

Unless specifically noticed otherwise, this meeting and all other meetings of this body are open to the public. Proper notice has been posted and given to the media in accordance with Wisconsin Statutes so that citizens may be aware of the time, place and purpose of the meeting.\*

**AGENDA**  
**Economic Development Committee**  
**May 26, 2020 – 4:30 PM**  
**New London City Council Chambers**

1. Call to Order.
2. Adopt agenda.
3. Approve April 28 minutes
4. Discuss and act on prospective city business grant – April Kopitzke
5. Motion to reconsider, review and approve contract with Todd Hutchinson
6. Updates and reports  
Business update - April
7. Select activities and speakers for future meetings.  
Becky Hurt – Waupaca Job Center – [beckyhurt.letc@gmail.com](mailto:beckyhurt.letc@gmail.com)  
Oliver Buechse – Advancing AI Wisconsin
8. Public comment.
9. Adjournment.

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**

**Thursday, April 28, 2020 – 4:30 pm – New London City Council Chambers & via Zoom**

Members present via Zoom: Morack, Faucher, Pinch, Thompson, Bishop, Kopitzke and Asman(via phone). Others present via Zoom: T. Hutchison, Tom O'Connell, Hanlon, Hunt, C. Mokler from Keller-Williams Realty, Barrington and Ron Steinhorst. Those present at City Hall were: Herter, Dorsey, Zaug, Leone and J. Beyer. Voting members present: 12

1. The meeting was called to order by Chairman Morack at 4:30pm. Pinch/Kopitzke to approve the agenda. Carried. The April 9, 2020 minutes were approved.
2. April Kopitzke presented the Connect Communities program. This is a program the city participated in past years. Kopitzke proposed the Committee reinstitute participation. O'Connell/Pinch to approve the Connect Communities program be a budget item for the 2021 budget. Carried by Voice Vote, with no votes against.
3. Review proposed contract- much discussion and questions, with Hutchison giving a description of what his services would be. Questions from Pinch, Herter, Dorsey and Thompson. The revised copy of the contract with Todd Hutchison and Keller-Williams was included in the packet, for review by members. A motion to approve the revised contract was move by Zaug/O'Connell, which was rescinded after discussion. Dorsey/Pinch to refer the contract to a commercial attorney for review. A voice vote showed all in approval, with no votes against. Discussion then took place with questions regarding the services and the costs of the contract. Morack called for a motion to proceed with negotiations. Faucher/Kopitzke moved to continue negotiations with Hutchison and Keller-Williams to move the project forward, pending attorney approval. A roll call vote was called by Morack: Voting yes were-Faucher, Bishop, Kopitzke, Morack and Barrington. Voting No were-Zaug, Dorsey, Pinch, Thompson and O'Connell. Not called to vote were: Mayor Herter and Asman. The motion did not stand.
4. The city membership with the Fox Cities Chamber was discussed, as it is up for renewal. Zaug/Dorsey to approve the expenditure to renew the membership. Carried by unanimous Voice Vote.
5. The 2020 goals list and the First Quarter Status report were reviewed.
6. April Kopitzke gave her report on business in the City: due to the Covid-19, 60 businesses in the City have had to close temporarily. The first business to close was announced this week. Other businesses will be opening as the Governor's orders change. Kopitzke asked if any moneys from the facade grants could be moved to help struggling businesses out. Bishop asked how the larger businesses in the City were faring.
7. Revitalization Committee minutes were included in the packet. There were no questions/comments.
8. Administrator Update: Leone's report was reviewed.
9. Morack asked for any comments and allowed two public attendees to comment.
10. O'Connell/Pinch moved to adjourn at 6:25 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. Assist Client in securing 3rd party developers. If CONSULTANT simply assists in the sale of property to a 3rd party developer, then the CONSULTANT shall be paid a Co-Broke fee through CLIENT'S Broker. If CONSULTANT actually helps to manage the development of sites or buildings, then the CONSULTANT would be paid 1.5% of the construction costs of whatever is being managed.
  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.

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 to be agreed upon in advance in writing between the CLIENT and the CONSULTANT. (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 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, because the CONSULTANT's fee would then be paid out of the new development budget
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. All Instruments of Service shall be provided to CLIENT within three (3) business days of CLIENT's request and CONSULTANT shall not object to the dissemination of any Instruments of Service to an open records request.
- 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, so long as CONSULTANT was not in breach or default under this Agreement.

#### 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](mailto:todd@4-abc.com)  
(414) 791-4222

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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 six (6) 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

CONSULTANT

CLIENT

By:



Todd Hutchison

By:

\_\_\_\_\_

Title:

Member, Wisconsin Redevelopment, LLC

Title:

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