

LETTER OF INTENT

CFI ELECTRIC VEHICLE CHARGING STATION SITE HOST AGREEMENT

This Letter of Intent ("LOI"), effective upon full execution ("Effective Date"), is entered into by and between the **City of Milwaukee**, a Wisconsin municipal corporation ("City") through its Environmental Collaboration Office (ECO), and Outpost Grocery Co-op ("Site Host"), owner/operator of the property located at 2826 S Kinnickinnic Ave, Milwaukee, WI 53207 ("Site"), commonly called the Outpost Grocery Co-op Bayview location property.

RECITALS

WHEREAS, the City has applied for and/or secured funding from the United States Department of Transportation, Federal Highway Administration under the Charging and Fueling Infrastructure Discretionary Grant Program ("CFI Grant") to design an electric vehicle (EV) charging stations network within the City of Milwaukee and Milwaukee County;

WHEREAS, the project is described in detail at [Engage.Milwaukee.gov/EV](https://engage.milwaukee.gov/EV)

WHEREAS, construction funding for the projects is contingent upon USDOT approvals related to the National Environmental Policy Act (NEPA), subsequent approval of construction funding for which no definitive time frames have been provided by USDOT, federal budgets, as well as approval from the City of Milwaukee Common Council;

WHEREAS, the Site was selected as an installation location consistent with a CFI program priorities and federal requirements;

WHEREAS, Site Host desires to host a publicly accessible electric vehicle charging station at the Site;

WHEREAS, the City of Milwaukee will separately procure a single vendor to design, build, finance, operate, and maintain the network of EV charging stations under this project. This Public-Private Partnership (P3) vendor will finance, install, and maintain the station and the EV charging vendor will receive revenues from charging fees from drivers who use the stations, with the possibility of a revenue sharing agreement with the site host;

WHEREAS, this LOI signals the intent of the City of Milwaukee's Environmental Collaboration Office and Site host to work together, subject to other federal and local approvals, to plan for EV charging at the Site. All parties acknowledge that a subsequent Site Host Agreement ("Agreement") between the City of Milwaukee, P3 Vendor, and Site

Host must be executed prior to construction and the parties agree to good-faith negotiations, and that this LOI does not provide all the terms, conditions, and details of the final Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Term

This LOI shall commence on the Effective Date and remain in effect until the Agreement is signed, either party terminates the LOI as provided herein, or December 31, 2029, whichever comes first.

2. Funding and Compliance

The City shall administer all CFI Grant funds and locate a P3 vender partner who will: manage procurement, site assessment, equipment purchase, construction, and installation.

All installations and operations shall comply with National Electric Vehicle Infrastructure Standards and Requirements (23 CFR Part 680).

3. Site Requirements

The Site must:

- Be located within the City of Milwaukee or Milwaukee County.
- Include a paved parking area with at least four (4) adjacent standard parking spaces reserved for EV charging;
- Provide electrical capacity of 208–240 volts sufficient for Level 2 charging or higher for Level 3 charging;
- Maintain ADA-compliant access as designed by the P3 partner;
- Be publicly accessible 24 hours per day, 7 days per week; or during reasonably posted business hours of operation;
- Include adequate lighting and visibility for public safety.

4. Site Assessment

The City of Milwaukee or its: Contractor(s), Engineering project partner(s), or P3 project partner will conduct a site assessment at a time determined acceptable for both the City and the Site Host. If the Site is determined not viable, either party may terminate this LOI without penalty. Where applicable, the preliminary site layout is appended to this letter.

5. Installation and Ownership

If deemed viable, the City through its P3 Vendor will install Level 2 (or Level 3) EV charging equipment capable of charging up to four (4) vehicles simultaneously.

Upon installation, Site Host shall own the EV Station and retain ownership after completion for a period of not less than 5 years (the "In-Service Term") with additional details established in the Site Host Agreement.

Site Host shall not remove, relocate, sell, or materially alter the EV Station during the In-Service Term without prior written consent of the City.

6. Access and Easement

Site Host shall provide the City, its employees, agents, and contractors reasonable access to the Site for installation, inspection, maintenance, data collection, and repair.

If required, Site Host agrees to execute a temporary limited easement consistent with this LOI for the duration of the In-Service Term.

7. Operation and Maintenance

The City will procure and fund an operation and maintenance agreement with a P3 partner during the In-Service Term with details to be included in the Site Host Agreement.

The EV Station must maintain average annual uptime of at least 97% per charging port in accordance with 23 CFR Part 680.

Site Host shall:

- Keep the area clean and accessible; including snow & rubbish removal
- Promptly report any damage(s) or malfunctioning equipment
- Promptly notify the P3 vendor of any outages;
- Maintain accessibility to the chargers.

8. Electric Service and Costs

Site Host shall allow for the installation and provision of independently metered electrical service(s) to the EV Station; and the P3 partner shall be responsible for all electricity costs, taxes, fees, and utility charges.

The City of Milwaukee, its Contractor(s) or P3 vendor shall coordinate and pay initial connection costs.

9. Public Use and Revenue

The EV Station must be publicly available 24/7 or during reasonably posted business hours of operation during the In-Service Term.

Site Host may charge for access to the existing parking lot generally, but may not charge separate parking fees for EV charging spaces, though the P3 vendor may charge for use of the station to drivers;

The City of Milwaukee; or its Contractor(s); or P3 vendor shall collect revenue generated and pay state excise taxes.

Revenue gained will be allotted to parties based on agreed percentages, as provided in the Agreement, prior to installation of charging apparatus(s).

10. Data and Reporting

The City shall submit required quarterly data under federal regulations.

Site Host agrees to cooperate with data collection and reporting requirements, which will be collected through the P3 vendor.

11. Insurance and Indemnification

As part of the Site Host Agreement, Site Host shall indemnify and hold harmless the City, its officers, employees, and agents from liabilities arising from Site Host's acts or omissions. The Site Host and the P3 Vendor will be required to maintain appropriate insurance in an amount to be negotiated by the Parties.

12. Termination

Either party may terminate this LOI with 15 days written notice.

13. General Provisions

- The parties are independent contractors.
- This LOI shall be governed by Wisconsin law.
- Venue for disputes shall be in Milwaukee County Circuit Court.
- This LOI constitutes the entire agreement and may only be amended in writing signed by both parties.
- Electronic signatures are permitted.

14. Charger Type

Level 2 chargers will be installed at most sites. Check the box below if you are potentially interested in Level 3 fast chargers, which require more site infrastructure.

☒ I am interested in hosting Level 3 DC Fast Chargers (outdoors only)

SIGNATURES

FOR SITE HOST

Name: Ed Senger

Title: Director of Operations

Organization: Outpost Coop

Date: 7/7/2026

Signed by:

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FOR THE CITY OF MILWAUKEE

Authorized Representative: Erick Shambarger

Title: Director of Environmental Sustainability

Date: 7/7/2026

DocuSigned by:

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Public Records Notice

Site Host understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), City may be obligated to produce, to a 3rd party, the records of Site Host that are “produced or collected” by Site Host actor under this LOI and the Agreement. Site Host is further directed to Wis. Stat. §19.21, et. seq., for the statutory definition of Records subject to disclosure under this paragraph, and Site Host acknowledges that it has read and understands that definition. Irrespective of any other term of this LOI, Site Host is obligated to: (a) retain Records for 7 years from the date of the Record’s creation, and (b) produce such Records to City if, in City’s determination, City is required to produce the Records to a 3rd party in response to a request for Site Host’s records pursuant to §19.36(3). Site Host’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this LOI, and Site Host must defend and hold City harmless from liability due such breach.

Non-Binding Agreement

This LOI is not a binding agreement, and is intended only to express the intent of the Parties, and the basic parameters of an eventual Agreement. The LOI does not create any rights of enforcement for either Party, nor is either Party entitled to damages based on this LOI if the project fails to proceed.