition disclosed in any environmental report or document provided to Purchaser prior to Closing, provided that if WDNR pursues the Seller as the causer or otherwise the Responsible Party, the Purchaser shall not indemnify the Seller, or (c) are otherwise assumed or accepted by Purchaser pursuant to the Environmental Addendum.

15. General Provisions.

15.1 Brokers. Each Party represents and warrants to the other that there are no brokerage or finder's fees or commission that are or may be due in connection with the transaction contemplated by this Agreement. Purchaser and Seller shall each indemnify, defend and hold the other Party, and their respective members, agents, employees, representatives, successors and assigns, harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, reasonable attorneys' fees) resulting from the breach by the indemnifying party of the representation and warranty set forth in the preceding sentence.

15.2 Patriot Act. Each Party represents to the other that it is not listed on the specially designated nationals and blocked persons list maintained by the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the "Order") and/or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to the Order or any other applicable orders.

15.3 Section 1031. Seller has elected to assign this Agreement to a qualified intermediary or third party to complete a like kind exchange of property in accordance with Section 1031 of the Internal Revenue Code of 1987, as amended (a "1031 Transaction"). Each Party agrees to cooperate with the other Party in completing such 1031 Transaction, provided, however, any such election shall be at no cost or liability to the non-electing Party. The non-electing Party may enforce any and all representations, warranties, covenants and other obligations of the electing party under this Agreement directly against the electing Party.

15.4 Further Assurances. Each of the Parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may be required to carry out the intent and purposes of this Agreement.

15.5 Entire Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom such waiver is sought to be enforced. This Agreement contains the entire agreement between the Parties relating to the purchase and sale of the Premises. All prior negotiations between the Parties are merged into this Agreement; and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the Parties other than as herein set forth.

15.6 Survival. All of the Parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged by or through the Closing, shall not be deemed merged into any instrument delivered at Closing, shall survive Closing.

15.7 Dates. If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

15.8 Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

15.9 Notices. All notices, demands or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of the immediately following business day after deposit with Federal Express or a similar overnight carrier service, addressed as follows; or as of the day when delivered if by electronic mail to the addresses set forth below.

If to Purchaser: City of Green Bay
 Attn: Law Department
 100 North Jefferson Street
 Green Bay, WI 54301
 E-mail:law@greenbaywi.gov

If to Seller: W.E. Hoban Company
 Attn: William M. Hoban
 1341 S State Street
 Green Bay, WI 54304
 E-mail: bhoban@wehoban.com

with a copy to: Law Firm of Conway, Olejniczak & Jerry, S.C.
 Attn: Attorney James M. Ledvina
 PO Box 23200
 Green Bay, WI 54305
 E-mail: jml@lcojlaw.com

Any address or facsimile number or e-mail address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Paragraph 15.9.

15.10 Headings. All headings used in this Agreement are for purposes of convenience and reference only, and shall not be construed as modifying or affecting the terms hereof.

15.11 Assignment. Purchaser may assign this Agreement, in whole or in part, without the consent of Seller upon notice to Seller provided that any assignee shall assume all obligations imposed on Purchaser as if the assignee were the original purchaser under this Agreement, and such assignment shall release the assignor.

15.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and assigns.

15.13 Counterparts/Facsimile. This Agreement may be executed in any number of counterparts and by facsimile copy or “PDF” copy delivered by electronic mail, each of which shall be deemed to be an original instrument and all of which taken together shall constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the date first above written.

PURCHASER:

CITY OF GREEN BAY, WISCONSIN

By: _____

Name: _____

Title: _____

SELLER:

W.E. HOBAN COMPANY F/K/A CLEVELAND
HARDWARE AND FORGING COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT A
LEASE ADDENDUM

[See attached.]

EXHIBIT B
ENVIRONMENTAL ADDENDUM

[See attached.]

Exhibit A-LEASE ADDENDUM
(1341 State Street, Green Bay, Wisconsin)

THIS LEASE ADDENDUM (this “Lease”) is effective as of August __, 2025 (the “Effective Date”), by and between THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“Landlord”), and W.E. HOBAN COMPANY F/K/A CLEVELAND HARDWARE AND FORGING COMPANY, a Wisconsin corporation (“Tenant”). Landlord and Tenant may each be referred to herein as a “Party” or together as the “Parties.”

RECITALS:

- A. This Lease is incorporated into and a material part of that certain Purchase, Sale and Lease Agreement (“Agreement”) between the Parties dated July __, 2025.
- B. This Lease has been entered into to allow Tenant to transition from the Real Property to its new operational location and to allow Tenant sufficient time to wind down its operations. It is not intended to be establish a long-term relationship and Tenant is expected to use all appropriate diligence to move to its new location as quickly as possible. Notwithstanding the foregoing, nothing in this recital shall be construed to require Tenant to vacate the Real Property prior to the expiration of the Lease term or any earlier date expressly provided for in the Lease.
- C. Unless otherwise defined herein, all terms defined in the Agreement shall have the same meaning in this Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Demise. Landlord does hereby lease, let and demise unto Tenant, and Tenant does hereby lease and rent from Landlord, the Real Property together with all appurtenances, rights, easements and rights of way incident thereto, on the terms and conditions set forth in this Lease.
- 2. Original Term. The initial term of this Lease (the “Initial Term”) shall commence on the Effective Date and expire at 11:59 p.m. local time in Green Bay, Wisconsin on the date which is the tenth anniversary of the Effective Date, unless otherwise terminated or extended as provided in this Lease.
- 3. Tenant Termination. Tenant shall have the right to terminate the Lease without penalty upon one hundred eighty (180) days written notice to Landlord.
- 4. Landlord Termination and Additional Lease Term. Landlord may provide written notice to Tenant to terminate the Lease no earlier than one hundred eighty (180) days prior to, and no later than one hundred twenty (90) days prior to, the eighth (8th) anniversary of the Effective Date. If Landlord timely delivers such notice, the Lease shall terminate effective as of the tenth (10th)

anniversary of the Effective Date. In the event Landlord does not provide timely notice to terminate under this Section, the Lease term shall be extended for an additional six (6) years following the expiration of the Initial Term (the "Renewal Term"). The Initial Term and the Renewal Term are referred to collectively herein as the "Term."

5. Landlord's Development Option. During the Initial Term, Landlord shall maintain an option to develop portions of the Real Property that are not occupied or utilized by Tenant, provided Landlord's activities shall not interfere with Tenant's operations. Should Landlord exercise this option, the Landlord and Tenant will mutually agree upon the portions of the Real Property available for development. In the event that any portion of the Improvements on the Land that are to be demolished or remodeled as part of such development, prior to the termination of this Lease Addendum, contain any equipment or personal property of Tenant, such equipment or personal property shall be removed or disposed of by Landlord, at Landlord's sole cost and expense. Any demolition required for redevelopment shall be the Landlord responsibility. For the avoidance of doubt, at Lease termination, all the Tenant's personal property, furniture, trade fixtures, shelves, bins, inventory, equipment, and machinery shall be removed at the Tenant's expense.

6. Lease Payments. The initial Lease Payment shall be due and payable on the Effective Date and, if the Initial Term commences on a date other than the first (1st) day of a calendar month, the monthly Lease Payment for that first month shall be pro-rated on a daily basis based on a 365-day calendar year based on the number of days remaining in that calendar month. Thereafter, Lease Payments shall be due and payable in advance on the first (1st) day of each calendar month during the Term in equal monthly installments, based on the following annual rental amounts:

Year 1: \$18,129.00 (monthly: \$1,510.75)

Year 2: \$18,492.00 (monthly: \$1,541.00)

Year 3: \$18,861.00 (monthly: \$1,571.75)

Year 4: \$19,239.00 (monthly: \$1,603.25)

Year 5: \$19,623.00 (monthly: \$1,635.25)

Year 6: \$21,585.00 (monthly: \$1,798.75)

Year 7: \$23,744.00 (monthly: \$1,978.67)

Year 8: \$26,119.00 (monthly: \$2,176.58)

Year 9: \$28,731.00 (monthly: \$2,394.25)

Year 10: \$31,604.00 (monthly: \$2,633.67)

Year 11: \$34,764.00 (monthly: \$2,897.00)

Year 12: \$38,240.00 (monthly: \$3,186.67)

Year 13: \$42,065.00 (monthly: \$3,505.42)

Year 14: \$46,271.00 (monthly: \$3,855.92)

Year 15: \$50,898.00 (monthly: \$4,241.50)

Year 16: \$55,988.00 (monthly: \$4,665.67)

“Lease Payments” shall be deemed part of the rent amounts payable by Tenant to Landlord under this Lease as set forth above.

Tenant covenants and agrees to make the Lease Payments promptly when due without notice or demand therefore and, shall be paid without any abatement, deduction, or setoff. Tenant covenants and agrees to make the Lease Payments in lawful money of the United States, to Landlord at Landlord’s address as provided in Section 18 of this Lease. Tenant’s covenant to make the Lease Payments is independent of every other covenant in this Lease.

7. Use of the Real Property. During the Term, Tenant may use the Real Property for operations consistent with its past use as a drop forge facility, including continued operation under the current noise variance issued by the applicable government authority. Tenant may use the Real Property for other uses only upon the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant will use the Real Property in a manner which is in compliance with all Laws and will not commit waste.

8. Triple Net Lease. Except for property taxes, Tenant shall be solely responsible for all the Real Property’s expenses in addition to the Lease Payments during the Lease Term, including maintenance, insurance, utilities, and costs associated with keeping the interior of the Improvements on the Land in good condition and repair and in a neat and clean condition, reasonably wear and tear excepted; provided, however, if any repair which would otherwise be Tenant’s responsibility pursuant to this Section 8 is occasioned by the negligence or fault of Landlord, its agents, employees or invitees, in performing any redevelopment work on the Real Property, then such repair or replacement shall be performed by Landlord, at Landlord’s cost and expense. Notwithstanding any of the foregoing, and except for maintenance or repairs required to be made by Tenant as set forth in this Section 8, above, Landlord shall have no obligation to maintain, repair or replace the Improvements, including, but not limited to, any necessary repair, maintenance and/ or replacement of the mechanical, plumbing, electrical and heating, ventilation and cooling system servicing the Improvements nor keep the foundation, roof and all structural components of the Improvements in good condition. Should Tenant wish to undertake any of these repairs or obligations, Tenant shall give notice of intent to make such repairs and request permission from Landlord, such permission not to be unreasonably withheld.

9. Alterations. Tenant may not make or suffer to be made any additions, alterations, improvements or changes (collectively, “Alterations”) in or to the Real Property without the prior written consent of Landlord. However, Tenant may, without the requirement of obtaining Landlord’s consent (and instead only upon written notice provided to Landlord not less than ten (10) Business Days prior to the initial commencement of construction of the Alterations being

required), make such nonstructural alterations and improvements in or to the Real Property, up to a cost of not more than \$50,000, as may be proper or necessary for the conduct of its business and which are otherwise consistent with the requirements of this Lease and with Laws. Any Alterations shall be completed promptly, in a good and workmanlike manner. The cost of any Alterations shall be paid in full by Tenant, in cash or its equivalent, so that the Real Property shall be free of liens for labor and materials supplied or claimed to have been supplied to or in connection with the Real Property. Any Alterations to the Real Property by Tenant may be removed by Tenant at any time, provided Tenant repairs any damage to the Real Property caused by said removal. Upon completion of any such work related to any such Alterations, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

10. Title; Condition of the Real Property. Landlord represents and warrants to Tenant that, as of the Effective Date, Landlord has fee simple title to the Real Property free of any liens, charges or encumbrances that would interfere with the use of the Real Property in a manner consistent with its use immediately prior to the Effective Date. Except for the foregoing representation and warranty of Landlord as set forth in this Section 10, Landlord makes no other warranty of any kind concerning the Real Property and offers the same to Tenant on an AS IS, WHERE IS AND WITH ALL FAULTS BASIS. TENANT EXPRESSLY WAIVES ANY WARRANTY OF CONDITION OR OF HABITABILITY OR SUITABILITY FOR OCCUPANCY, USE, HABITATION, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, EXPRESS OR IMPLIED, RELATING TO THE REAL PROPERTY. However, nothing in this Lease shall be construed to limit the rights or remedies of the Agreement.

11. Trade Fixtures of Tenant. Tenant may furnish, install and maintain on the Real Property any and all fixtures, equipment and other personal property useful in connection with Tenant's operation on the Real Property, consistent with the requirements of this Lease and with Laws. Subject to Section 5, all fixtures, equipment and other personal property installed in or located on the Real Property shall be removed by Tenant upon the expiration or earlier termination of this Lease, provided Tenant repairs any damage to the Real Property resulting from such removal.

12. Insurance.

12.1 Tenant Obligations. Tenant hereby agrees, at its expense: (a) to keep all buildings and improvements now or hereafter located on the Real Property, and fixtures, equipment and other personal property installed in or located on the Real Property by Tenant, insured against loss by fire or other casualties (with extended coverage) in an amount equal to one hundred percent (100%) of the replacement value thereof; and (b) to maintain comprehensive general public liability insurance, insuring Landlord and Tenant as their interests may appear, with a combined single limit of liability of not less than Four Million Dollars (\$4,000,000) per occurrence. Notwithstanding the foregoing, in the event Tenant permanently vacates any Improvement located on the Real Property and such Improvement is no longer in use by Tenant, Tenant shall have the right to reasonably adjust the amount of insurance maintained under this Section, provided that (a) the adjustment is consistent with commercially reasonable insurance practices for similarly situated properties, and (b) Tenant provides prior written notice to Landlord of any such adjustment.

12.2 Insurance Requirements. All policies of insurance required under this Lease shall be written as primary policies not contributing with and not in excess of coverage that the other Party may carry. All comprehensive general liability insurance procured by Tenant shall name Landlord as an additional insured. All insurance policies or duly executed certificates thereof (which certificates shall evidence the waiver by each insurer of all rights of subrogation and the payment of the subject premiums) required to be carried by a Party shall be delivered to the other Party on or before the Effective Date and, upon renewals of such policies, not less than ten (10) Business Days prior to the expiration of the term of such coverage. Failure by Tenant to deliver copies of any such policy or failure by Landlord to insist upon delivery thereof at any time shall not limit or affect Tenant's or Landlord's obligation to procure and deliver such policies and evidence of coverage as required by this Lease.

12.3 Landlord's Development. As a condition to Landlord undertaking any development activities prior to the expiration or earlier termination of this Lease, Landlord shall maintain, at its sole cost and expense, appropriate liability and property insurance covering such activities in commercially reasonable amounts, and shall provide Tenant with proof of such insurance upon request and prior to commencing any on-site work. Landlord shall ensure that any contractors or third parties performing such activities on its behalf are also properly insured.

12.4 Waiver of Subrogation. Landlord and Tenant waive their respective right of recovery against the other for any direct or consequential damage to the property of the other by fire or other casualty to the extent such damage is insured against under a policy or policies of insurance. Each Party shall cause its insurance policy to be endorsed to evidence compliance with such waiver.

13. Damage or Destruction. If, during the Term, the entire Real Property or such portion thereof as shall render the remaining portion thereof unsuitable for the continued conduct of Tenant's activities thereon shall be damaged or destroyed by fire or other casualty, then Tenant shall have the right, for a period of thirty (30) days thereafter, by giving written notice to Landlord, to terminate this Lease, in which event: (a) Landlord shall be entitled to retain all insurance proceeds payable by reason of and with respect to damage or destruction to the buildings and other improvements comprising part of the Real Property, and (b) Tenant shall be entitled to retain all insurance proceeds relating to Tenant's fixtures, equipment and other personal property. If Tenant does not wish to terminate this Lease, or if the damage or destruction to the Real Property does not render the remaining portion thereof unsuitable for the continued conduct of Tenant's activities thereon, Tenant may request Landlord agree to allow Tenant to commence and proceed with reasonable diligence whatever repairs to the Real Property are necessary to restore the Real Property to the condition the same were in prior to such damage or destruction. All such repairs shall be performed promptly, at Tenant's expense and in a good and workmanlike manner in accordance with all Laws affecting the Real Property or such repairs. If Landlord agrees to allow Tenant to remain, then this Lease shall continue in full force and effect. If Landlord does not agree to allow Tenant to remain, Tenant shall have one hundred eighty (180) days to vacate the Real Property, and the Lease shall terminate as of the expiration of such one hundred eighty (180)-day period.

14. Default; Remedies.

14.1 Default by Tenant. If (a) default be made in the payment of the Lease Payments or any additional sums payable under this Lease by Tenant and such default shall continue for five (5) Business Days after receipt of written notice thereof by Tenant, or (b) default be made in the performance or observance by Tenant of any other covenants or conditions in this Lease contained and such default shall continue for thirty (30) days after written notice thereof shall have been received by Tenant (or if such default is not of a type that can reasonably be corrected within thirty (30) days, then if Tenant fails to commence promptly and in good faith to proceed with due diligence to correct such default), then and in any of the above-described events, Landlord may elect to terminate this Lease and declare the Term ended, to reenter the Real Property or any part thereof with judicial process and to expel and remove Tenant or any Person occupying the same and again to repossess and enjoy the Real Property. Landlord shall also have the right, at its option, to cure any default by Tenant and obtain from Tenant the actual costs and expenses incurred by Landlord in curing such default. Should Landlord elect to cure any default of Tenant's, such election shall not affect Landlord's rights under this paragraph for Tenant's default.

14.2 Default by Landlord. If default be made by Landlord in the performance or observance of any of the covenants or conditions herein contained, or if Landlord breaches any representation or warranty contained herein, and such default or breach shall continue for thirty (30) days after written notice thereof shall have been received by Landlord (or if such default is not of a type that can reasonably be corrected within thirty (30) days, then if Landlord fails to commence promptly and in good faith to proceed with due diligence to correct such default), then Tenant shall have the right, at its option, to immediately terminate this Lease.

14.3 Remedies Not Exclusive. Any right or remedy conferred on Landlord or Tenant under this Lease shall not be deemed to be exclusive of any other right or remedy which might otherwise be available under this Lease or at Law or in equity. The rights and remedies under this Lease shall be cumulative and may be exercised and enforced concurrently and whenever and as often as occasion therefor arises. Notwithstanding the foregoing, any liability of Landlord under this Lease shall be limited solely to its interest in the Real Property.

14.4 No Waiver of Rights. The failure of Landlord or Tenant to insist upon strict performance of any of the terms, covenants or conditions in this Lease contained shall not be deemed a waiver of any of its rights or remedies and shall not be deemed a waiver of any subsequent breach or default in any of said terms, covenants and conditions.

15. Assignment and Subletting. Neither Tenant nor any sublessee or assignee of Tenant, directly or indirectly, voluntarily or by operation of Law, shall enter into an assignment of this Lease or a sublease of the Real Property. Notwithstanding the foregoing, Tenant may, upon written notice to Landlord, and with Landlord's prior consent, such consent not to be unreasonably withheld, assign this Lease or sublease the Real Property, in whole or in part, to (i) any affiliate of Tenant that is under common control with, controlled by, or that controls Tenant, or (ii) any joint venture entity in which Tenant or its affiliate holds a material ownership interest, provided that in each case: (a) Tenant delivers written notice to Landlord no less than ten (10) days prior to the

effective date of such assignment or sublease, and (b) Tenant remains liable for all obligations under the Lease notwithstanding any such assignment or sublease.

16. Indemnity.

16.1 Indemnification by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against all losses, damages, liabilities, penalties, claims, actions, costs and expenses, including, without limitation, costs of investigation and reasonable attorneys' fees, to any Person or property resulting from the willful or negligent act or omission of Tenant or any Tenant Party during the Term, or resulting from the failure of Tenant to perform or observe any of the terms, covenants and conditions of this Lease to be performed or observed by Tenant. In addition, Tenant shall indemnify, defend and save Landlord harmless from and against liabilities, obligations, fines, costs, or expenses of any kind related to (i) any Hazardous Material generated, used, released, stored, or disposed of by Tenant or any Tenant Party at the Real Property or (ii) any violation of Hazardous Materials Laws by Tenant or any Tenant Parties. The indemnity obligations in this Section shall survive termination of this Lease.

16.2 Indemnification by Landlord. Landlord shall indemnify, defend and save Tenant and each Tenant Party harmless from and against all losses, damages, liabilities, penalties, claims, actions, costs and expenses, including, without limitation, costs of investigation and reasonable attorneys' fees, to any Person or property resulting from the willful or negligent act or omission of Landlord or any Landlord Party or resulting from the failure of Landlord to perform or observe any of the terms, covenants and conditions of this Lease to be performed or observed by Landlord. Pursuant to paragraph 8, Tenant is responsible for the maintenance of and conditions of the Improvements and Landlord shall not indemnify Tenant or Tenant Parties for any claims arising from the Improvements, including but not limited to their condition or maintenance. The indemnity obligations in this Section shall survive termination of this Lease.

16.3 Additional Indemnification Provisions. The foregoing indemnities shall not be construed to limit or adversely affect the ability of Landlord or Tenant to avail itself of the benefits of the insurance coverages set forth in this Lease. Landlord's and Tenant's indemnification obligations under this Section shall survive the expiration or earlier termination of the Term of this Lease.

17. Quiet Enjoyment. Landlord hereby covenants that, so long as Tenant shall duly and punctually perform and observe all of its obligations under this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Real Property, subject to the terms, covenants and conditions of this Lease, free from hindrance by Landlord or any other Party.

18. Notices. Whenever in this Lease it shall be required or permitted that notice be given by any Party to the other, such notice shall be in writing and shall be delivered (a) in person or by a reputable courier service that provides receipt of delivery, (b) by deposit in the U.S. mail, postage prepaid, by certified or registered mail, return receipt requested, (c) by a nationally recognized overnight courier service, or (d) by electronic mail immediately followed by delivery in accordance with subparagraphs (a), (b) or (c) above, in each case addressed to the Party concerned

at the following address and/or facsimile number (or at such other address or electronic mail address as a Party may specify by written notice pursuant to this Section to the other Party):

If to Landlord: City of Green Bay
Attn: Law Department
100 North Jefferson Street
Green Bay, WI 54301
E-mail: law@greenbaywi.gov

If to Tenant: W.E. Hoban Company
Attn: William M. Hoban
1341 S State Street
Green Bay, WI 54304
E-mail: bhoban@wehoban.com

With a copy to: Law Firm of Conway, Olejniczak & Jerry, S.C.
Attn: Attorney James M. Ledvina
PO Box 23200
Green Bay, WI 54305
E-mail: jml@lcojlaw.com

Communications sent by personal delivery, courier service, electronic mail or facsimile transmission, as set forth above, shall be effective upon receipt; provided, however, that, with respect to electronic mail and facsimile transmission, the subsequent delivery is made in accordance with subsection (d) above. Communications sent by mail as set forth above shall be effective three (3) days after proper deposit in the U.S. mail.

19. Security Deposit. No security deposit is owed or held with respect to this Lease.

20. Surrender of the Real Property. Upon termination of this Lease, by lapse of time or otherwise, Tenant agrees peaceably to surrender the Real Property to Landlord in good condition and repair, ordinary wear and tear and damage caused by the removal of equipment and other personal property and by casualty or condemnation excepted. All of Tenant's personal property, furniture, trade fixtures, shelves, bins, inventory, equipment, and machinery shall be removed at Tenant's expense. Notwithstanding the foregoing, and consistent with Section 5, in connection with any redevelopment undertaken by Landlord during the lease term that involves demolition or remodeling of any portion of the Improvements on the Land, if such Improvements contain any equipment or personal property of Tenant, Landlord shall, at its sole cost and expense, remove or dispose of such equipment or personal property.

21. Holding Over. If Tenant, with the express written consent of Landlord, remains in possession of the Real Property after the termination of this Lease and without the execution of a new lease, then Tenant shall be deemed to be occupying the Real Property as a tenant from month-to-month, subject to all the applicable terms and conditions of this Lease. If such holdover is

without the written consent of Landlord, then Landlord shall be entitled to all its remedies at Law or equity, and Lease Payments during any such holdover shall be one hundred fifty percent (150%) of the amount of the Lease Payment in effect in the last year of the Term.

22. Access. Landlord shall be entitled to enter upon the Real Property at reasonable times during Tenant's normal business hours for the purpose of examining and inspecting the condition thereof, and performing its obligations under this Lease; provided, however, such entry shall be done in a manner so as not to unreasonably interfere with the conduct of Tenant's activities thereon, and such entry shall only be made if Landlord is accompanied by a responsible employee of Tenant, and provided, further that no Person shall be allowed or permitted on the Real Property if such Person is engaged in any activities, enterprises or business that compete, directly or indirectly, with any product or business of Tenant. Notwithstanding the foregoing, Landlord shall be permitted to enter upon the Real Property at any time, without notice, and without the presence of Tenant's representative, if emergency circumstances exist where immediate action is necessary to prevent or limit injury or death to Persons or damage to property.

23. Compliance with Laws. Tenant shall comply at its cost and expense with all applicable Laws, and with any direction or recommendation of any public officer or officers, pursuant to applicable Law, or any reasonable request of any insurance company carrying any insurance on the Real Property, and any insurance inspection or rating bureau which shall impose any duty upon Landlord or Tenant with respect to the Real Property or the use or occupation thereof, and shall bear all costs of any kind or nature whatsoever occasioned by or necessary for compliance with the same, provided such costs or expenses arise from Tenant's specific use of the Real Property. If, during the Term of this Lease any applicable Law requires that an alteration, repair, addition, or other change be made to the Real Property, and such alteration, repair, addition, or other change is a result of Tenant's use of the Real Property, such work shall be performed at Tenant's expense.

24. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be released, stored, or disposed of in or about the Real Property. Tenant, however, may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Tenant to conduct normal business operations in the Real Property, provided the same is not in violation of any Hazardous Materials Law. From and after the Effective Date, Tenant shall indemnify and hold the Landlord Parties harmless from and against any damage, injury, loss, liability, charge, demand, or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored, or disposed of by Tenant or any Tenant Party in or about the Real Property, or any violation of Hazardous Materials Laws by Tenant or any Tenant Parties. Tenant shall not be liable for Hazardous Material generated, used, released, stored, or disposed of by Landlord. The indemnity obligations in this Section shall survive termination of this Lease.

25. Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any obligation under this Lease (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either Party to perform its obligations in this Lease due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay, but not in excess of one hundred twenty (120) days

in the aggregate. Nothing contained in this Section shall excuse either Party from paying in a timely fashion any payments due under the terms of this Lease or extend the term of this Lease. Either Party (the “Force Majeure Noticing Party”) shall give the other Party notice within fifteen (15) days of the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Force Majeure Noticing Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Force Majeure Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the Force Majeure Event ends. In the event that the failure or delay remains uncured for a period of one hundred twenty (120) days following written notice given by the Force Majeure Noticing Party under this Section, either Party may thereafter terminate this Lease upon thirty (30) days' written notice.

26. Defined Terms. In addition to other terms defined elsewhere herein, the following defined terms shall apply to this Lease:

“Affiliate” means for any entity, any parent, subsidiary or affiliate entity which Controls, is Controlled by or is under common Control with such entity (for purposes of this definition, “Control” means the possession of the power to direct or cause the direction of the management and policy of an entity, whether through the ownership of voting securities, by statute, or by contract).

“Business Day(s)” means all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays in the State of Wisconsin.

“Force Majeure Event” means any of the following events: (a) acts of God; (b) floods, fires, earthquakes, explosions, or other natural disasters; (c) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (d) proclamations, orders, Laws, actions, or requests of any Governmental Authority; (e) embargoes or blockades in effect on or after the date of this Lease; (f) epidemics, pandemics, or other national or regional public health emergencies; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Parties.

“Governmental Authority” means any federal, state, provincial, municipal, local, or foreign government or political subdivision thereof, or any agency, bureau, board, commission, or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, administrator, court, or tribunal of competent jurisdiction.

“Hazardous Materials” means any pollutant, contaminant, or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any applicable Environmental Law, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended or hereafter amended including, without limitation, any material or substance which is: (a) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317) or equivalent State Laws; (b) defined as a “hazardous waste” pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (c) defined as a “hazardous substance”

pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601) or equivalent State Laws; (d) petroleum; (e) asbestos or asbestos-containing materials; (f) polychlorinated biphenyls ("PCBs") or substances or compounds containing PCBs; (g) radon; (h) medical waste; and (i) petroleum products.

"Hazardous Materials Law" means all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to remedial action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Real Property, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

"Landlord Party" means Landlord, its Affiliates and its or their partners, officers, shareholders, directors, members, managers, trustees, beneficiaries, employees, principals, contractors, licensees, agents, invitees, insurers, or representatives.

"Laws" means all applicable laws, statutes, and ordinances (including building codes, regulations, rules, orders, zoning ordinances, local fire requirements, and regulations), orders, directives, and requirements of all federal, State, county, municipal departments, bureaus, boards, agencies, offices, commissions, and other subdivisions thereof, or of any official thereof, or of any Governmental Authority, which may be applicable to the Real Property, or any part thereof, or to the Tenant's business, including, without limitation, the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 to 12213) and Title III of the Americans with Disabilities Act (42 U.S.C. §§ 12181 to 12189), the Occupational Safety and Health Act (29 U.S.C. §§ 651 to 678), as amended from time to time, or otherwise.

"Person" means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority, or any other entity.

"Tenant Party" means Tenant, its Affiliates, and each of their respective partners, officers, shareholders, directors, members, managers, trustees, beneficiaries, employees, principals, contractors, licensees, agents, invitees, insurers, or representatives.

27. Miscellaneous.

27.1 Amendment. Neither this Lease nor any of its terms or conditions may be modified or amended, except by an agreement in writing duly executed and delivered by both Landlord and Tenant.

27.2 Headings. The headings of the paragraphs and subparagraphs of this Lease are for convenience only and shall in no way affect the construction or effect of any of the terms, covenants or conditions hereof.

27.3 Relationship. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant or of any relationship other than landlord and tenant.

27.4 Successors; Assigns. This Lease and each of its terms and conditions shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and assigns. No third party, other than such successors and assigns, shall be entitled to enforce any term or condition of this Lease or have any rights under this Lease.

27.5 Late Payment. Any amount not paid by Tenant within ten (10) Business Days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by Law or twelve percent (12%) per year. It is expressly the intent of Landlord and Tenant at all times to comply with Law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If Law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the Law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

27.6 Partial Invalidity. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by Law. If any provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by Law.

27.7 Entire Agreement. This Lease (including any Exhibit(s) hereto) is intended as a final expression of the Parties' agreement and may not be contradicted by evidence of any prior written or oral agreement. The Parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Lease.

27.8 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Signatures transmitted by electronic mail and/or facsimile shall be deemed originals and shall be binding upon the Parties.

27.9 Quiet Enjoyment. Upon Tenant paying the Lease Payments and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Real Property during the Term as against all Persons claiming by, through, or under Landlord, subject, however, to the provisions of this Lease.

27.10 Survival. Upon the expiration or other termination of this Lease, neither Party shall have any further obligation or liability to the other, except as otherwise expressly provided in this Lease and except for such obligations as by their nature can only be performed after such expiration or other termination. Any liability for a payment which shall have

accrued or relates to any period before the expiration or other termination of this Lease shall survive the expiration or earlier termination of this Lease.

27.11 Construction. This Lease shall be construed without regard to any presumption or other rule requiring construction against the drafting Party. The captions, headings, and titles in this Lease are solely for convenience of reference and shall not affect the interpretation of the provisions under such caption, heading, or title. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. As used in this Lease: (a) “and/or” when applied to one or more matters or things applies to any one or more, or all such matters or things as the circumstances warrant; (b) “including” means “including, without limitation”; and (c) “this Lease,” “herein,” “hereof,” and “hereunder,” and words of similar import, refer to this Lease as a whole, and not to any particular section, unless expressly so stated. All of the terms and provisions of each exhibit or schedule to this Lease are incorporated into and made a part of this Lease to the same extent as if they were included in the body of this Lease. Time is of the essence as to the performance of Landlord’s and Tenant’s obligations under this Lease.

27.12 Governing Law; Consent to Jurisdiction and Venue. This Lease shall be governed by the Laws of the State of Wisconsin, which shall govern the validity, performance, and enforcement of this Lease. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, in any forum other than the state or federal courts located in the State of Wisconsin and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in such courts.

27.13 WAIVER OF JURY TRIAL. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT’S USE OR OCCUPANCY OF THE REAL PROPERTY, OR ANY CLAIM OF INJURY OR DAMAGE.

27.14 Recording. Neither this Lease, nor any notice or memorandum regarding the terms hereof, shall be recorded by Tenant. However, either Party may record a memorandum of this Lease in customary form, including reference to the existence of the Right of First Refusal herein, and the other Party upon request shall execute and deliver such memorandum.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have made this Lease effective as of the Effective Date by signing below.

LANDLORD:
CITY OF GREEN BAY, WISCONSIN

By: _____
Name: _____
Title: _____

TENANT:
W.E. HOBAN COMPANY F/K/A CLEVELAND
HARDWARE AND FORGING COMPANY

By: _____
Name: _____
Title: _____

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Exhibit B-ENVIRONMENTAL ADDENDUM

(1341 State Street, Green Bay, Wisconsin)

This Environmental Addendum (“Addendum”), is made and entered into August _____, 2025 and is incorporated into and a material part of that certain Purchase, Sale and Lease Agreement (“Agreement”) between the Parties dated of even date herewith. Unless otherwise defined herein, all terms defined in the Agreement shall have the same meaning in this Addendum.

RECITALS:

A. The Parties are mutually aware that contamination has been detected in and around the Property and that such contamination has been reported to the Wisconsin Department of Natural Resources (WDNR).

B. WDNR Environmental Repair Program (ERP) sites associated with the Property include:

- a. Green Bay Drop Forge-Petroleum (BRRTS #02-05-321493)
- b. Green Bay Drop Forge-Chlorinated (BRRTS # 02-05-000568)
- c. W.E. Hoban Company (BRRTS# 02-05-596728).

C. The Green Bay Drop Forge-Petroleum and Green Bay Drop Forge-Chlorinated ERP sites were closed by WDNR with continuing obligations based on the Property being used for industrial purposes.

D. The W.E. Hoban Company ERP site is considered open by WDNR and, by letter dated May 19, 2025, WDNR has issued a letter to Seller requiring Seller to investigate and remediate such contamination under Section 292.11, Wis. Stats., (the “WDNR Claim”).

E. The investigation and potential remediation of the W.E. Hoban Company ERP site (hereinafter the “Open Site”) is ongoing.

F. There are three other WDNR ERP sites adjacent to the Property that the Parties acknowledge may be impacting the Property. They are:

- a. BRRTS 03-05-208579
- b. BRRTS 13-05-575485
- c. BRRTS 02-05-000506

G. Purchaser is willing to close on the purchase of the property as set forth in the Agreement without the WDNR closing the investigation of the Open Site, provided that Seller agrees to be responsible to continue to address the WDNR Claim until such time as no further

action is required an the WDNR issues a final case closure letter for the Open Site (a “Case Closure Letter”).

H. Seller will continue to occupy the Property following the Closing of the purchase pursuant to the Agreement and Lease Addendum. Purchaser agrees that the Case Closure Letter may include continuing obligations based on the Property being used for industrial purposes.

I. Purchaser and Seller shall each be responsible for fifty percent (50%) of the reasonable and necessary costs incurred in obtaining the Case Closure Letter, with Purchaser’s financial obligation capped at \$50,000. If the costs incurred exceed \$100,000, Sell shall be responsible for all remaining costs to obtain a Case Closure Letter.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

2. Remediation of Contamination. Seller is solely responsible for the WDNR Claim in accordance with all applicable statutes and regulations through the receipt of the Case Closure Letter. Seller shall perform the work necessary to obtain the Case Closure Letter in a timely manner so as to obtain the Case Closure Letter at the earliest opportunity, but no later than termination of the Lease. The Case Closure Letter may be conditioned upon the placement of the Property on Wisconsin's Geographic Information System ("GIS") soil or groundwater database and may be subject to continuing obligations under Chapter NR 727, Wis. Admin Code based on the Property being used for industrial purposes.

3. Costs.

- a. Seller and Purchaser shall share all reasonable and necessary costs to obtain the Case Closure Letter equally, up to \$100,000 (each responsible for \$50,000). All costs above \$100,000 will be borne by Seller.
- b. Purchaser reserves the right to request that the Property be cleaned up to a higher standard, such as small commercial. In the event Purchaser elects to pursue closure at such a higher standard, Purchaser and Seller will cooperate in good faith to achieve this goal. Purchaser shall be solely responsible for any reasonable and necessary incremental costs incurred to meet the higher cleanup standard beyond the Property being used for industrial purposes.

4. Notice. All notices and other communications required or permitted hereunder shall be in writing and shall be delivered by hand or sent by facsimile (with hard copy to follow), or sent, postage prepaid, by registered, certified or express mail, or reputable overnight courier service and shall be deemed given so delivered by hand or facsimile, or if mailed, when received as follows:

If to SELLER: W.E. Hoban Company
Attn: William M. Hoban
1341 S State Street
Green Bay, WI 54304
E-mail: bhoban@wehoban.com

With a copy to: Law Firm of Conway, Olejniczak & Jerry, S.C.
Attn: Attorney James M. Ledvina
PO Box 23200
Green Bay, WI 54305
E-mail: jml@lcojlaw.com

If to PURCHASER: City of Green Bay
Attn: Law Department
100 North Jefferson Street
Green Bay, WI 54301
E-mail: law@greenbaywi.gov

or to such other address or addresses as Seller or Purchaser may hereafter designate by like notice.

5. Miscellaneous.

- a. Assignment. This Addendum shall not be assigned by any party hereto without obtaining the prior written consent of the other parties, which consent shall not be unreasonably withheld.
- b. Successors and Assigns. This Addendum will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.
- c. Entire Agreement. This Addendum contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

- d. Amendments. This Addendum may be amended only by a written instrument duly executed by all the parties hereto.
- e. Counterparts. This Addendum may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.
- f. Severability. If any provision of this Addendum or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under applicable law, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
- g. Headings. The headings contained in this Addendum are for reference only and shall in no way affect the construction of or effect of any of the terms, covenants, or conditions hereof.
- h. Controlling Law. This Addendum and each and all the terms, covenants and conditions hereof shall be interpreted in accordance with and governed in all respects by the internal laws of the State of Wisconsin.
- i. Attorneys' Fees. In the event of any action between the parties arising out of this Addendum the non-prevailing party in such action shall pay the prevailing party's attorneys' fees incurred in such action.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum as of the day and year first above set forth.

PURCHASER:

CITY OF GREEN BAY, WISCONSIN

By: _____

Name: _____

Title: _____

SELLER:

W.E. HOBAN COMPANY F/K/A CLEVELAND
HARDWARE AND FORGING COMPANY

By: _____

Name: _____

Title: _____



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 29, 2025

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action request from Ald. Eck a total of expenses by department that can be attributed to St. John's Park for this past year, June 2024-June -2025.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. 2025-07-03 Dist II to Finance

Online Form Submittal: Alders' Petitions and Communications

From noreply@civicplus.com <noreply@civicplus.com>

Date Wed 7/2/2025 2:27 PM

To Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Joseph Faulds <Joseph.Faulds@greenbaywi.gov>; Lindsey Belongea <Lindsey.Belongea@greenbaywi.gov>; Melinda Eck <Melinda.Eck@greenbaywi.gov>; Jennifer Grant <Jennifer.Grant@greenbaywi.gov>

Alders' Petitions and Communications

Name	Melinda Eck
Committee Name	Finance Committee
Text of Communication	I would like to get a total of our expenses by department that can be attributed to St. John's Park for this past year, June 2024-June 2025. This includes: - All police calls, (number and expense) - Cleaning of the park (number of times and expense) - Maintenance of the park (removing fence, cleaning, repairing items) - Cleaning bathrooms

Email not displaying correctly? [View it in your browser.](#)



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 29, 2025

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on approval of the Claims Committee Reports.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

To Approve

FISCAL IMPACT

ATTACHMENTS

1. Claims Committee Rpt April 2025 to June 2025
2. Claims Committee Rpt July