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PLEASE NOTE: This is a virtual meeting that will be moderated online. You will not be able to attend this meeting in person. To access the meeting either:

Click on the link to attend the Zoom meeting:

<https://zoom.us/j/902214644?pwd=VnZ6TEV0MFRZV3JzWWVlZkU5eUxxZz09>

Meeting ID: 902214644

Password: 787553

If the you are unable to join the meeting through the Zoom link or you do not have access to a computer, you can call in and listen to the meeting over the phone. Please call 1-312-626-6799. You will be asked to enter in a meeting access code of 902214644#

AGENDA

Economic Development Committee

April 9, 2020 – 4:30 PM

New London City Council Chambers

1. Call to Order
2. Adopt Agenda
3. Approve January 28, 2020, Minutes
4. Review proposed contract re Riverfront Development Project
 - a. Agreement for Professional Services
 - b. Commercial Real Estate Services
5. 2020 Economic Development goals
6. Updates and Reports
 - a. Business Update – April
 - b. Administrator Update
7. Downtown Revitalization Committee Minutes
 - a. February 19, 2020
8. Adjourn.

Lou Leone, City Administrator

It is the policy of the City of New London to comply in good faith with all applicable regulations, guidelines, etc. put forth in the Americans with Disabilities Act (ADA). To that end, it is the City's intent to provide equal opportunity for everyone to participate in all programs and/or services offered, to attend every public meeting scheduled, and to utilize all public facilities available. Any person(s) in need of an alternative format (i.e. larger print, audio tapes, Braille, readers, interpreters, amplifiers, transcription) regarding information disseminated by the City of New London should notify the City 48 hours prior to a meeting, etc., or allow 48 hours after a request for a copy of brochures, notices, etc. for delivery of that alternative format. Contact ADA Coordinator Chad Hoerth by telephone through: (Relay Wisconsin) – 920/ 982-8500 or (Voice) – 920/982-8500 and in person/letter at 215 N. Shawano Street, New London, WI 54961.

Minutes

Economic Development Committee

Tuesday, January 28, 2020 – 4:30 pm – New London City Council Chambers

Members present: Morack, Leone, Pinch, Faucher, Steinhorst, Zaug, Kopitzke, S. Watling, M. Schmidt, Asman, Bishop and Thompson. Also present: O’Connell, A. Hunt, and J. Beyer. Public present: Billie Olson, E. Krabbe, S. Bleck, T. Wegner, B. Roberts, M. Herter and C. Zolkoska.

1. The meeting was called to order by Chairman Morack at 4:30pm. O’Connell/Pinch to approve the agenda. Carried. The November minutes were approved.
2. Billie Olson, Realtor for Coldwell Bankers was present to speak about the housing market. Olson stated housing inventory is low right now. She stated the need for more business and the need for more families to move into New London.
3. Scott Bleck and Terry Wegner were present to speak about the referendum and the progress since its passage in November of 2018. The presentation described the upgrades needed at the different sites as well as those completed to date.
4. Leone spoke about the WHEDA application and the task group for the Riverfront Development. There were over 30 RFQ sent out to potential developers for the project. Developers are looking at possible options for the public and residential pieces to the puzzle.
5. The committee discussed the addition amount of \$450 for an invoice from Lighthouse ED 360. The amount was recommended to Council for approval, moved by Zaug/Steinhorst. Carried.
6. The annual membership to the Waupaca County Economic Development Corp. was discussed; the contribution amount of \$5,685 was approved by motion from Steinhorst/Pinch. Carried.
7. April Kopitzke gave her report on business in the City.
8. Administrator Update: Leone spoke about the email group created for sending out agendas. He spoke about Outagamie County’s resolution to leave the East Central WI Regional Planning Committee. He stated he had visited all of the businesses on North Water Street. He reminded the Mission of Hope Open House is on February 10, celebrating their 1st Anniversary.
9. The Downtown Revitalization Committee Minutes were discussed. Morack stated the Committee is in its second year. They have been working on murals for the downtown buildings. They are also working with WPPI for a revitalization grant.
10. Future speakers were discussed.
11. Public Comment: Ellen Krabbe, Rural Roads ATV Club, asked for input from the committee about how to get the ATV approval for use on city streets in New London.
12. O’Connell/Asman moved to adjourn at 6:00 pm.

Respectfully Submitted,

Jackie Beyer, City Clerk

Agreement for Professional Services (the "AGREEMENT")

This AGREEMENT is between Wisconsin Redevelopment, LLC (the "CONSULTANT") and the City of New London (the "CLIENT").

This AGREEMENT authorizes and describes the scope, schedule, and payment conditions for CONSULTANT's work, described as: New London Master Development Services

By entering into this AGREEMENT, CLIENT agrees to utilize the professional services of CONSULTANT and CONSULTANT agrees to provide the professional services described in this AGREEMENT, exhibits or attachments. The following CONDITIONS OF THE AGREEMENT shall apply to all work performed by CONSULTANT on behalf of CLIENT.

CONDITIONS OF THE AGREEMENT:

1) EFFECTIVE DATE

- a. This AGREEMENT is effective as of MAY 1, 2020 between CLIENT and CONSULTANT.

2) GOVERNANCE

- a. This AGREEMENT shall be governed by the laws of the State of Wisconsin, in which the professional services are provided.
- b. In performance of the SCOPE OF SERVICES defined below in Section 3, CONSULTANT shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.
- c. CONSULTANT shall procure the permits, certificates, and licenses necessary to perform the SCOPE OF SERVICES. CONSULTANT shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT.

3) SCOPE OF SERVICES

- a. CONSULTANT shall provide the services described below:
 1. Master Development Services: Work in conjunction with the CLIENT's representatives to get all CLIENT owned land developed according to the highest and best use as determined by the CLIENT. When necessary or appropriate, act as the Master Developer for larger parcels of land that would be subdivided into smaller parcels that would be developed by other developers.
 2. Owner's Representation: Act on behalf of the CLIENT, as the CLIENT's Representative to solicit developers for CLIENT owned property and review proposals for the development of the library. Note: CONSULTANT to provide a separate contract to the City of New London Library Board (LIBRARY) to act as LIBRARY's representative to assist in the development of the new library.
 3. Project Management: To the extent that new real estate projects are planned to be put in place and constructed by the CLIENT, act as a project manager to manage the day to day requirements needed to complete such a project. Examples of project management duties could include but are not limited to:
 - Securing all necessary entitlements such as:

- a. proper zoning
 - b. surveys
 - c. environmental approvals
 - d. land divisions
 - e. geological tests
 - f. building permits
 - g. etc.
 - Seeking out and securing engineers/architects
 - Seeking out and securing financing
 - Seeking out and securing contractors and/or construction managers
 - Managing predevelopment work by all professions
 - Managing the construction phase of the project
 - Seeking out and securing property managers, if necessary.
 - Overseeing final turnover the construction project
4. Real Estate Brokerage Services
- Under a separate Commercial Listing Contract, work with Keller Williams Governmental Services Group to represent CLIENT in the disposition of all CLIENT owned real estate for a period of at least 3 years.
5. Other duties related to real estate disposition, development, design, construction and/or management as determined by the CLIENT to be in the best interest of the CLIENT, so long as the CONSULTANT has an opportunity to be fairly compensated for such other duties (Other Duties).

4) SCHEDULE

- a. CONSULTANT shall provide the SCOPE OF SERVICES pursuant to the Schedule set forth below:
1. Within the first 30 days, CONSULTANT shall attempt to collect and analyze all previous proposals for riverfront site and library project to ascertain the current status of all previous proposals.
 2. Within the first 30 days, have a marketing plan implemented to begin marketing all sites for the city of New London to potential interested parties.
 3. Within the first 45 days, make contact and set meetings with all previous proposers to ascertain current status of each proposer's interest their respective projects.
 4. Within the first 60 days, report back to city with forensic findings on the status of the projects and the proposer's interest in their respective projects.
 5. Report to the City's representatives at least monthly as to the status of the marketing and prospective developers.
 6. At the end of the first 90 days, develop a new schedule to complete the library project and complete the development of the rest of the CLIENT owned properties.
 7. Within 120 days begin the implementation of stages necessary to complete the library project and the development of the rest of the CLIENT owned properties.
 8. This term of this contract shall be for a minimum of 36 months.

5) COMPENSATION

- a. Fee.
1. In consideration of the Services to be rendered hereunder, the CLIENT shall pay the following:

2. For Master Development, Owner's Representation or Project Management Services, the CLIENT shall pay to the CONSULTANT 1.5% of the total development cost of any project developed, constructed or renovated on CLIENT owned or controlled property. If any Member of the CONSULTANT, or any firm either wholly or partially owned by the CONSULTANT, has any ownership interest in the project that is developed, constructed or renovated, this development fee would be waived.
3. For Real Estate Brokerage Services, CLIENT shall pay CONSULTANT according to the separate WB-5 Commercial Listing Contract - Exclusive Right to Sell. Brokerage Services fees shall be in addition to any other fees paid as a part of this AGREEMENT.
4. For Other Duties, CLIENT and CONSULTANT shall agree to fee in writing prior to start of Other Duties.

b. Expenses

1. CONSULTANT shall be entitled to reimbursement for all pre-approved expenses bulleted below and reasonably incurred in the performance of the SCOPE OF SERVICES.
 - Third Party Fees (like market studies, surveys, architecture, engineering, legal, etc) that are approved by CLIENT in advance.

c. Payment.

1. For Master Development, Owner's Representation or Project Management Services, the CONSULTANT shall submit to the CLIENT a projected fee prior to the sale or development of any parcel. 80% of fee shall be due on a monthly draw basis as projects are completed based on the projected schedule of any project. Remaining 20% of fee shall be due within 30 days of Certificate of Occupancy or project completion for any project not requiring a Certificate of Occupancy.
2. For Real Estate Brokerage Services, CLIENT shall pay CONSULTANT according to the separate WB-5 Commercial Listing Contract - Exclusive Right to Sell.
3. For Other Duties, CLIENT and CONSULTANT shall agree to fee payment in writing prior to start of Other Duties.

d. Costs

1. CONSULTANT shall not be responsible for the following costs:
 - Mailing, postage, notice, filing fees, or other administrative costs not clearly identified in this AGREEMENT.

6) INDEPENDENT CONTRACTOR

- a. The CONSULTANT agrees that all Services will be rendered by it as an independent contractor and that this AGREEMENT does not create an employer-employee relationship between the CONSULTANT and the CLIENT. The CONSULTANT shall have no right to receive any employee benefits provided by the CLIENT to its employees. CONSULTANT agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the CLIENT in respect of any obligation that may be imposed on the CLIENT to pay any such taxes or resulting from CONSULTANT's being determined not to be an independent contractor. This AGREEMENT does not authorize the CONSULTANT to act for the CLIENT to make commitments on behalf of the CLIENT.

7) CLIENT RESPONSIBILITIES

- a. CLIENT shall perform the following in a timely manner so as not to delay the SCOPE OF SERVICES of the CONSULTANT:
 1. Provide the CLIENT's contact for making timely decisions as it relates to the SCOPE OF SERVICES.

2. Provide criteria and information pertinent to CONSULTANT's Services and CLIENT's requirements for the project.
3. Give prompt notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's Services.

8) DISPUTE RESOLUTION

- a. In the event of a dispute between CLIENT and CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.
- b. Any dispute not settled through mediation shall be settled through litigation in the state where the project at issue is located.

9) INTELLECTUAL PROPERTY

- a. All documents, including reports, drawings, calculations, computer software or hardware or other work product prepared by the CONSULTANT in accordance with this AGREEMENT are CONSULTANT's Instruments of Service and CONSULTANT retains full ownership interests in Instruments of Service, including all available copyrights. CONSULTANT acknowledges that the CLIENT is a governmental agency and is subject to Wisconsin Open Records laws permitting copies of all transactions.
- b. CONSULTANT shall retain its proprietary information including without limitation its analytical methods, techniques, skills, knowledge, ideas, concepts, and experience possessed by CONSULTANT prior to, or acquired by CONSULTANT during the performance of the AGREEMENT and the same shall not be deemed to be work product or work for hire and the CONSULTANT shall not be restricted in any way with respect thereto.

10) TERMINATION AND SUSPENSION

- a. This AGREEMENT may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- b. This AGREEMENT may be terminated by either party upon thirty days written notice without cause. All provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and CONSULTANT shall survive the completion of the services hereunder and/or the termination of this AGREEMENT.
- c. In the event of termination by the CLIENT prior to the scheduled completion date, CONSULTANT shall be compensated for services performed prior to termination date, including charges for labor, expenses, and equipment costs due for any project that is in the process of completion or begins completion within one year of termination.

11) NOTICES.

- a. Any notices required by this AGREEMENT shall be made in writing to the address(es) specified below:

If to CONSULTANT:
WISCONSIN REDEVELOPMENT, LLC
2536 FOND DU LAC RD
OSHKOSH, WI 54902
todd@4-abc.com
(414) 791-4222

If to CLIENT:
LOU LEONE, CITY ADMINISTRATOR
CITY OF NEW LONDON
215 N SHAWANO
NEW LONDON, WI 54961

12) FORCE MAJEURE

- a. Neither CLIENT nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CLIENT or CONSULTANT under this AGREEMENT.
- b. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party, describing the circumstances preventing continued performance and the efforts being made to resume performance.

13) RECORDS

- a. CONSULTANT's records pertaining to compensation and payments under this AGREEMENT shall be kept in accordance with generally accepted accounting principles. Such records shall be subject to audit by CLIENT, during normal business hours at CONSULTANT's place of business, or CONSULTANT shall provide a copy of same to CLIENT at CLIENT's expense. CONSULTANT shall not dispose of the originals of such records for a minimum of 3 years from final payment.

14) WAIVER

- a. No waiver of any provision of this AGREEMENT shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this AGREEMENT shall not constitute a waiver of such provision or any other provision(s) of this AGREEMENT.

15) ADDITIONAL SERVICES

- a. Additional services shall be billed in accordance with agreed upon rates as defined in future contract amendments. Contract amendments shall clearly define additional scope of services, schedule, and cost basis.

16) OTHER

- a. Other Terms and Conditions: NONE

---- SIGNATURES ON THE FOLLOWING PAGE ----

CONSULTANT

CLIENT

By:



Todd Hutchison

By:

Title:

Member, Wisconsin Redevelopment, LLC

Title:



Government Services at KW Commercial
Real Estate Broker Services Contract
Commercial Real Estate Services
for City of New London, WI
March 30, 2020

This contract for exclusive real estate brokerage services is submitted by Government Services at KW Commercial (KWGS, Broker), a real estate brokerage team at Keller Williams – Fox Cities. This contract will be good for three years from the date of contract execution, with the option to extend the contract based on mutual agreement of the Broker and Client parties noted.

KWGS will be responsible for assisting the City of New London (City or Client) with commercial brokerage services, representing the City's interest in marketing and sales for assigned real estate properties, and potentially providing other commercial real estate related services as requested.

KWGS' services will include, but not be limited to:

- Advice regarding building and property rental valuation, including suitability for leasing;
- Strategic planning for property disposal.
- Progress updates and maintain timely telephone and e-mail contact with assigned staff when there are active interests and transactions;

In addition, KWGS may also be required to:

- Make presentations at public meetings;
- Consult with City Attorney on real property deed restrictions and/or conditions (e.g., easements, covenants, etc.); and
- Handle all other customary activities and services associated with real estate transactions.

Deliverables may include valuation, marketing and strategic planning reports as specified in each task order that may be issued during the term of the agreement.

BROKERAGE SERVICES:

Broker will be the exclusive real estate broker for the Client to buy, sell, and/or lease real estate. Client shall pay to Broker, and Broker shall accept as compensation for its Services, the compensation will be 8% (Minimum commission of \$5000) of Contract sales price for City own vacant land and 6% (Minimum commission \$8000) for City owned buildings, plus a \$275 transaction fee. The Parties hereby agree that the compensation to be paid to Broker by Client for the Project shall be based upon the payment as noted below for each transaction, resulting from the implementation of the project deliverable. The Client shall have the absolute right to reject any offer in Client's sole discretion, without incurring any obligation for penalties, fees, commissions or other damages.

Should any other City property be listed with another agent at the time of the signing of this agreement, the listing agreement with the other agent will not be renewed and said property will fall under this agreement at the end of the current listing agreement.

Carryover Prospects and Periods: Upon termination, the Parties will agree on any Prospect disposition opportunities still in the “pipeline” being actively pursued. These Prospects, if any will be put on a protected list and should they acquire any of the sites under consideration within the following twelve (12) month period, the Broker will be entitled to compensation as outlined. Two (2) Prospects per parcel will be the maximum number allowed to be carried over for the twelve-month period. City may provide a protect list of buyers per lines 245-252 of the Commercial Listing Contract.

Forfeiture of Deposits: In the event of a forfeiture of payments/deposits made by a Buyer, the sums received shall be divided between Broker and Owner, half to the Broker and half to the Owner with the maximum amount to the Broker of \$6,000.

Co-Brokerage: KW Commercial will co-broke with other agents.

Acquisition Services: Should the City request KW Commercial complete acquisition services, KW Commercial will make every reasonable effort to be compensated their fee by the seller. Should that fee not be paid, the City would compensate KW Commercial for the services completed by making up any difference in the fee.

Other Services if Requested: On-call consulting for market advisory and research services:

- Principal-in-Charge \$250/hr
- Sr Project Manager \$200/hr
- Project Manager \$150/hr
- Support Staff \$100/hr
- Administrative staff \$75/hr

Project Staffing:

KWGS will commit a dedicated local Project Team for this assignment. Our team members have been selected for relevant experience and proximity to the community.

Principal Core Team Members will be as follows:

- Chris Mokler, Realtor, KWGS Wisconsin Director (ChrisMokler@KWCommercial.com);
- Todd Hutchison, Realtor (todd@4-abc.com)
- Jameson Paine, Realtor, KWGS Director (Jameson.Paine@KWCommercial.com);
- David Garvey, KWGS Principal Broker (DaveGarvey@KWCommercial.com); and
- Duncan Chapman, KWGS Managing Broker (Duncan@KW.com);

Other immediate Staff Members to be called on as required:

- Andrea Schmeichel, Administrative Support for Chris Mokler (AMSchmeichel@gmail.com);
- Rick Perkins, Realtor, KWGS Sr. Project Manager (RickPerkins@KW.com);
- Brice Shearburn, Senior Project Manager (EBShearburn@Gmail.com); and
- Sarah Hafner, KWGS Administrative Support.



KWGS's process is team-based to work with both the City and other municipal departments on any services as needed. Our core team members, as needed, will participate in on-site meetings, video conferences, and/or telephone conference calls as required by the project. Chris Mokler and Todd Hutchison are the lead Wisconsin agents in all matters deal with the City.

Government Services at KW Commercial
Keller Williams – Fox Cities

By:
Chris Mokler, Direct of KWGS Wisconsin

Date

For:
City of New London, WI

Date

Attachments
These Exclusive Right to Sell Agreement is intended to be an integral part of this agreement.
And Associated Documents.





Christopher J. Mokler & Associates

7 STEP COMMERCIAL/MULTI-FAMILY MARKETING & SALES PLAN



1. MARKET ANALYSIS

- Thoroughly inspect your Multi-family/Commercial Property and outline all the important features and upgrades.
- Review the location and community where located regarding available jobs, demographic data, and other important factors that affect selling price and buyer motivation.
- Determine the Fair Market Value of your property by doing a detailed written market analysis.
- Provide an estimate of the selling expenses to show your net proceeds.
- Execute a listing agreement authorizing us to market your property.

2. PROPERTY ENHANCEMENT

- Prepare a written property enhancement proposal and budget for you, if needed.
- Recommend repairs and improvements to sell your property for the highest price.
- Schedule and supervise the property enhancement program, with your approval.
- Suggest additional enhancement and repairs based on buyer feedback.

3. PROPERTY MARKETING PLAN

- Email property information to our list of interested people/Investors.
- Take professional digital photos of your property for interested parties and Listing Services.
- Promote your property by networking with multiple online services.
- Design a custom web site exclusively for your property to give the best Internet presence.
- Create a custom color photo brochure outlining the key property features.
- Prepare and submit accurate information to the Multiple Listing Service (MLS) and Keller Williams Listing Service.
- Feature your property on the Internet including (Realtor.com, Loopnet (4 units and above), Buildout and other syndicated sites (4 Units and above.) plus others. Property will be 30+ Websites.
- Install a high-security, computerized lock box to facilitate showings (optional).
- Install a for sale sign on your property to generate buyer calls, if requested.
- Prepare professional presentation material and research likely buyers – Place information in front of them!

4. COMMUNICATION

- Send you a printed copy and a link to the MLS presentation for your approval.
- E-mail you links to all the Internet presentations for your approval.
- E-mail you direct feedback from other agents on all showings.
- Call or meet with you weekly/monthly to report on the activity and review market conditions.
- Provide regular updated written market reports showing the latest market activity.
- Constantly review our marketing strategy and adjust as needed to get your home sold.

5. STRUCTURING THE SALE

- Carefully review and present all offers for your consideration.
- Qualify the prospective buyers to be sure they are able to purchase your property.
- Prepare a strong counter offer to create a solid transaction that will close on time with no surprises.
- Have strong negotiation tactics to help come to an acceptable offer.
- Determine an adequate purchase deposit to solidify the transaction.

6. TRANSACTION MANAGEMENT

- Manage all the details of your real estate transaction.
- Arrange for the property inspections.
- Assist with all disclosures.
- Oversee the loan approval process to be sure your transaction closes on time.
- Coordinate and supervise the appraisal process to ensure the proper value.
- Order the preliminary title report and review the condition of title.
- Provide updated preliminary closing statements for your review.
- Stay on top of all other matters to be sure your real estate transaction closes on time and is hassle-free.

7. SERVICE AFTER THE SALE

- Review the final closing statement for accuracy.
- Attend closing to assist in making sure all goes smoothly and issues resolved.

WB-5 COMMERCIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: Any property designated to be sold that is owned or controlled by the
3 City of New London, Wisconsin in the City of New London, County of Outagamie & Waupaca,
4 Wisconsin. Insert additional description, if any, at lines 320-331 or attach as an addendum per lines 332-337.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 9-12, and
6 the following items: None

7 _____
8 _____
9 ■ **NOT INCLUDED IN LIST PRICE:** Personal property of seller

10 _____
11 _____
12 _____
13 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
14 **lessor. (See lines 182-193).**

15 ■ Seller shall convey the personal property by Bill of Sale, free and clear of all liens and encumbrances except: _____
16 _____
17 _____

18 ■ **LIST PRICE:** To be determined for each property and handled by an amendment _____ Dollars (\$ _____).

19 ■ **SELLER AUTHORITY:** Seller represents that Seller has authority to sign this Listing and negotiate the sale of the
20 Property. If Seller is an entity, Seller agrees, within 15 days of the execution of this Listing, to provide the Firm with a
21 copy of document(s) confirming the authority to negotiate the sale of the Property.

22 ■ **ZONING:** Seller represents that the Property is zoned: Per each property

23 ■ **ZONING VARIANCES, NONCONFORMING USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the
24 Property is subject to the following special zoning, land use, development restrictions, zoning variances, nonconforming
25 uses or other conditions affecting the Property: _____
26 _____

27 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
28 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-8 during the term
29 of this Listing. The marketing may include: Christopher J Mokler & Associates marketing plan. Client will designate property it desires
30 to sell via an amendment to this listing contract and Agent will place listing on MLS with 10 days of date of amendment.

31 The Firm and its agents may advertise the following special financing and incentives offered by Seller: _____
32 _____ Seller
33 has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 231-237 regarding the Firm's
34 role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the
35 Firm and its agents may market other properties during the term of this Listing.

36 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

37 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: 40% of Commission earned
38 _____ (Exceptions if any): _____

39 **COMMISSION** The Firm's commission shall be 8% plus a \$275 transaction fee and a minimum commission is \$5000 per property for
40 vacant land. 8% plus a \$275 transaction fee and a minimum commission of \$8000 for buildings and land.
41 _____
42 _____

43 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

- 44 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 45 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 46 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 47 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
- 48 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
49 the list price and on substantially the same terms set forth in this Listing and the current WB-15 Commercial Offer to
50 Purchase, even if Seller does not accept this buyer's offer. A buyer is ready, willing and able when the buyer
51 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

52 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
53 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce
54 judgment.

55 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
56 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

57 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 58 • Under 1) or 2) the total consideration between the parties in the transaction.
- 59 • Under 3) or 4) the list price if the entire Property is involved.
- 60 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
61 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
62 which there was an effective change in ownership or control.
- 63 • Under 5) the total offered purchase price.

64 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining**
65 **Property.**

66 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
67 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
68 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
69 offer to purchase or contract.

70 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
71 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
72 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
73 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
74 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

75 **DISCLOSURE TO CLIENTS**

76 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
77 certain duties to all parties to a transaction:

- 78 (a) The duty to provide brokerage services to you fairly and honestly.
- 79 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 80 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
81 unless disclosure of the information is prohibited by law.
- 82 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
83 information is prohibited by law. (See lines 194-197.)
- 84 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
85 confidential information or the confidential information of other parties. (See lines 142-159.)
- 86 (f) The duty to safeguard trust funds and other property the firm and its agents holds.
- 87 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
88 advantages and disadvantages of the proposals.

89 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
90 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 91 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
92 your transaction, unless you release the firm from this duty.
- 93 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
- 94 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that
95 are within the scope of the agency agreement.
- 96 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 97 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
98 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is
99 contrary to your interests.

100 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
101 relationship"), different duties may apply.

102 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

103 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
104 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
105 through designated agency, which is one type of multiple representation relationship.

106 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
107 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
108 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
109 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
110 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
111 any of your confidential information to another party unless required to do so by law.

112 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still authorize

113 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
114 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
115 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
116 agent may represent more than one client in a transaction.
117 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
118 services to more than one client in the transaction.

119 **CHECK ONLY ONE OF THE THREE BELOW:**

- 120 The same firm may represent me and the other party as long as the same agent is not
121 representing us both. (multiple representation relationship with designated agency)
- 122 The same firm may represent me and the other party, but the firm must remain neutral
123 regardless if one or more different agents are involved. (multiple representation relationship
124 without designated agency)
- 125 The same firm cannot represent both me and the other party in the same transaction. (I reject
126 multiple representation relationships)

127 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
128 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
129 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
130 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
131 **you should ask your firm before signing the agency agreement.**

132 **SUBAGENCY**

133 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
134 providing brokerage services for your benefit. A subagent firm and the agents with the subagent firm will not put their own
135 interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to other parties
136 if doing so is contrary to your interests.

137 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
138 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
139 **advisor, or home inspector.**

140 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language
141 summary of the duties to you under section 452.133 (2) of the Wisconsin statutes.

142 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
143 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
144 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
145 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
146 is no longer providing brokerage services to you.

147 The following information is required to be disclosed by law:

- 148 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 194-197).
- 149 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
150 the property or real estate that is the subject of the transaction.

151 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
152 information below (see lines 154-156). At a later time, you may also provide the Firm with other information you
153 consider to be confidential.

154 **CONFIDENTIAL INFORMATION:** _____
155 _____
156 _____

157 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____
158 _____
159 _____

160 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing
161 and to have the Property in broom swept condition and free of all debris and personal property except for personal
162 property belonging to current tenants, sold to buyer or left with buyer's consent.

163 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 164 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 165 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 166 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 167 **lease(s) unless released by tenants.**

168 **DEFINITIONS**

169 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

170 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 171 1) Significantly and adversely affecting the value of the Property;
- 172 2) Significantly reducing the structural integrity of improvements to real estate; or
- 173 3) Presenting a significant health risk to occupants of the Property.

174 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 175 under a contract or agreement made concerning the transaction.

176 ■ **DEADLINES – DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 177 event occurred and by counting subsequent calendar days.

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

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

182 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
 183 buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
 184 removable without damage to the premises, items specifically adapted to the premises, and items customarily treated
 185 as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and
 186 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and
 187 cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or
 188 fitted floor coverings; awnings; attached antennas and satellite dishes; audio/visual wall mounting brackets (but not the
 189 audio/visual equipment); garage door openers and remote controls; installed security systems; central vacuum systems
 190 and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; in-ground
 191 pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on
 192 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

193 **CAUTION: Exclude fixtures not owned by Seller such as rented fixtures and tenant's trade fixtures.**

194 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 195 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 196 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
 197 affects or would affect the party's decision about the terms of such a contract or agreement.

198 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in
 199 interest with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents,
 200 employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all
 201 corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or
 202 owned by buyer, in whole or in part whether created before or after expiration of this Listing.

203 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

204 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 205 this Listing:

- 206 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property;
- 207 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 208 terms upon which the buyer might acquire an interest in the Property; or
- 209 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 210 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 211 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 212 303-311) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as
 213 follows:
 - 214 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 215 individuals in the Listing; or,
 - 216 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the
 217 firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

218 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 219 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 220 lines 298-302.

221 **SELLER DISCLOSURE REPORT** Seller agrees to complete the disclosure report provided by the Firm to the best of
 222 Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after completion of the report
 223 but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to distribute the report to
 224 all interested parties and their agents inquiring about the Property. Seller acknowledges that the Firm and its agents
 225 have a duty to disclose all Material Adverse Facts as required by law.

226 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 227 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on Seller's disclosure
 228 report or written response.

229 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 230 **DAMAGES AND COSTS.**

231 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 232 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 233 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 234 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 235 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 236 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 237 who view the Property with Seller during the term of this Listing.

238 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 239 agents will work and cooperate with other firms in marketing the Property, including firms acting as subagents (other
 240 firms engaged by the Firm - see lines 132-136) and firms representing buyers. Cooperation includes providing access to
 241 the Property for showing purposes and presenting offers and other proposals from these firms to Seller. Note any firms
 242 with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend showings, and
 243 the specific terms of offers which should not be submitted to Seller: _____

244

245 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
 246 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.

247 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

248 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

249 The following other buyers _____
 250 _____ are excluded from this Listing until _____

251 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
 252 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

253 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
 254 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
 255 lines 256-275.

256 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
 257 named at line 258 or 259.

258 Seller's recipient for delivery (optional): _____

259 Firm's recipient for delivery (optional): Chris Mokler

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

261 Seller: _____ Firm: _____

262 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
 263 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 258 or
 264 259, for delivery to the party's delivery address at line 268 or 269.

265 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 266 party, or to the party's recipient for delivery if named at line 258 or 259 for delivery to the party's delivery address at line
 267 268 or 269.

268 Delivery address for Seller: _____

269 Delivery address for Firm: _____

270 (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at
 271 line 274 or 275. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 272 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
 273 consented electronically as required by federal law.

274 E-Mail address for Seller: _____

275 E-Mail address for Firm: ChrisMokler@kwcommercial.com

276 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
277 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
278 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
279 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

280 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
281 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
282 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code
283 Ch. REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total
284 liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash
285 advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall
286 be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This
287 payment to the Firm shall not terminate this Listing.

288 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
289 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
290 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
291 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
292 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
293 wrongdoing of the Firm or its agents. Seller acknowledges that individual showings and open houses may be conducted
294 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being
295 accompanied by agents of the Firm or other licensees, and that buyers or licensees may be present at all inspections
296 and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines
297 320-331 or in an addendum per lines 332-337.

298 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
299 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
300 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
301 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
302 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 303-311).

303 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
304 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
305 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
306 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
307 and the Firm agree that any termination of this Listing by either party before the date stated on line 339 shall be
308 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 253-275 and effective
309 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 253-275.

310 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
311 **potentially be liable for damages.**

312 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
313 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
314 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
315 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
316 that the parties add such in Additional Provisions or in an Addendum.

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

320 **ADDITIONAL PROVISIONS** Per attached contract.

321 _____

322 Term of Contract to be 36 months from the date of signing of this contract and attached addendum.

323 _____

324 _____

325 _____

326 _____

327 _____

328 _____

329 _____

330 _____

331 _____

332 **ADDENDA** The attached addenda Per attached contract.

333 _____

334 _____

335 _____

336 _____

337 _____ is/are made part of this Listing.

338 **TERM OF THE CONTRACT** From the Per Line 322 _____ day of Per line 322 _____,

339 up to the earlier of midnight of the Per line 322 _____ day of Per line 322 _____, _____, or the

340 conveyance of the entire Property.

341 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**

342 **THAT HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**

343 **INCORPORATED INTO THE LISTING.**

344 All persons signing below on behalf of a Seller Entity represent that they have legal authority to sign for and bind the Entity.

345 City of New London

346 Seller Entity Name (if any) Print Name ▲

347 (x) _____

348 Authorized Signature ▲ _____ Date ▲ _____

349 Print Name & Title ► _____

350 _____

351 Seller Entity Name (if any) ▲

352 (x) _____

353 Authorized Signature ▲ _____ Date ▲ _____

354 Print Name & Title ► _____

355 (x) _____

356 Seller's Signature ▲ Print Name ► _____ Date ▲ _____

357 (x) _____

358 Seller's Signature ▲ Print Name ► _____ Date ▲ _____

359 (x) _____

360 Seller's Signature ▲ Print Name ► _____ Date ▲ _____

361 (x) _____

362 Seller's Signature ▲ Print Name ► _____ Date ▲ _____

363 Keller Willaims - Fox Cities

364 Firm Name ▲

365 (x) _____

366 Agent's Signature ▲ Print Name ► Chris Mokler and Todd Hutchison Date ▲ _____



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New London, WI 54961

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chamber@newlondonwi.org
www.newlondonchamber.com

Down Town Sub-Committee
12 p.m. Wednesday, February 19, 2020
New London Area Chamber of Commerce

MINUTES

Members: Lou Leone, David Morack, Leah Seavecki, Lynn Tank, Tammy Vanevenhoven, Season Polsin, Bob Van Asten and April Kopitzke, Christine Cross

Unable to attend: Robin Joy Ernst, Brandi Buss, Karen Duch and Carrie Katerzynske

1. **Welcomed Special Guests**—Lori Van Alstine and her husband Joe Van Alstine who shared the process and outcomes of the Waupaca Main Street Program facilitated by Lori for 6 years. Lori agreed to meet and share tips on the application process.
 - a. The majority of the New London Public Library Board also came to hear Lori Van Alstine.

2. **Partnership with the Art League**
 - a. Season reviewed how fast everything is coming along with the 2020 murals. Business side has been approved, will be meeting with the Planning Commission at the City of New London soon for final approval.

3. **Action Items**
 - a. Kopitzke discussed an AARP Community Challenge 2020 grant option. Kopitzke will meet with Holly Keegan from Lutheran Social Services for advice on how to apply.
 - b. Subcommittee agreed to move forward with the Main Street Program application process. Cross and Kopitzke will meet with Lori Van Alstine to discuss more.

4. **Other Business**
 - a. Habitat for Humanity—Rock the Block
 - i. Advisor group will meet February 21st with Ryan Roth to discuss how to integrate process through the rest of the community.
 - b. Bazaar After Dark
 - i. Chamber of Commerce and City of New London will be meeting with Fox Cities Chamber in March 2020 to begin planning phase. Will discuss options of how Chamber, community and City of New London will support this event.

5. **Adjourned at 1:15 p.m.**

6. **Next Meeting will be March 18th, 12 p.m. 2020 at the Chamber**

Information emailed from Chad Hoerth—Director of Public Service on downtown project

I just saw that last week the DOT released the grant information for the STP-Urban grant. This is the grant we applied for the downtown reconstruction project last year. For this new cycle, the grants are due on October 15th, 2019 with the anticipated award date on February 25, 2020. I have a conference call set up with our DOT rep so I can ask her a few questions about the process.