



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Agenda - Final Fox Cities Transit Commission

Tuesday, December 13, 2022

3:00 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[22-1557](#) Approval of minutes from previous meeting

Attachments: [MeetingMinutes 25-Oct-2022.pdf](#)

4. **Public Hearings/Apearances**

[22-1558](#) Public Participation on Agenda Items

5. **Action Items**

[22-1559](#) Approval of Payments

Attachments: [October 2022 Payments.pdf](#)

[22-1560](#) Approve Sole Source Purchase from Cellcom for In-Vehicle Network System

Attachments: [Award Recommendation Doc Cellcom.pdf](#)

[22-1561](#) Approve Sole Source Contract for IMEG Corporation for Professional Services

Attachments: [2022 Valley Transit Remodeling Comissioning.pdf](#)

[22-1562](#) Approve the Intermunicipal Agreement with Outagamie County for Specialized Transportation Services for 2023, Contingent on Outagamie County Approval

Attachments: [Outagamie Contract - 2023.pdf](#)

[22-1565](#) Approve the Intermunicipal Agreement with Winnebago County for Specialized Transportation Services for 2023, Contingent on Winnebago County Approval

Attachments: [Winnebago Contract - 2023.pdf](#)

[22-1566](#) Approve the Intermunicipal Agreement with Calumet County for Specialized Transportation Services for 2023, Contingent on Calumet County Approval

Attachments: [Calumet Contract - 2023.pdf](#)

[22-1568](#) Approve the Intermunicipal Agreement with the City of Neenah and the Village of Fox Crossing for the Northern Winnebago Dial-A-Ride Service for 2023, Contingent on City of Neenah and the Village of Fox Crossing Approval

Attachments: [NW Dial-A-Ride - 2023.pdf](#)

6. Information Items

[22-1569](#) VTII Service Update

[22-1570](#) Financial Report

Attachments: [Monthly Income Statement October 2022.pdf](#)

[22-1572](#) Ridership Report

Attachments: [FCTC Monthly FR - Oct 2022.pdf](#)

[FCTC Monthly DR - Oct 2022.pdf](#)

[22-1573](#) Offer to Purchase 222 N. Oneida Street with Contingencies

Attachments: [222 N Oneida Accepted OTP 11-17-22.pdf](#)

[22-1574](#) Request for Future Agenda Items

7. Next Meeting Date & Time

- December 27, 2022, 3:00 PM - Cancelled

- January 10, 2023, 3:00 PM

- January 24, 2023, 3:00 PM

8. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Minutes - Final Fox Cities Transit Commission

Tuesday, October 25, 2022

3:00 PM

Council Chambers, 6th Floor

Due to technical difficulties, video is not available

1. Call meeting to order
2. Roll call of membership

*In person attendees: Chairperson Dearborn, Wurdinger, Dexter, Detienne
Virtual attendees: Kasimor, Torrance, Yang*

Present: 7 - Kasimor, Dexter, Chairperson Dearborn, Wurdinger, Detienne, Torrance and Yang

Excused: 5 - VandeHey, Thao, Patza, Del Toro and Lendrum

3. Approval of minutes from previous meeting

[22-1348](#)

Approval of Minutes from previous meeting

Attachments: [MeetingMinutes 27-Sept-2022.pdf](#)

Commissioner Wurdinger moved, seconded by Commissioner Detienne, that the Minutes be approved. Voice Vote. Motion Carried.

4. **Public Hearings/Appearances**

[22-1349](#)

Public Participation on Agenda Items

No public participation on agenda items

5. **Action Items**

[22-1351](#)

Award Geotechnical & Environmental Services Contract to Westwood Infrastructure, Inc.

Attachments: [2022 Transit Center Enviornmental and Geotechnical Services.pdf](#)

Commissioner Detienne moved, seconded by Commissioner Wurdinger, that the Report Action Item be recommended for approval. Voice Vote. Motion Carried.

[22-1352](#) Certify Valley Transit Public Transportation Agency Safety Plan (PTASP)

Attachments: [VT PTASP 10-1-22.pdf](#)

Commissioner Dexter moved, seconded by Commissioner Detienne, that the Report Action Item be recommended for approval. Voice Vote. Motion Carried.

6. Information Items

[22-1350](#) Approval of Payments

Attachments: [September 2022 Payments.pdf](#)

This action item was moved to information items

Commissioner Dexter moved, seconded by Commissioner Detienne, that the Report Action Item be approved. Voice Vote. Motion Carried.

[22-1353](#) VTII Service Update

Justin Running presented

This Presentation was presented.

[22-1354](#) Financial Report

Attachments: [Monthly Income Statement September 2022.pdf](#)

This Presentation was presented.

[22-1355](#) Ridership Report

Attachments: [FCTC Monthly FR - Sept 2022.pdf](#)

[FCTC Monthly DR - Sept 2022.pdf](#)

This Presentation was presented.

[22-1356](#) Valley Transit 2023 Proposed Budget

Attachments: [2023 Valley Transit Proposed Budget.pdf](#)

This Presentation was presented.

[22-1357](#) 2022 Third Quarter KPI

Attachments: [Quarterly KPI - FR_QTR3 2022 .pdf](#)

[Quarterly KPI - DR_QTR3 2022 .pdf](#)

This Presentation was presented.

[22-1358](#)

Staffing Update

This Presentation was presented.

[22-1359](#)

Neenah Transit Center Relocation

This Presentation was presented.

[22-1360](#)

Appleton Transit Center Project Update

This Presentation was presented.

[22-1361](#)

Request for Future Agenda Items

This Presentation was discussed.

7. Next Meeting Date & Time

- November 8, 2022, 3:00 PM - Cancelled
- November 22, 2022, 3:00 PM - Cancelled
- December 13, 2022, 3:00 PM

8. Adjournment

A motion was made by Commissioner Yang, seconded by Commissioner Detienne, that this meeting was adjourned. The motion carried unanimously.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10											
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION		
58071000		VT 5307 Admin									
58071000	620100		Training/Conferences								
999990	BLUE HARBOR RESRT	88945	0	2022	10	INV	P	182.45	pcard	WIPTA Conference	
999990	BLUE HARBOR RESRT	88946	0	2022	10	INV	P	204.30	pcard	WIPTA Conference	
								386.75			
ACCOUNT TOTAL								386.75			
58071000	620500		Employee Recruitment								
999990	YOURMEMBER-CAREERS	89680	0	2022	10	INV	P	160.00	pcard	Recruitment/ Advert	
999990	TRANSITTALENT.COM	89681	0	2022	10	INV	P	110.00	pcard	Recruitment/Adverti	
								270.00			
ACCOUNT TOTAL								270.00			
58071000	630100		Office Supplies								
001441	VERITIV OPERATING CO	88133	0	2022	10	INV	P	907.00	102622	556181	Office supplies
001983	AMAZON	87945	0	2022	10	INV	P	73.12	pcard	Office supplies	
999990	QUILL CORPORATION	87946	0	2022	10	INV	P	-211.22	pcard	Credit for destroye	
999990	QUILL CORPORATION	87947	0	2022	10	INV	P	211.22	pcard	Shipment not receiv	
999990	QUILL CORPORATION	89002	0	2022	10	INV	P	328.28	pcard	Office supplies	
								328.28			
ACCOUNT TOTAL								1,308.40			
58071000	630200		Subscriptions								
000999	NORTHERN MUSICAST, I	88022	0	2022	10	INV	P	135.00	pcard	Transit Center subs	
999990	GAN*WINEWSPAPERCIRC	87941	0	2022	10	INV	P	40.00	pcard	Post Crescent	
ACCOUNT TOTAL								175.00			
58071000	630400		Postage / Freight								
001583	UNITED STATES POSTAL	88951	0	2022	10	INV	P	3.36	pcard	FCTC postage	
999990	VERITIV OPERATING CO	89124	0	2022	10	INV	P	16.50	PCARD	Copy Paper/Fuel Sur	
ACCOUNT TOTAL								19.86			
58071000	630700		Food & Provisions								
999990	JERSEY BAGEL & DELI	87943	0	2022	10	INV	P	41.98	pcard	Octoberfest	
999990	CAMERON S COFFEE	88021	0	2022	10	INV	P	287.64	pcard	Supplies	
999990	LITTLE CAESARS 0089	88335	0	2022	10	INV	P	26.85	pcard	Emplyee appreciatio	
								356.47			
ACCOUNT TOTAL								356.47			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION		
58071000 631603				Other Misc. Supplies					
001198 SAM'S CLUB	87576	0	2022 10	INV P			Octoberfest	177.16	pcard
999990 CITGO - NORTHLAND AV	87935	0	2022 10	INV P			octoberfest	14.22	pcard
				ACCOUNT TOTAL				191.38	
58071000 632001				City Copy Charges					
001164 RICOH USA, INC.	86955	0	2022 10	INV P		100522	555894	237.39	
001164 RICOH USA, INC.	88416	0	2022 10	INV P		102622	556165	1,296.63	
								1,534.02	
				ACCOUNT TOTAL				1,534.02	
58071000 632002				Outside Printing					
001121 QUICK PRINT CENTER,	88953	0	2022 10	INV P			Forms	889.39	pcard
				ACCOUNT TOTAL				889.39	
58071000 632300				Safety Supplies					
000274 CINTAS CORPORATION	88949	0	2022 10	INV P			Mats and safety sup	52.66	pcard
				ACCOUNT TOTAL				52.66	
58071000 640300				Bank Service Fees					
000814 LOOMIS ARMORED US, L	88108	0	2022 10	INV P		102622	556148 Armored Service	173.58	
				ACCOUNT TOTAL				173.58	
58071000 640400				Consulting Services					
001275 SRF CONSULTING GROUP	88138	0	2022 10	INV P		102622	556168 Service Planning pr	728.97	
				ACCOUNT TOTAL				728.97	
58071000 640800				Contractor Fees					
001237 SHRED-IT USA	88023	0	2022 10	INV P			Shredding	53.65	pcard
001771 RED SHOES PR, INC.	87663	0	2022 10	INV P		101222	555983 September marketing	4,231.25	
				ACCOUNT TOTAL				4,284.90	
58071000 641200				Advertising					
001573 4IMPRINT, INC.	88015	0	2022 10	INV P			Marketing supplies	842.26	pcard
001771 RED SHOES PR, INC.	87662	0	2022 10	INV P		101222	555983 Digital Advertising	3,500.00	
999990 EVERYTHING BRANDED	89001	0	2022 10	INV P			Marketing materials	2,470.00	pcard
				ACCOUNT TOTAL				6,812.26	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION
58071000 641301	001575 WE ENERGIES	549	0	2022 10	INV P	100522	555909	ELEC 707600246-0000
								Electric
								ACCOUNT TOTAL
								4,229.72
58071000 641302	001575 WE ENERGIES	549	0	2022 10	INV P	100522	555909	GAS 707600246-00001
								Gas
								ACCOUNT TOTAL
								134.73
58071000 641308	000250 CELLCOM APPLETON PCS	87944	0	2022 10	INV P	pcard		Cellphones
								Cellular Phones
								ACCOUNT TOTAL
								568.67
58071000 643000	001588 THEDACARE, INC.	88137	0	2022 10	INV P	102622	556174	DOT Physicals
								Health Services
								ACCOUNT TOTAL
								81.60
58071000 659900	000531 FOX VALLEY COMMUNICA	88142	0	2022 10	INV P	102622	556125	Translation service
								Other Contracts/Obligation
								ACCOUNT TOTAL
								10.00
								000864 MEMORIAL FLORIST AND
								88952
								ACCOUNT TOTAL
								97.00
								ORG 58071000 TOTAL
								22,305.36
58072000								VT 5307 Vehicle Maintenance
58072000 630901	000035 AIRGAS USA, LLC	88143	0	2022 10	INV P	102622	556109	Shop supplies
								Shop Supplies
								ACCOUNT TOTAL
								55.37
								000262 CHEMSTATION WISCONSI
								87942
								ACCOUNT TOTAL
								1,573.39
								000866 MENARDS
								87585
								ACCOUNT TOTAL
								12.33
								000866 MENARDS
								88322
								ACCOUNT TOTAL
								306.48
								001003 NORTHSIDE HARDWARE,
								88323
								ACCOUNT TOTAL
								23.12
								001003 NORTHSIDE HARDWARE,
								88324
								ACCOUNT TOTAL
								84.92
								001655 AUTOMOTIVE SUPPLY CO
								87667
								ACCOUNT TOTAL
								34.88
								001655 AUTOMOTIVE SUPPLY CO
								87669
								ACCOUNT TOTAL
								710.08
								999990 THE HOME DEPOT #4903
								88068
								ACCOUNT TOTAL
								67.33
								999990 PICK 'N SAVE #118
								88069
								ACCOUNT TOTAL
								42.09

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION
	999990 SAGE SECURITY SOLUTI	88965	0	2022 10	INV P			Supply
	999990 TARTAN SUPPLY CO LLC	89023	0	2022 10	INV P			TARTAN OCT CUSTODIA
								12.00 pcard
								137.69 pcard
								259.11
								ACCOUNT TOTAL
								3,059.68
58072000	630902							Tools & Instruments
000866	MENARDS	88322	0	2022 10	INV P			Tools and shop supp
								43.75 pcard
								ACCOUNT TOTAL
								43.75
58072000	632200							Gas Purchases
000763	KWIK TRIP, INC	87670	0	2022 10	INV P			September Fuel
								504.11 101222 555961
								ACCOUNT TOTAL
								504.11
58072000	632601							Repair Parts
000006	ABC BUS, INC.	87666	0	2022 10	INV P			Bus parts
								396.28 101222 555917
000089	NEW FLYER OF AMERICA	88139	0	2022 10	INV P			Parts
								2,087.88 102622 556155
000569	GILLIG LLC	88141	0	2022 10	INV P			Parts
								1,371.60 102622 556129
001223	SERVICE MOTOR COMPAN	87584	0	2022 10	INV P			Parts
001223	SERVICE MOTOR COMPAN	88338	0	2022 10	INV P			Tax Credit
								538.19 pcard
								-28.06 pcard
								510.13
001655	AUTOMOTIVE SUPPLY CO	87667	0	2022 10	INV P			Parts and supply
001655	AUTOMOTIVE SUPPLY CO	87669	0	2022 10	INV P			Parts & supplies
								1,005.70 101222 555925
								17.88 101222 555925
								1,023.58
								ACCOUNT TOTAL
								5,389.47
58072000	632700							Miscellaneous Equipment
001003	NORTHSIDE HARDWARE,	88336	0	2022 10	INV P			Small equipment
								1,249.98 pcard
999990	SP GLOBEIUS	88085	0	2022 10	INV P			Equipment
								248.63 pcard
								ACCOUNT TOTAL
								1,498.61
58072000	641700							Vehicle Repairs & Maint
001597	NOLTE'S TOWING	87664	0	2022 10	INV P			Towing 2001
								368.13 101222 555972
002083	TRANSPORT REFRIGERAT	86953	0	2022 10	INV P			Vehicle repairs
								492.30 100522 555903
								ACCOUNT TOTAL
								860.43
58072000	642400							Software Support
000172	BAYCOM, INC.	87769	0	2022 10	INV P			SERVICE AGREEMENT
								1,399.00 101922 556024

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
			ACCOUNT TOTAL						1,399.00
58072000 643000			Health Services						
001588 THEDACARE, INC.	88135	0	2022 10 INV P			81.60	102622		556172 DOT Physicals
			ACCOUNT TOTAL						81.60
58072000 645100			Laundry Services						
000274 CINTAS CORPORATION	88950	0	2022 10 INV P			72.60	pcard		Uniforms & Mats
			ACCOUNT TOTAL						72.60
			ORG 58072000 TOTAL						12,909.25
58073000			VT 5307 Building Maintenance						
58073000 640700			Solid waste/Recycling Pickup						
999990 GFL ENVIRONMENTAL IN	89623	0	2022 10 INV P			200.48	pcard		GFL ENVIRONMENTAL I
999990 GFL ENVIRONMENTAL IN	89624	0	2022 10 INV P			104.00	pcard		GFL ENVIRONMENTAL I
						304.48			
			ACCOUNT TOTAL						304.48
58073000 645100			Laundry Services						
000274 CINTAS CORPORATION	88949	0	2022 10 INV P			69.66	pcard		Mats and Safety sup
000274 CINTAS CORPORATION	88950	0	2022 10 INV P			372.42	pcard		Uniforms & Mats
						442.08			
			ACCOUNT TOTAL						442.08
58073000 659900			Other Contracts/Obligation						
002401 CLEAN POWER, LLC	86885	0	2022 10 INV P			869.37	100522		555839 ALL-Janitorial Serv
			ACCOUNT TOTAL						869.37
58073000 680300 1800			Buildings						
002967 LHB, INC	86897	0	2022 10 INV P			57,976.27	100522		555865 Transit Center Need
			ACCOUNT TOTAL						57,976.27
			ORG 58073000 TOTAL						59,592.20
58074000			VT 5307 Operations						
58074000 487500 1816			Farebox Revenue						
999998 Kevin Lee	88145	0	2022 10 INV P			35.50	102622		556152 Refund incorrect ch
			ACCOUNT TOTAL						35.50
58074000 632200			Gas Purchases						
000763 KWIK TRIP, INC	87670	0	2022 10 INV P			1,338.17	101222		555961 September Fuel

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION
	001608 GARROW OIL CORPORATI	88144	0	2022 10	INV P	32,074.43	102622	556128 #2 Clear Diesel Fue
					ACCOUNT TOTAL	33,412.60		
58074000 632602	001926 GOODYEAR TIRE AND RU	88165	220246	2022 10	INV P	3,105.49	101922	556049 Bus tire lease prog
	001996 MATTHEWS TIRE, INC.	88140	0	2022 10	INV P	34.95	102622	556150 Flat repair
					ACCOUNT TOTAL	3,140.44		
58074000 632700	000362 DELL MARKETING L.P.	87629	0	2022 10	INV P	2,723.54	101922	556037 VT New Hire Tech
	000362 DELL MARKETING L.P.	87724	0	2022 10	CRM P	-61.09	101922	556037 Returned Keyboard/M
						2,662.45		
999990 AMZN MKTP US*1K0WE2F		88075	0	2022 10	INV P	106.50	pcard	Wireless Ergonomic
					ACCOUNT TOTAL	2,768.95		
58074000 643000	001588 THEDACARE, INC.	87661	0	2022 10	INV P	299.20	101222	555996 DOT Physicals
	001588 THEDACARE, INC.	88136	0	2022 10	INV P	877.00	102622	556173 DOT Physicals
						1,176.20		
					ACCOUNT TOTAL	1,176.20		
58074000 659900	999990 BHN*GIFTCARDS.COM	88955	0	2022 10	INV P	2,468.15	pcard	Driver incentive pr
					ACCOUNT TOTAL	2,468.15		
					ORG 58074000 TOTAL	43,001.84		
58075000			VT 5307 ADA		Paratransit			
58075000 631603	001983 AMAZON	87550	0	2022 10	INV P	187.80	pcard	Charging cables
					ACCOUNT TOTAL	187.80		
58075000 632002	001121 QUICK PRINT CENTER,	88954	0	2022 10	INV P	758.12	pcard	Tickets
					ACCOUNT TOTAL	758.12		
58075000 632700	001442 VERIZON WIRELESS SER	88948	0	2022 10	INV P	3,499.65	pcard	Data plan and new t
					ACCOUNT TOTAL	3,499.65		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION		
58075000 640800 001186 RUNNING, INC.	89448	0	2022 10	INV P	112322		Contractor Fees 2022 10 INV P	82,872.70	556547 October VTII servc
							ACCOUNT TOTAL	82,872.70	
58075000 641308 001442 VERIZON WIRELESS SER	88948	0	2022 10	INV P	112322		Cellular Phones 2022 10 INV P	1,705.95	pcard Data plan and new t
							ACCOUNT TOTAL	1,705.95	
							ORG 58075000 TOTAL	89,024.22	
58076000 58076000 640800 1806 001186 RUNNING, INC.	89448	0	2022 10	INV P	112322		VT 5307 Ancillary Paratransit Contractor Fees 2022 10 INV P	1,786.65	556547 October VTII servc
							ACCOUNT TOTAL	1,786.65	
58076000 640800 1807 001186 RUNNING, INC.	89448	0	2022 10	INV P	112322		Contractor Fees 2022 10 INV P	219.20	556547 October VTII servc
							ACCOUNT TOTAL	219.20	
58076000 640800 1809 001186 RUNNING, INC.	89446	0	2022 10	INV P	112322		Contractor Fees OC Demand Resp 2022 10 INV P	27,604.95	556547 October Rural Servi
							ACCOUNT TOTAL	27,604.95	
58076000 640800 1813 001186 RUNNING, INC.	89445	0	2022 10	INV P	112322		Contractor Fees-Neenah DAR 2022 10 INV P	3,974.95	556547 October NWDAR servi
							ACCOUNT TOTAL	3,974.95	
58076000 640800 1819 001186 RUNNING, INC.	89447	0	2022 10	INV P	112322		Contractor Fees-Connectr Hours 2022 10 INV P	17,510.00	556547 October Connector S
							ACCOUNT TOTAL	17,510.00	
58076000 640800 1820 001186 RUNNING, INC.	89447	0	2022 10	INV P	112322		Contractor Fees-Connector Area 2022 10 INV P	3,660.00	556547 October Connector S
							ACCOUNT TOTAL	3,660.00	
58076000 659900 001600 LUTHERAN SOCIAL SERV 88466 001600 LUTHERAN SOCIAL SERV 88467	88466 88467	0 0	2022 10 2022 10	INV P INV P	110322 110322		Other Contracts/Obligation 2022 10 INV P	16,725.00 17,206.00	556239 MM & Operating 2nd 556239 MM & Op 3rd Qtr rei
								33,931.00	
							ACCOUNT TOTAL	33,931.00	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/10 TO 2022/10		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION
				ORG 58076000	TOTAL				88,686.75
58079000					VT COVID-19	Response			
58079000	640800					Contractor Fees			
002401	CLEAN POWER, LLC	87665		0	2022 10	INV P		555931	september bus clean
					ACCOUNT TOTAL				3,210.55
58079000	659900					Other Contracts/Obligation			
999990	ZOOM.US 888-799-9666	88014		0	2022 10	INV P		pcard	Teleconferance serv
					ACCOUNT TOTAL				10.00
				ORG 58079000	TOTAL				3,220.55
FUND 580 Valley Transit				TOTAL:					318,740.17

** END OF REPORT - Generated by Debra Ebben **



MEMORANDUM

TO: Fox Cities Transit Commission, City of Appleton Common Council

FROM: Ron McDonald, General Manager

DATE: November 10, 2022

RE: Award Recommendation for In-Vehicle Network System Vendor

BACKGROUND

Valley Transit's fixed-route vehicles are equipped with several onboard products that require cell data to communicate with cloud-based software and enable features to function properly. The primary onboard product utilizing cell data is our automatic vehicle location (AVL) system. The AVL system provides service data and vehicle location updates to the cloud, which enables the proper function of onboard passenger information systems (stop announcements, board/alight data, interior and exterior sign messaging); assists staff with service oversight; and supplies data to our public bus tracking application.

In addition to the AVL system, other onboard products that currently do not use mobile data can be enhanced or modernized with access to cell data. This includes Valley Transit's next fare payment system, which will require cell data to expand customer payment options.

The agreement with Valley Transit's current AVL system vendor, DoubleMap, includes the provision of cell data. DoubleMap's onboard tablet houses a SIM card that enables the vendor's data plan for use by their system. This set-up limits access to only the AVL system and is not capable of supplying cell data to other onboard products. The DoubleMap system is being discontinued by the vendor. In response, Valley Transit has recently begun the procurement process to select another AVL solution to replace DoubleMap in 2023. The replacement system will require cell data to operate.

Valley Transit discussed data communication options with several AVL vendors, peer transit systems and City of Appleton IT staff. This planning was required to prepare for Valley Transit's next AVL system vendor (summer, 2023) and other onboard technologies in the future. The clear consensus is for Valley Transit to directly purchase its own cell data plan and related hardware (GPS antenna & rugged router) to supply cell data to applicable future applications/products onboard transit vehicles.

ANALYSIS

The Appleton Police Department (APD) recently purchased an in-vehicle network system for squad cars from Cellcom (De Pere, WI). The project hardware included Cradlepoint routers and exterior GPS antennas for each vehicle. The project also included an unlimited data plan and license to cloud management software, called NetCloud. The unlimited data plan is designed for "first responders" and is not throttled or restricted by Cellcom. The cloud management software enables remote access to each router in the field. This improves system oversight and will allow some support, maintenance or update tasks to occur without pulling the vehicle from service. The system provided by Cellcom to APD meets all requirements for Valley Transit vehicles.

Valley Transit is requesting a sole source purchase with Cellcom to implement a similar in-vehicle network system onboard each transit vehicle. The decision to sole source with Cellcom is based on the City of Appleton and APD's existing relationship with Cellcom, product uniformity and cost savings. Cellcom is extending the same first responder unlimited data plan to Valley Transit. The data plan cost is significantly discounted for the public sector. System uniformity will enable a single cloud management software platform for City IT staff. It will also save resources concerning install, training, repair and troubleshooting.

Valley Transit staff have reviewed this recommendation with City of Appleton IT staff familiar with the APD project. The sole source decision was reviewed and approved by City of Appleton purchasing staff.

FISCAL IMPACT

The initial hardware cost is \$55,650.71. This amount includes a router, GPS antenna, and cloud management system license for all transit revenue vehicles (29). The annual data plan fleet-wide would cost \$11, 832. Valley Transit requests an additional 10% contingency (\$6,748) for unknown costs. This brings the total year one implementation cost to \$74,230.71. Existing federal grants would cover 80% of total project cost. The remaining cost would be expensed from Valley Transit's annual budget.

After project year-one, the ongoing annual unlimited data plan cost is \$11,832 for 29 vehicles.

Please note that this in-vehicle network system purchase will remove the provision of cell data and related cost from the upcoming AVL system project budget and future onboard systems requiring cell data.

RECOMMENDATION

Staff recommends authorization for Valley Transit to complete a sole source purchase with Cellcom, De Pere, WI.



"...meeting community needs...enhancing quality of life."

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

To: Transit Commission

From: Dean R. Gazza, Director of Parks, Recreation and Facilities Management

Date: December 13, 2022

Re: Action: Request to sole source a contract to IMEG Corporation for professional services needed to complete the building commissioning for the Valley Transit Remodeling Project, for a contract fee of \$42,950 and a contingency of 5% to not exceed a total contract of \$45,098.

This memo is a request to sole source a contract to IMEG Corporation to complete building commissioning for Valley Transit Remodeling Project. In moving forward with the Valley Transit Remodeling Project, IMEG Corporation has provided a detailed proposal for the work that is proposed with a competitive project fee of \$42,950.

Valley Transit has allocated monies to renovate the current Valley Transit Whitman Ave. Facility. The Project is designed, and based on the design, and a commissioning agent is required to ensure the finished project has been built and operating within project specifications. Building commissioning is a specialized professional service and usually costs 0.5 – 1.5% of the total construction cost. We will need to enter into a contract with a commissioning agent before the remodeling project is bid out in Mid-January 2023.

PRFMD has solicited several professional services firms for commissioning proposals, and all of the firms indicated they do not do this specialized work. IMEG Corporation was recommended by the project cost estimating firm. We contacted IMEG corporation, and they provided us with a very competitive proposal which amounts to 0.6% of the estimated project cost. This is at the very low end of typical compensation for building commissioning services.

IMEG Corporation is internationally recognized for their professional services and has completed many projects of similar scope. Based upon IMEG Corporation's previous experience, time constraints, and the lack of responses from other firms we are requesting sole sourcing the building commissioning for the Valley Transit Remodeling Project to IMEG Corporation in the amount of \$42,950 with a contingency of 5% only to be utilized as needed. We believe that our choice of IMEG Corporation will ensure that the investment is fully maximized based on their past work of highly complex and technical projects. The sole source decision was reviewed and approved by City of Appleton purchasing staff.

RECOMMENDATION:

Award the building commissioning for the Valley Transit Remodeling Project to IMEG Corporation in the amount of \$42,950 with a contingency of 5% only to be utilized as needed.

Please feel free to contact me at 832-5572 with any questions, or by email at dean.gazza@appleton.org.

**2023 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND OUTAGAMIE COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICES FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

Outagamie County, a Wisconsin municipal corporation, doing business at 320 South Walnut Street, Appleton, Wisconsin 54911 ("County").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City of Appleton's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, Outagamie County and the City of Appleton, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, Outagamie County provides transportation services for clients of the Outagamie County Department of Human Services requiring transport to Goodwill Industries, Valley Packaging, Inc., and other sites of client service; and

WHEREAS, it has been determined to be beneficial to Valley Transit and Outagamie County to have the City of Appleton, via Valley Transit assume the responsibility for the payment of all urban and rural developmental disabilities workshop transportation service routes; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

WHEREAS, Outagamie County assumes responsibility and direction of its operation;

III. THE AGREEMENT

NOW, THEREFORE, the City of Appleton and Outagamie County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA Service

Outagamie County agrees to pay the local share of ADA paratransit contract costs for trips originating in the Outagamie County portion of Valley Transit's ADA service area (all of the parts of the City of Appleton that lie within Outagamie County, the City of Kaukauna, Villages of Kimberly, Little Chute and Combined Locks, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Towns of Grand Chute, Kaukauna, Vandenbroek, and Buchanan). The parties agree that approximately 38% of such trips occur in the Outagamie County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference

is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Outagamie County's actual ADA funding contribution will be as follows:

$$\begin{aligned}
 & \text{Outagamie County Rides x Contract Cost} \\
 + & \text{ Outagamie County Share of Administrative Costs} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenues} \\
 = & \text{ Outagamie County's Estimated ADA Funding Requirement}
 \end{aligned}$$

In 2023, Valley Transit estimates 115,000 ADA rides of which it is estimated that 38% will originate in Outagamie County. The base contract cost per ride is estimated to average \$17.85 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore Outagamie County's estimated funding requirement will be:

\$780,045	Costs (43,700 rides at \$17.85 per ride)
131,398	38% of admin charges
(255,204)	Federal Share
(255,204)	State Share
<u>(174,800)</u>	Fares (43,700 rides at \$4.00 per ride)
\$226,235	Estimated funding

Outagamie County's actual costs will be based on actual ridership, contract costs (including fuel surcharge), federal share, state share, and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Outagamie County service shall also be applied in this formula. For 2023 the parties agree that Outagamie County's liability for ADA urban paratransit services will be capped at \$250,000 and all paratransit services will be capped at the full cost of its ancillary services.

B. *Elderly and Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides to the elderly (non-ADA eligible) and Sunday service to ADA eligible passengers. Outagamie County requires certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing Outagamie County's actual contribution for this ancillary service will be based on the following:

$$\begin{aligned}
 & \text{Outagamie County Rides x Contract Cost} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenue} \\
 + & \text{ Local Surcharge (1/3 of Federal plus 1/3 of State Share)} \\
 = & \text{ Outagamie County's Estimated Ancillary Funding Requirement}
 \end{aligned}$$

The contract costs for elderly rides will be \$17.85; Sunday service will be \$17.85. In 2023, Valley Transit estimates 3,325 Outagamie County elderly trips and 1,080 Outagamie County Sunday trips with estimated costs as follows:

\$59,351	Elderly Costs (3,325 x \$17.85)
----------	---------------------------------

(16,618)	Federal Share
(16,618)	State Share
(13,300)	Fares (3,325 x \$4.00/ride)
<u>\$11,079</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$23,894	Estimated funding

\$9,278	Sunday Costs (1,080 x \$17.85)
(5,398)	Federal Share
(5,398)	State Share
(11,880)	Fares (1,080 x \$11.00/ride)
<u>\$3,599</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$201	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Outagamie County service shall also be applied in this formula.

C. *Other Ancillary Transportation Service*

- 1) As part of this agreement, Valley Transit will be the funding mechanism for Outagamie County rural demand response paratransit service. These services will be managed separately from Valley Transit's ADA paratransit contract service (which combines with elderly, Sunday, and evening service).

The formula for computing Outagamie County's rural demand response paratransit service funding contribution will be as follows:

- + Cost of Service
- Federal Share (5310 funding)
- State Share (estimated at 28%)
- + Local Administrative Charge
- = Outagamie County's Estimated Rural Service Requirement

In 2023, Valley Transit estimates 7,500 Outagamie County rural demand response paratransit trips with estimated costs as follows:

\$ 289,125	Costs (7,500 rides x \$38.55)
(80,955)	Federal Share
(80,955)	State Share
(54,000)	Fares (7,500 x \$6.00/ride)
<u>\$ 38,506</u>	Administrative charge
\$111,721	Estimated funding

- 2 **Method of Payment.** Outagamie County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service as outlined in this contract on a quarterly basis. Valley Transit will invoice for this service in advance of the quarter. Federal and State operating assistance will be reimbursed to Outagamie County on a quarterly basis

based on the amount paid in, actual costs, actual fares, and intergovernmental revenues. Final reconciliation of actual costs will occur at year end.

Outagamie County will pay Valley Transit monthly for the Other Ancillary Services based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% month) thereafter unless the billing is disputed by Outagamie County.

3. Service Criteria.

Elderly Service. Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. These hours may be changed at the discretion of Outagamie County.

Rural Service. Rural demand response service will be provided between the hours of 9:00 a.m. and 4:00 p.m. Tuesday and Thursday and between 9:00 a.m. and 5:00 p.m. Monday, Wednesday and Friday. These hours may be changed at the discretion of Outagamie County.

ADA Service. Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.

Sunday Service. Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

General. There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All elderly service will be basic and the ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. Eligibility.

Elderly Service. Service will be provided to the elderly (those persons age 60 and over who are not eligible for ADA services), although Outagamie County will encourage the use of Valley Transit's fixed route service when possible.

Rural Service. Service will be provided to the elderly (those persons age 60 and over) or disabled individuals over age 5 traveling outside Valley Transit's ADA service area.

Sunday ADA. Sunday service will be available to ADA eligible people.

ADA Service. ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. Length of Agreement. This agreement shall be in effect commencing on January 1, 2023 through December 31, 2023.

6. Statistical Reports. Valley Transit agrees to provide the County information sufficient to complete the Outagamie County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.

7. Safety. Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, and Sunday and rural services. In the event that the parties agree to contract with a third party

for random safety and operational checks, the contract costs for such checks will be paid for by Outagamie County.

- 8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Outagamie County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and Outagamie County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
- 9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
- 10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Outagamie County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
- 11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- 12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
- 13. **Fares.** Between January 1 and December 31, 2023, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2023. Fares for the rural transportation will be established by Outagamie County.
- 14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

- 15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record,

conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of Outagamie County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Outagamie County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.

17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2022.

CITY OF APPLETON

BY: _____

JACOB A. WOODFORD, MAYOR

DATE: _____

By: _____

KAMI LYNCH, CITY CLERK

DATE: _____

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

[SIGNATURES CONTINUE ON THE NEXT PAGE]

OUTAGAMIE COUNTY

By: _____
THOMAS NELSON, COUNTY EXECUTIVE

By: _____
JOHN RATHMAN, DIRECTOR,
DEPARTMENT OF HEALTH & HUMAN SERVICES

APPROVED AS TO FORM:

KYLE SARGENT, CORPORATION COUNSEL
CL: A22-0939.AKA

**2023 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND WINNEBAGO COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("City").

Winnebago County, a Wisconsin municipal corporation, doing business at 112 Otter Avenue, P.O. Box 2806, Oshkosh, Wisconsin 54903-2806 ("County").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City of Appleton's wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, Winnebago County and the City of Appleton, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, Winnebago County provides transportation services for clients of the Winnebago County Department of Community Programs requiring transport to sites of client service; and

WHEREAS, it has been determined to be beneficial to Valley Transit and Winnebago County, to have the City of Appleton, via Valley Transit assume the responsibility for the payment of certain urban and rural specialized transportation service routes; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City of Appleton is the owner of Valley Transit and assumes responsibility for and direction of its operations; and

WHEREAS, Winnebago County assumes responsibility and direction of its operation; and

NOW, THEREFORE, the City of Appleton and Winnebago County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA Service

Winnebago County agrees to pay the local share of ADA paratransit contract costs for trips originating in the Winnebago County portion of Valley Transit's ADA service area (all of the parts of the City of Appleton that lie within Winnebago County, the Cities of Neenah and Menasha, the Village of Fox Crossing, and the area which is within 3/4 of a mile from all Valley Transit fixed routes within the Town of Neenah). The parties agree that approximately 18% of such trips occur in the Winnebago County portion of Valley Transit's service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Winnebago County's actual ADA funding contribution will be as follows:

$$\begin{aligned}
 & \text{Winnebago County Rides x Contract Cost} \\
 + & \text{ Administrative Charges (18\%)} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenues} \\
 = & \text{ Winnebago County's Estimated ADA Funding Requirement}
 \end{aligned}$$

In 2023, Valley Transit estimates 115,000 ADA rides of which it is estimated that 18% will originate in Winnebago County. The base contract cost per ride is estimated to average \$17.85 on a monthly basis with a separate cost for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore, Winnebago County's estimated funding requirement will be:

\$369,495	Costs (20,700 rides at \$17.85 per ride)
62,241	18% of admin charges
(120,886)	Federal Share
(120,886)	State Share
<u>(82,800)</u>	Fares (20,700 rides at \$4.00 per ride)
\$107,164	Estimated funding

Winnebago County's actual costs will be based on actual ridership, contract costs per ride (including fuel), federal share, state share, and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Winnebago County service shall also be applied in this formula. For 2023 the parties agree that Winnebago County's liability for all paratransit service will be capped at the full costs of its ancillary programs.

B. *Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sunday to ADA eligible passengers. The service will be provided in the same service area described earlier. The formula for computing Winnebago County's actual contribution for this ancillary service will be based on the following:

$$\begin{aligned}
 & \text{Winnebago County Rides x Contract Cost} \\
 - & \text{ Federal Share} \\
 - & \text{ State Share} \\
 - & \text{ Farebox Revenue} \\
 + & \text{ Local Surcharge (1/3 of Federal plus 1/3 of State Share)} \\
 = & \text{ Winnebago County's Estimated Ancillary Funding Requirement}
 \end{aligned}$$

The basic contract cost for Sunday service (including fuel) is estimated to be \$17.85 per ride plus fuel. In 2023, Valley Transit estimates 84 Winnebago County Sunday trips with estimated costs as follows:

\$1,499	Sunday Costs (84 x \$17.85)
(420)	Federal Share
(420)	State Share
(924)	Fares (84 x \$11.00/ride)

\$ 280 Local Surcharge (1/3 of Federal plus 1/3 of State Share)
 \$ 15 Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride (including fuel surcharge), federal share, state share and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Winnebago County service shall also be applied in this formula.

C. *County Specialized Transportation Service*

Finally, as part of this agreement, Valley Transit will be the funding mechanism for Winnebago County's Heritage program. These services will be managed by Valley Transit separately from Valley Transit's ADA paratransit (which combines with Sunday service) contract service.

The formula for computing Winnebago County's funding contribution will be as follows:

Cost of Service
 - Federal Share (5310 funding)
 - State Share (estimated at 28%)
+ Administrative charge
 = Winnebago County's Estimated Specialized Transportation Funding Requirement

Estimated funding for 2023's Heritage program is:

\$ 13,923 Costs (780 x \$17.85)
 (9,900) Federal Share
 (3,900) State Share
 (2,730) Fares (780 x \$3.50/ride)
\$ 1,392 Administrative charge
 \$ 4,785 Estimated funding

2. **Method of Payment.** Winnebago County will pay Valley Transit the gross cost of ADA mandated paratransit and ADA optional paratransit service on a quarterly basis. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to Winnebago County on a quarterly basis.

Winnebago County will pay Valley Transit monthly the Heritage program based on the billings received from the provider. Valley Transit will invoice for this service also. Payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

ADA Service. Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.

Sunday Service. Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.

General. There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All elderly will be basic service and the ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

Sunday ADA. Sunday service will be available to all ADA eligible people.

ADA Service. ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2023, through December 31, 2023.
6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Winnebago County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.
7. **Safety.** Valley Transit will monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and Heritage service. In the event that the parties agree to contract with a third party for random safety and operational checks, the contract costs for such checks will be paid for by Winnebago County.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Winnebago County's cost. However, any audits required for ancillary services will be added to the total cost of those services, and Winnebago County's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Winnebago County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2023, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday hours will be \$11.00 in 2023.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of Winnebago County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Winnebago County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

SIGNATURES CONTINUE ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2022.

CITY OF APPLETON

BY: _____
JACOB A. WOODFORD, MAYOR

BY: _____
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

WINNEBAGO COUNTY

BY: _____
JONATHAN DORMEL, COUNTY EXECUTIVE

DATE: _____

BY: _____
SUE ERTMER, COUNTY CLERK

DATE: _____

CL: 22-0939AKA

**2023 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF APPLETON AND CALUMET COUNTY
TO PROVIDE FOR COST SHARING OF TRANSIT SERVICE FOR ELDERLY AND DISABLED INDIVIDUALS**

I. THE PARTIES

City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 (“City”).

Calumet County, a Wisconsin municipal corporation, doing business at 206 Court Street, Chilton, Wisconsin 53014 (“County”).

Together, the municipalities may be jointly referred to as “the Parties”.

II. THE RECITALS

WHEREAS, the Americans with Disabilities Act (hereinafter ADA), has resulted in an increase in trips provided by the City’s wholly owned transit service, Valley Transit, for individuals covered by the Act; and

WHEREAS, the County and the City, in furtherance of the goals fostered by the ADA, wish to coordinate service to offset the increase in costs; and

WHEREAS, Section 66.0301 of the Wisconsin Statutes, provides a means by which municipalities may agree to share the cost of mutually beneficial services; and

WHEREAS, the City is the owner of Valley Transit and assumes responsibility for and direction of its operations;

III. THE AGREEMENT

NOW, THEREFORE, the City and the County, by their respective authorized representatives, do hereby agree as follows:

1. Cost Sharing Arrangements.

A. ADA and Sunday Service

Calumet County agrees to pay the local share of ADA and Sunday paratransit contract costs for trips originating in the Calumet County portion of Valley Transit’s ADA service area (all of the parts of the Cities of Appleton and Menasha that lie within Calumet County and the area that is within 3/4 of a mile from all Valley Transit fixed routes within the Village of Harrison). The parties agree that approximately 3% of such trips occur in the Calumet County portion of Valley Transit’s service area. The parties further agree that, throughout this Agreement, wherever reference is made to Valley Transit having obligations or responsibilities, the City of Appleton, as the contracting party and the owner of Valley Transit assures the compliance of Valley Transit with all of these duties and responsibilities.

The formula for computing Calumet County’s actual ADA funding contribution will be as follows:

Calumet County Rides x Contract Cost

- + Administrative Charges (4%)
- Federal Share
- State Share
- Farebox Revenues
- = Calumet County's Estimated ADA Funding Requirement

In 2023, Valley Transit estimates 115,000 ADA rides of which it is estimated that 3% will originate in Calumet County. The base contract cost per ride is estimated to average \$17.85 with a separate charge for administrative expenses. The Federal and State shares are estimated to be 28% and 28% respectively; therefore, Calumet County's estimated funding requirements will be:

\$61,583	Costs (3,450 rides at \$17.85 per ride)
10,374	Administrative charges (3%)
(20,148)	Federal Share
(20,148)	State Share
<u>\$ (13,800)</u>	Fares (3,450 rides at \$4.00 per ride)
\$ 17,861	Estimated funding

Calumet County's actual costs will be based on actual ridership, contract costs (including fuel), federal share, state share, and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied to this service. All fares received as payment for the Calumet County service shall also be applied in this formula.

B. *Elderly and Sunday Service*

As part of the service contract for ADA rides, Valley Transit will also provide rides on Sundays to ADA eligible and the elderly (non-ADA eligible). Calumet County may require certification of elderly riders for eligibility of this service. The service will be provided in the same service area described earlier. The formula for computing Calumet County's actual contribution for this ancillary service will be based on the following:

- Calumet County Rides x Contract Cost
- Federal Share
- State Share
- Farebox Revenue
- + Local Surcharge (1/3 of Federal plus 1/3 State Share)
- = Calumet County's Estimated Ancillary Funding Requirement

The contract costs (including fuel) for elderly rides will be \$17.85; Sunday service will be \$17.85. In 2023, Valley Transit estimates 175 Calumet County elderly trips and 36 Sunday trips with estimated costs as follows:

\$3,124	Elderly Costs (175 x \$17.85)
(875)	Federal Share
(875)	State Share
(700)	Fares (175 x \$4.00/ride)
<u>\$ 583</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 1,257	Estimated funding

\$ 643	Sunday Costs (36 x \$17.85)
(180)	Federal Share
(180)	State Share
(396)	Fares (36 x \$11.00/ride)
<u>\$ 120</u>	Local Surcharge (1/3 of Federal plus 1/3 of State Share)
\$ 7	Estimated funding

Actual County costs will be based on actual ridership, contract costs per ride, federal share, state share, and fares in 2023. The full percentage of federal and state shares received by Valley Transit for transit funding assistance shall be applied in this formula. All fares received as payment for the Calumet County service shall also be applied in this formula.

C. *Other Ancillary Transportation Service*

- 1) As part of this agreement, Valley Transit will be the funding mechanism for the rural van service. This service will be managed by Calumet County separately from Valley Transit's ADA paratransit (which combines with elderly, Sunday, and evening service) contract service which Valley Transit will manage.

The formula for computing Calumet County's funding contribution will be as follows:

Cost of Service
- Federal Share
- State Share
- Fares
<u>+ Local Surcharge (1/2 of Federal plus 1/2 of State Share)</u>
= Calumet County's Estimated Ancillary Funding Requirement

In 2023 the cost estimate is as follows:

\$ 28,800	Costs
(8,064)	Federal Share
(8,064)	State Share
(18,700)	Fares
<u>\$ 8,064</u>	Local Surcharge (1/2 of Federal plus 1/2 of State Share)
\$ 2,036	Estimated funding

2. **Method of Payment.** Calumet County will pay Valley Transit the gross cost of ADA mandated paratransit, ADA optional paratransit, and elderly (non-ADA eligible) service on a quarterly basis upon receipt by Valley Transit of quarterly ridership reports. Valley Transit will invoice for this service. Federal and State operating assistance will be reimbursed to Calumet County on a quarterly basis.

Calumet County will pay Valley Transit monthly for the other Ancillary Services based on billings received from the provider. Valley Transit will invoice for this service also. All payments are due 30 days from the invoice date. Interest will accrue at a rate of 18% per year (1.5% per month) thereafter.

3. **Service Criteria.**

- Elderly Service.* Service to the elderly will be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.
- ADA Service.* Service to people with disabilities will be provided Monday through Friday 5:30 a.m. to 10:30 p.m., and Saturdays 7:30 a.m. to 10:30 p.m.
- Sunday Service.* Service to people with disabilities will be provided on Sundays, 7:30 a.m. to 2:00 p.m.
- General.* There will be no service on six of the holidays where Valley Transit does not operate (Christmas, New Years, Labor Day, Memorial Day, July 4th, and Thanksgiving). All elderly service will be basic and the ADA paratransit will be in compliance with ADA regulation, 49 CFR Section 37.131.

4. **Eligibility.**

- Elderly Service.* Service will be provided to the elderly (those persons aged 60 and over who are not eligible for ADA services), although Calumet County will encourage the use of Valley Transit's fixed route service when possible.
- Sunday ADA.* Sunday service will be available to ADA eligible persons.
- ADA Service.* ADA eligibility is consistent with the ADA regulations, 49 CFR Section 37.125. The service will allow advance reservation up to 14 days in advance of a trip and ensure that ADA subscription trips not absorb more than 50 percent of the ADA trips at a given time unless modified by both parties to this contract.

5. **Length of Agreement.** This agreement shall be in effect commencing on January 1, 2023, through December 31, 2023.
6. **Statistical Reports.** Valley Transit agrees to provide the County information sufficient to complete the Calumet County semi-annual reports for submission to the Wisconsin Department of Transportation as a requirement of the Section 85.21 transportation assistance program. The information submitted must pertain to the service identified in this agreement and must be provided in a timely manner. Valley Transit will also provide to the County all other reasonable ridership or financial information which the County requests.
7. **Safety.** Valley Transit will use internal staff to monitor the safety and operational requirements of its contracted ADA, elderly, Sunday and evening service and Calumet County Van Service.
8. **Audit.** Valley Transit will include audit costs for its contracted ADA service in its budget without impact on Calumet County's cost. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
9. **Records.** Valley Transit shall maintain such records as necessary for a period of three years from the close of the Federal fiscal year to which they pertain, which said record keeping will enable Valley Transit to meet any responsibilities it may have to the state and federal government.
10. **Inspection.** Valley Transit will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Calumet County, the Area Agency on Aging, the Department of Health and Social services and its authorized agents, and federal agencies, in order to confirm Valley Transit's compliance with the specifications of this agreement.
11. **Disclosure.** The use or disclosure by any party of any information concerning eligible clients who receive services for any purpose not connected with the administration of the service under this

Contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

12. **Indemnification.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
13. **Fares.** Between January 1 and December 31, 2023, fares for elderly and ADA eligible riders will be \$4.00 in compliance with "origin to destination service" as defined in 49 CFR 37.3. Fares for Sunday service will be \$11.00 in 2023.
14. **Insurance.** Valley Transit agrees that, in order to protect itself and the County, its Officers, Boards, Employees and Representatives under the indemnity provisions of the paragraph above, it will at all times during the term of this Contract keep in force as required at a minimum:

<u>Coverage</u>	<u>Limit</u>
1. Worker's Compensation Statutory	\$1,000,000 General Aggregate
2. Comprehensive General Liability	\$1,000,000 Each Occurrence
3. Auto Liability	\$1,000,000 CSL

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. The County shall be given thirty (30) days advance notice of cancellation or non-renewal during the term of this Contract.

In the event any action, suit, or other proceeding is brought against the County upon any matter herein indemnified against, the County shall, within five (5) working days, give notice thereof to Valley Transit and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

15. **Discrimination.** In connection with the performance of work under this Agreement, Valley Transit agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in s51.01(5), Wisconsin Statutes, national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.
16. **Conditions.** This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of Calumet County or the City of Appleton shall serve to terminate this Contract, except as further agreed to by the parties hereto. It is also contingent upon continued funding by Valley Transit and Calumet County in its budgetary process in the option years of this Agreement and upon the City of Appleton continuing the operation of Valley Transit.
17. **Modification/Termination.** Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by an addendum signed by the authorized representative of both parties.

This agreement can be reopened if State and Federal funding regulations restrict the type of service that can be funded in any ADA or ancillary service component of the Valley Transit budget. This does not apply to the federal funding rate.

18. **Electronic Signatures.** This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2022.

CITY OF APPLETON

BY: _____
JACOB A. WOODFORD, MAYOR

By: _____
KAMI LYNCH, CITY CLERK

PROVISION HAS BEEN MADE TO PAY THE LIABILITY,
WHICH WILL ACCRUE UNDER THE CONTRACT.

APPROVED AS TO FORM:

JERI A. OHMAN, FINANCE DIRECTOR

CHRISTOPHER R. BEHRENS, CITY ATTORNEY

CALUMET COUNTY

BY: _____
TODD ROMENESKO, ADMINISTRATOR

DATE: _____

APPROVED AS TO FORM:

KIMBERLY TENERELLI, CORPORATION COUNSEL
CL: A22-0939AKA

**2023 INTERMUNICIPAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITIES OF APPLETON AND NEENAH AND THE VILLAGE OF FOX CROSSING,
TO PROVIDE FOR COST-SHARING OF TRANSIT SERVICES FOR THE ELDERLY**

I. THE PARTIES

The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911-4799 ("Appleton").

The City of Neenah, a Wisconsin municipal corporation, doing business at 211 Walnut Street, Neenah, Wisconsin 54956 ("Neenah").

The Village of Fox Crossing, a Wisconsin municipal corporation, doing business at 2000 Municipal Drive, Neenah Wisconsin 54956 ("Fox Crossing").

Together, the municipalities may be jointly referred to as "the Parties".

II. THE RECITALS

WHEREAS, the City of Appleton, the owner of Valley Transit, assumes responsibility for and direction of its operations, and

WHEREAS, the City of Neenah and the Village of Fox Crossing operate Northern Winnebago Dial-A-Ride, a transportation program (hereinafter referred to as "DIAL-A-RIDE") for the benefit of the elderly of the Cities of Neenah and Menasha, and the Village of Fox Crossing, and

WHEREAS, the Cities of Appleton and Neenah and the Village of Fox Crossing wish to coordinate services to maximize outside revenue sources.

III. THE AGREEMENT

NOW, THEREFORE, the Cities of Appleton and Neenah and the Village of Fox Crossing by their respective representatives, do hereby agree as follows:

1. **COST-SHARING AGREEMENT.**

Expenses for the Dial-A-Ride program will be shared based on the following formula:

$$\begin{aligned} & \text{Dial-A-Ride x Contract Cost} \\ & - \text{Federal Share} \\ & - \text{State Share} \\ & - \text{Farebox Revenues} \\ & + \text{Administrative Charge} \\ & = \text{City of Neenah and Village of Fox Crossing Estimated Contribution} \end{aligned}$$

Valley Transit, the City of Neenah and the Village of Fox Crossing estimate that there will be 8,800 rides in 2023. Cost estimates are as follows:

**Breakdown by Municipality of Total
Costs**

	<u>Total Program Cost</u>	Neenah/Menasha (6,800 rides)	Village of Fox Crossing (2000 rides)
Cost for Dial-A-Ride (8,800 X \$17.85)	\$157,080	\$121,380	\$35,700
Federal Share	(38,125)	(31,051)	(7,074)
State Share	(43,990)	(33,990)	(10,000)
Fares (\$3.50)	(30,800)	(23,800)	(7,000)
Administrative Charge	<u>15,708</u>	<u>12,138</u>	<u>3,570</u>
City of Neenah and Village of Fox Crossing Estimated Contribution*	\$59,873	\$44,677	\$15,196

Actual costs will be based on actual ridership, federal share, state share, and fares in 2023.

*This cost figure is illustrative given that the amounts used in the formula are estimates.

2. **METHOD OF PAYMENT.** Payment by Valley Transit to the contractor will be made monthly based on ridership information provided by the City of Neenah and the Village of Fox Crossing to Valley Transit. Valley Transit will invoice the City of Neenah and the Village of Fox Crossing for its contribution on a monthly basis.
3. **LENGTH OF AGREEMENT.** This agreement shall be for the calendar year 2023. Renewal shall occur upon mutual agreement by the parties 30 days prior to the termination date of this contract.
4. **PROGRAM ADMINISTRATION AND REPORTING.** Valley Transit, the City of Neenah and the Village of Fox Crossing shall be responsible for administration of the Dial-A-Ride Program.
5. **INSPECTION.** Both parties agree to allow inspection of each other's records and books so far as permitted by law. Record inspection shall be allowed upon reasonable notice in order to confirm compliance with the terms and conditions of this agreement.
6. **AUDIT.** Any audits required for Dial-A-Ride services will be added to the total cost of those services, and the City of Neenah's and the Village of Fox Crossing's cost impact will be as described in Section 1 above. Valley Transit shall establish and maintain accounts for the specialized transportation services receiving funding under this agreement. The accounts shall distinguish the costs of this transportation service from any other service.
7. **INDEMNIFICATION.** Each party to this agreement agrees to indemnify, save harmless and defend the other party from and against all liability, loss, damage, costs or expenses which a signing party may sustain, incur or be required to pay by reason of the other party's acts, errors or omissions.
8. **INSURANCE.** The Cities of Appleton and Neenah and the Village of Fox Crossing agree at all times during the existence of this Agreement to keep in force the following insurance coverages:

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	Statutory Limit
Comprehensive General Liability	\$1,000,000 Each Occurrence
Auto Liability	\$1,000,000 CSL

9. **DISCRIMINATION.** In connection with the performance of work under this agreement, the Cities of Appleton and Neenah and the Village of Fox Crossing agree not to discriminate against any

employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, development disability as defined in §5101 (5), Wis. Stats., national origin, marital status, ancestry, arrest record, conviction record, or membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and section for training, including apprenticeship. Valley Transit further agrees to take affirmative action to ensure equal employment opportunities.

10. **CONDITIONS**. This agreement is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding, or authority of the Cities of Appleton and Neenah and the Village of Fox Crossing shall serve to terminate this agreement.

11. **MODIFICATION/TERMINATION**. Failure to comply with any material part of this agreement may be considered cause for revision, suspension, or termination.

Revision or modification of this agreement must be agreed to by all parties involved by a written addendum signed by the authorized representatives of each party.

12. **ELECTRONIC SIGNATURES**. This Agreement may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have caused the forgoing instrument to be executed on this _____ day of _____, 2022.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

City of Appleton
VALLEY TRANSIT INCOME STATEMENT - REVISED
For Ten Months Ending October 31, 2022

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2022 Amended Budget	2022 % of Total Budget
REVENUES						
Bus Fare Revenue	45,089	45,931	521,516	431,939	858,843	60.72%
Paratransit Fare Revenue	30,908	41,987	331,629	422,682	702,530	47.20%
Total Fare Revenue	75,997	87,918	853,145	854,621	1,561,373	54.64%
Other Charges for Service	7,394	6,437	83,700	62,885	65,000	128.77%
Other Revenues	2,235	13,793	32,893	50,165	14,000	234.95%
TOTAL REVENUES	85,626	108,148	969,738	967,671	1,640,373	59.12%
EXPENSES BY LINE ITEM						
Regular Salaries & Labor pool alloc	216,436	206,127	2,256,706	2,235,105	3,288,821	68.62%
Overtime	17,078	33,721	279,662	294,730	76,153	367.24%
Incentive Pay	-	-	-	-	1,335	0.00%
Other Compensation	-	-	1,925	2,415	-	0.00%
Fringes	86,483	86,974	871,157	886,314	1,335,129	65.25%
Unemployment Compensation	-	-	3,301	32,463	-	0.00%
Salaries & Fringe Benefits	319,997	326,822	3,412,751	3,451,027	4,701,438	72.59%
Training & Conferences	387	603	11,302	7,037	27,200	41.55%
Employee Recruitment	270	350	11,818	12,204	4,200	281.38%
Office Supplies	1,308	688	3,849	4,094	5,400	71.28%
Subscriptions	175	219	788	1,505	3,925	20.08%
Memberships & Licenses	31	-	14,525	16,343	20,016	72.57%
Postage & Freight	20	96	1,187	2,297	3,700	32.08%
Awards & Recognition	-	663	759	663	930	81.61%
Food & Provisions	356	356	1,574	776	1,240	126.94%
Insurance	10,031	9,687	243,311	229,934	222,790	93.63%
Insurance dividend & return of surplus	-	-	(34,713)	(48,910)	-	
Depreciation Expense	102,544	82,694	1,025,445	826,937	1,230,534	83.33%
Administrative Expenses	115,122	95,356	1,279,845	1,052,880	1,519,935	84.20%
Landscape Supplies	-	-	928	834	1,500	61.87%
Shop Supplies & Tools (& misc)	3,483	2,266	35,709	42,275	246,548	14.48%
Printing & Reproduction	3,182	1,142	20,260	12,905	27,070	74.84%
Uniforms	-	1,683	2,191	3,503	9,280	23.61%
Gas Purchases	33,917	55,411	463,446	305,809	592,625	78.20%
Safety Supplies	53	-	2,715	4,945	500	543.00%
Vehicle & Equipment Parts	8,529	57,460	238,456	193,276	209,426	113.86%
Miscellaneous Equipment	7,767	1,674	14,673	7,114	25,100	58.46%
Signs	-	1,029	6,220	39,695	12,000	51.83%
Supplies & Materials	56,931	120,665	784,598	610,356	1,124,049	69.80%
Accounting/Audit	-	-	-	12,532	9,930	0.00%
Bank Services	241	143	2,919	2,787	6,500	44.91%
Consulting Services	729	275	20,835	2,503	-	0.00%
Solid Waste/Recycling	304	566	3,045	3,230	5,060	60.18%
Contractor Fees	154,017	230,473	1,728,338	2,199,270	3,977,037	43.46%
Advertising	6,812	2,713	26,570	15,561	50,309	52.81%
Health Services	1,339	319	9,692	8,432	9,200	105.35%
Snow Removal Services	-	-	10,701	9,175	39,000	27.44%
Laundry Services	515	1,011	7,889	9,585	10,000	78.89%
Other Contracts/Obligations	37,386	894	77,625	48,459	100,478	77.26%
Purchased Services	201,343	236,394	1,887,614	2,311,534	4,207,514	44.86%

City of Appleton
VALLEY TRANSIT INCOME STATEMENT - REVISED
For Ten Months Ending October 31, 2022

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2022 Amended Budget	2022 % of Total Budget
Electric	3,995	3,447	39,479	42,829	51,481	76.69%
Gas	135	140	18,166	12,710	17,500	103.81%
Water	-	-	5,661	5,512	7,850	72.11%
Waste Disposal/Collection	-	-	2,808	2,507	3,200	87.75%
Stormwater	-	-	7,901	7,916	9,401	84.04%
Telephone	2,489	961	12,616	11,253	17,700	71.28%
Utilities	6,619	4,548	86,631	82,727	107,132	80.86%
Building/Grounds Repair & Maintenance	51	311	2,334	2,652	-	0.00%
Vehicle Repair & Maintenance	860	406	13,428	13,065	10,050	133.61%
Equipment Repair & Maintenance	-	-	6,020	6,413	13,674	44.03%
FMD Charges & Material	7,270	12,176	89,964	117,544	142,503	63.13%
Software Support	1,399	2,752	115,268	89,160	122,690	93.95%
Repairs & Maintenance	9,580	15,645	227,014	228,834	288,917	78.57%
Total Operating Expenses	709,592	799,430	7,678,453	7,737,358	11,948,985	64.26%
OPERATING INCOME (LOSS)	(623,966)	(691,282)	(6,708,715)	(6,769,687)	(10,308,612)	
NON-OPERATING REVENUES						
Federal Support	-	-	1,606,318	1,768,720	12,423,285	12.93%
State Support	-	793,620	5,400,258	6,385,463	2,959,167	182.49%
Appleton Support	275,230	275,230	1,669,016	1,726,256	725,763	229.97%
Other Local Support	551,442	605,269	2,574,717	2,721,277	2,050,780	125.55%
Investment Income	14	-	27,366	(2,141)	12,500	218.93%
Donations	4,167	4,167	41,873	42,166	63,386	66.06%
TOTAL NON-OPERATING REVENUE	830,853	1,678,286	11,319,548	12,641,741	18,234,881	62.08%
Buildings	57,976	-	142,850	126,814	8,858,877	1.61%
Machinery & Equipment	-	65,550	43,215	62,957	38,056	113.56%
Furniture & Fixtures	-	-	-	-	25,000	0.00%
Vehicles	-	-	2,471,395	2,485,405	2,571,395	96.11%
Capital Expenditures	57,976	65,550	2,657,460	2,675,176	11,493,328	23.12%
NET INCOME (LOSS)	148,911	921,454	1,953,373	3,196,878	(3,567,059)	

City of Appleton
PURCHASED TRANSPORTATION
For Ten Months Ending October 31, 2022

Description	Month of October Actual	Prior Year October	YTD As of October Actual	Prior YTD October	2022 Amended Budget	2022 % of Total Budget
PURCHASED TRANSPORTATION EXPENSE						
VTII - Disabled	84,645	116,094	894,749	1,030,695	2,052,750	43.59%
VTII - Elderly	2,303	2,604	24,686	29,417	62,480	39.51%
PT - Optional (Sunday)	571	212	5,284	3,463	17,850	29.60%
Family Care Employment Transportation	-	34,549	-	296,094	613,360	0.00%
Outagamie County Demand Response Rural	28,103	19,270	280,104	224,279	275,007	101.85%
Outagamie County Human Services Transportation	-	969	2,907	9,588	11,900	24.43%
Neenah Dial - A - Ride	4,944	6,279	41,840	87,794	192,423	21.74%
Calumet County Van Service	-	1,202	8,093	28,278	27,666	29.25%
Connector - Extended Service Hours	21,836	21,490	243,466	230,154	412,000	59.09%
Connector - Extended Service Area	4,120	5,931	53,045	77,894	141,625	37.45%
Downtown Trolley	-	8,173	10,369	34,736	32,554	31.85%
Total Purchased Transportation	146,522	216,773	1,564,543	2,052,392	3,839,615	40.75%

Total Passengers

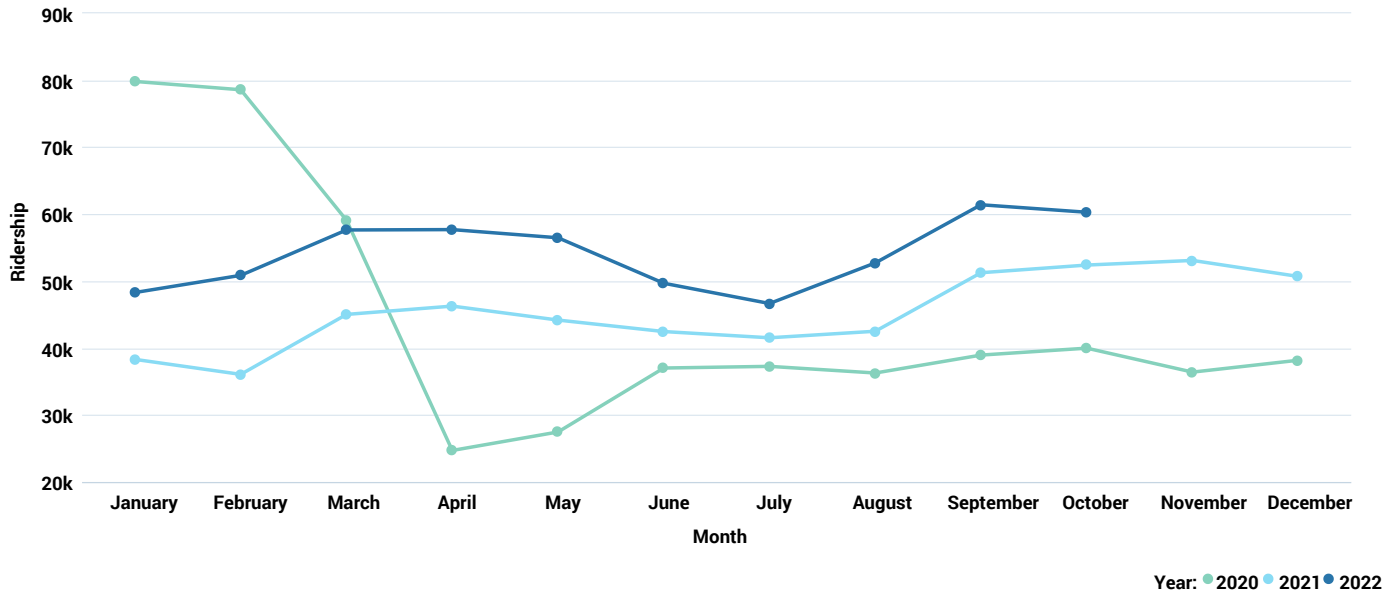
60,290

↑ 15% change
52,402 prev. year

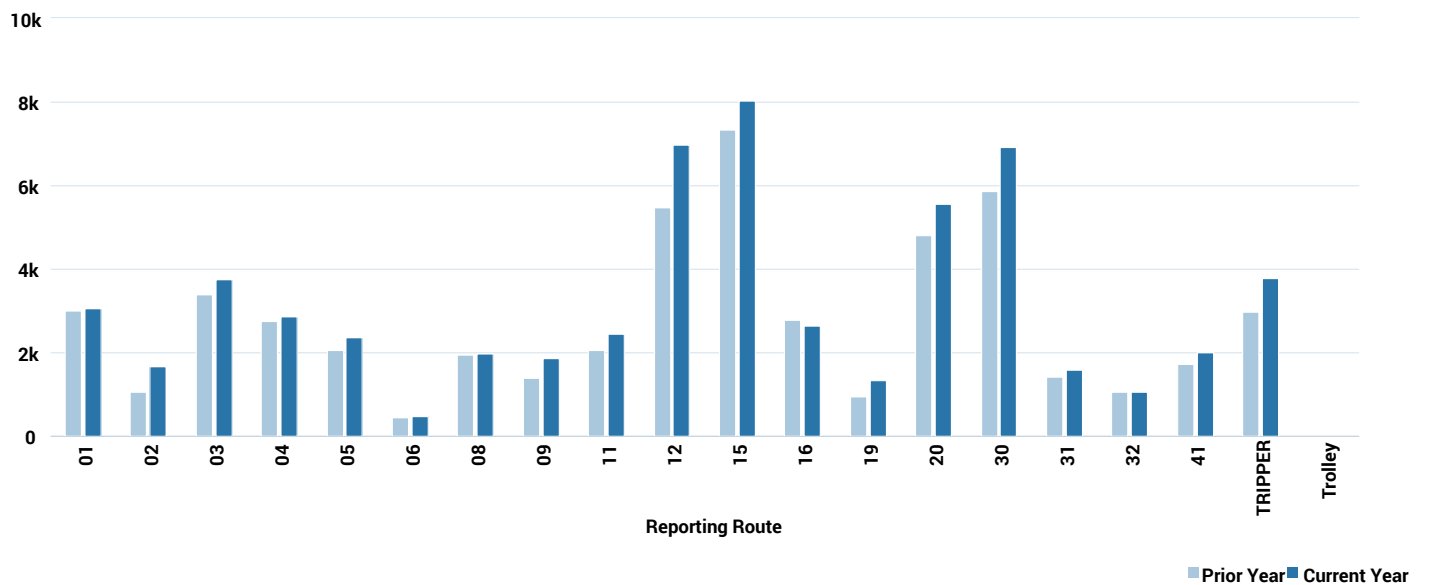
Monthly Fare Group Trend

Fare Group Desc	Prior Year	Current ▼	% Change
Passes & Tickets	23,183	25,763	11.1%
AASD	9,527	10,985	15.3%
Cash	8,352	9,231	10.5%
Transfers	7,947	8,133	2.3%
FVTC	2,485	4,185	68.4%
Free	907	1,227	35.3%
Lawrence University	-	766	-

Monthly Ridership Trend by Year



Monthly Ridership by Route



Total Passengers

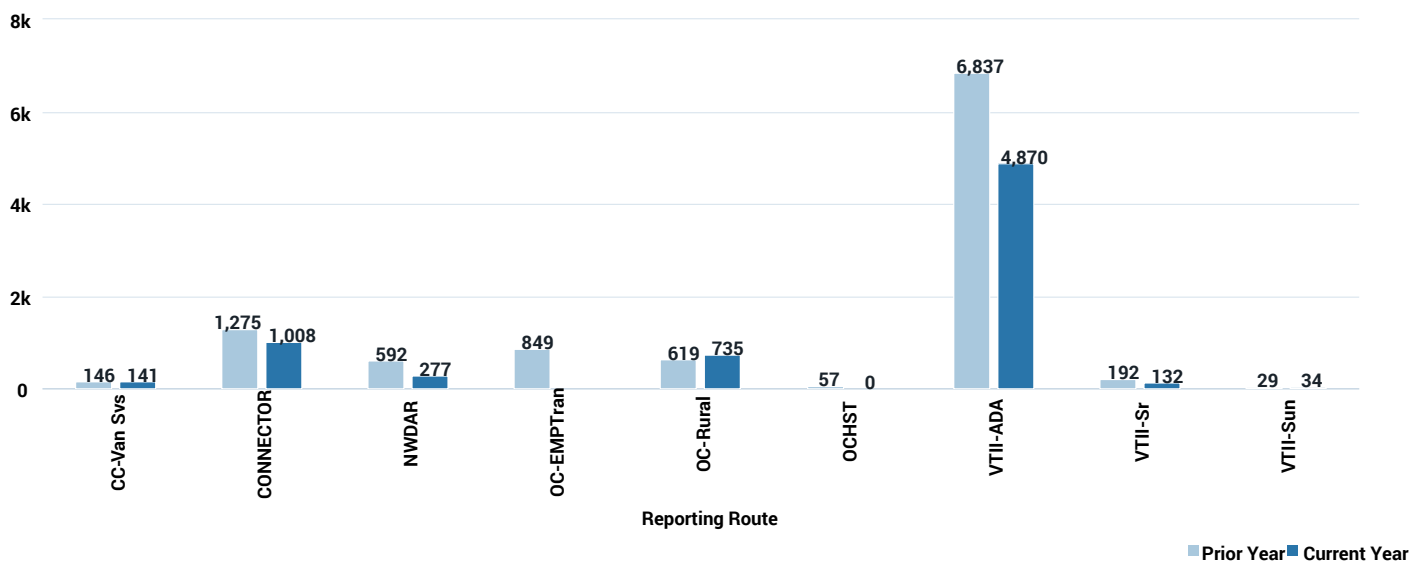
7,197

↘ -32% change
10,596 prev. year

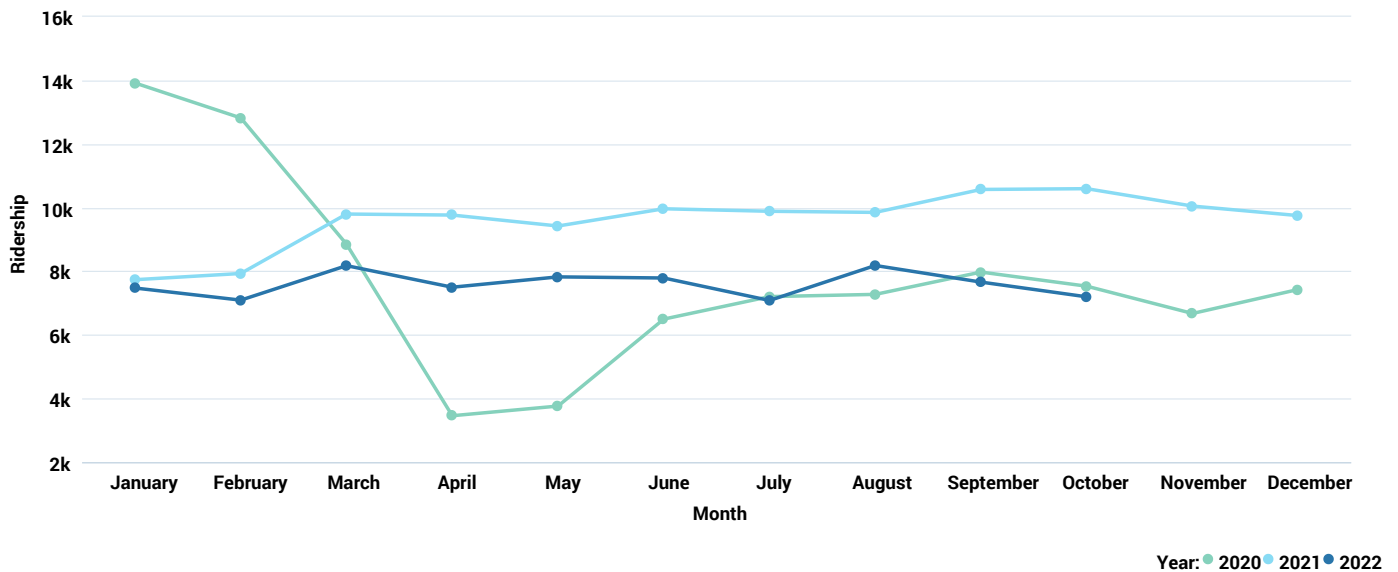
Change in Rides by Program

Reporting Route	Prior Year	Current Year ▼	% Change
VTII-ADA	6,837	4,870	-28.77%
CONNECTOR	1,275	1,008	-20.94%
OC-Rural	619	735	18.74%
NWDAR	592	277	-53.21%
CC-Van Svs	146	141	-3.42%
VTII-Sr	192	132	-31.25%
VTII-Sun	29	34	17.24%
OCHST	57	0	-100.00%
OC-EMPTan	849	-	-100.00%

Monthly Ridership by Program



Ridership Trend by Year



WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON November 14, 2022 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~

3 The Buyer, City of Appleton - Valley Transit and/or assigns
4 offers to purchase the Property known as 222 North Oneida Street, Appleton, WI

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the City of Appleton,
8 County of Outagamie Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One Hundred Fifty Thousand and 00/100
10 Dollars (\$150,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items:
13 _____

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: _____

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
27 **an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before _____

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on or before 10/31/2023 unless mutually amended by Buyer and Seller
37 _____

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ 1.00 and other consideration accompanies this Offer.
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____
50 _____) ~~STRIKE THOSE NOT APPLICABLE~~

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except:

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

99 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

100 "Conditions Affecting the Property or Transaction" are defined to include:

- 101 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property;
- 102 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
103 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 104 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
105 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
106 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
107 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 108 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
109 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
110 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
111 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
112 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 113 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 114 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high-voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.
- h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.
- i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.
- j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- k. Existing or abandoned manure storage facilities located on the property.
- l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.
- n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.
- o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.
- p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements other than recorded utility easements.
- q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.
- t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.
- v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 ~~PROPOSED USE CONTINGENCIES:~~ This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 ~~Proposed Use:~~ Buyer is purchasing the Property for the purpose of: _____
252 _____

253 _____ [insert proposed use
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 ~~ZONING:~~ Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 ~~SUBSOILS:~~ Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 ~~PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:~~ Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 [CHECK
266 ALL THAT APPLY]: conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____.

268 ~~EASEMENTS AND RESTRICTIONS:~~ Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 ~~APPROVALS/PERMITS:~~ Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____
274 _____

275 ~~UTILITIES:~~ Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.): [CHECK AND COMPLETE AS APPLICABLE]:

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____.

280 ~~ACCESS TO PROPERTY:~~ Written verification that there is legal vehicular access to the Property from public
281 roads.

282 ~~LAND USE APPROVAL/PERMITS:~~ This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a [CHECK ALL THAT APPLY] rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 ~~MAP OF THE PROPERTY:~~ This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____

294 _____ [STRIKE AND COMPLETE AS APPLICABLE]. Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
298 to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$_____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or,
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357,
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or
- 407 (2) _____

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal

433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of

436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a

439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close

440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of

441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another

443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if

444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____

447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide

451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____

453

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon

456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer

457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other

458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to

459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"

460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this

461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may

463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~BUYER~~ ("Buyer" if neither is

465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:

467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners

468 association assessments, fuel and _____.

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate

473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE

474 APPLIES IF NO BOX IS CHECKED.

475 Current assessment times current mill rate (current means as of the date of closing).

476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior

477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**

480 **substantially different than the amount used for proration especially in transactions involving new construction,**

481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**

482 **assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on

484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ ~~GAP ENDORSEMENT:~~ Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ ~~DELIVERY OF MERCHANTABLE TITLE:~~ The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ ~~TITLE NOT ACCEPTABLE FOR CLOSING:~~ If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ ~~SPECIAL ASSESSMENTS/OTHER EXPENSES:~~ Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 ~~CAUTION: Consider a special agreement if area assessments, property owners association assessments, special~~
529 ~~charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are~~
530 ~~one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)~~
531 ~~relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all~~
532 ~~sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact~~
533 ~~fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).~~

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are _____

537 _____
538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

602 (1) sue for specific performance; or

603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached.

651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Matt Rehbein

671 Name of Buyer's recipient for delivery, if any: Christopher R. Behrens

672 (2) **Fax**: fax transmission of the document or written notice to the following number:

673 Seller: (_____) Buyer: (_____)

674 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.

677 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: _____

680 Address for Buyer: _____

681

682 Email Address for Seller: matthew.rehbein@appleton.org

683 Email Address for Buyer: chris.behrens@appleton.org

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686 **ADDENDA**: The attached _____ is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] _____

688 _____

689 (x) Ronald C. McDonald Ronald C. McDonald November 15, 2022
690 Buyer's Signature ▲ Print Name Here ▶ Date ▲

691 (x) _____
692 Buyer's Signature ▲ Print Name Here ▶ Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
696 **COPY OF THIS OFFER.**

697 (x) Karen E. Harkness Karen E. Harkness 11/17/2022
698 Seller's Signature ▲ Print Name Here ▶ Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here ▶ Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] _____
702 _____ on _____ at _____ a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Contingencies for VT OTP of 222 N. Oneida Street ("Property")

This Offer to Purchase is contingent upon satisfaction of the following:

- 1) Buyer setting aside \$50,000 ("closure funds") to be used solely for the purpose of final site remediation of the Property and obtaining all required closure documentation from the Wisconsin Department of Natural Resources ("DNR"). The closure funds will be held by the City of Appleton in a segregated account and available to the Appleton Redevelopment Authority, or its authorized agent, to be applied solely for costs incurred for the Property's environmental analysis, additional required remediation and closure by the DNR. Buyer and Seller anticipate the services of Westwood Infrastructure, Inc. will be engaged for these services. Any unspent/unobligated closure funds may be applied toward the purchase price or refunded to Buyer at Buyer's sole discretion. If additional funds are required under this section, Buyer shall have to option to deposit additional funds or terminate this Offer. In the event Buyer does not purchase the property for any reason, Buyer waives any claim for reimbursement of spent/obligated closure funds.
- 2) Buyer shall be granted permission to access the Property for geotechnical and similar testing to evaluate the Property's suitability for Buyer's intended development of the Property. Buyer shall restore the site to its original condition subsequent to any testing. In the event such test results reveal the Property is not suitable for Buyer's intended development, Buyer may rescind this Offer.
- 3) The Federal Transit Administration must approve Buyer's purchase of the Property.
- 4) The Appleton Common Council must approve Buyer's purchase of the Property.

CL 22-0832