



**TOWN OF LISBON**  
W234 N8676 Woodside Rd.  
Lisbon, WI 53089

**Agenda**  
**Town Board Meeting**  
**Town of Lisbon, Town Hall**  
**Monday, June 11, 2018**  
**6:30 p.m.**

1. **Roll Call.**
2. **Pledge of Allegiance.**
3. **Comments from citizens present.** Citizens are invited to share their questions, comments, or concerns with the Town Board. When speaking, citizens should state their name and address for the record and limit their presentation to three minutes. Where possible, the Board will answer factual questions immediately. If a response would involve discussion of Board policy or decisions, which might be of interest to citizens, not present at the meeting, the Board may place the item on a future meeting agenda.
4. **Consent Agenda.** Items listed under the Consent Agenda are considered in one motion unless a Town Board member requests that an item be removed from the Consent Agenda.
  - A. Tuesday, May 29, 2018 Town Board minutes.
  - B. 2018-2019 Operators License Renewals
  - C. 2018-2019 Combination "Class B" Retail License for the Sale of Fermented Malt Beverages & Intoxicating Liquors for Shooters Pub and Grill, W220N6439 Townline Road, Lisbon, WI 53089; Agent: Deborah A. Klein & Songbird Hills Golf Club, Inc., W259N8700 STH 164, Hartland, WI 53029; Agent Tammara H. Wolfgram.
  - D. 2018-2019 Reserve Combination "Class B" Retail License for the Sale of Fermented Malt Beverages & Intoxicating Liquors for Ironwood Golf Course, LLC, W270N6166 Moraine Drive, Lisbon, WI 53089; Agent: Michael P. Lehmann & Fairways of Woodside Golf Course LLC, W235N8518 Clubhouse Circle, Lisbon, WI 53089; Agent: Rosemarie Koehler.
  - E. 2018-2019 Class "B" Retail License for Sale of Fermented Malt Beverages for Sherwood Forest Bowmen, Inc., N61W25600 Walnut Road, Lisbon, WI 53089; Agent: Kevin Willoughby.
  - F. 2018-2019 Combination "Class A" Retailers License for the sale of Fermented Malt Beverages and Intoxicating Liquor for Kwik Trip, Inc., (Kwik Trip 973), N67W27619 Silver Spring Drive, Lisbon, WI 53089; Agent: Jackie M. Kraus & County Line Liquor, N95W25901 CTH Q, Colgate, WI 53017; Agent: Rakesh K. Patel.
  - G. 2018-2019 Class "A" Retailers License for the sale of Fermented Malt Beverages and Class "A" Liquor & Cider Only License for Quarry Mart Mobil, Inc. N52W23206 Lisbon Road, Lisbon, WI 53089; Agent: Amin K. Hamdan.
  - H. 2018-2019 Cigarette and Tobacco Products Retail License for Fairways of Woodside Golf Course LLC, W235N8518 Clubhouse Circle, Lisbon, WI 53089; Agent: Rosemarie Koehler, County Line Liquor, N95W25901 CTH Q, Colgate, WI 53017; Agent: Rakesh K. Patel, Quarry Mart Mobil, Inc. N52W23206 Lisbon Road, Lisbon, WI 53089; Agent: Amin K. Hamdan and Kwik Trip, Inc., (Kwik Trip 973), N67W27619 Silver Spring Drive, Lisbon, WI 53089; Agent: Jackie M. Kraus.
5. **Approval of Bills.**
6. **Announcements/Correspondence - Listing of upcoming meeting dates & times.**

7. **Department Reports - Presentation of activity statistics and recently attended meetings.**
  - A. Town Administrator
  - B. Town Clerk
8. **Supervisor's Reports** - This is an opportunity for Supervisors to report on respective Committees, Commissions, and Boards of which they serve as a member. Matters require no action or approval.
9. **New Business.**
  - A. Discussion and necessary action on a Commercial Broker for the advertisement and sale of the 65 acres at the southwest corner of Lake Five and Hickory Roads (a.k.a. Pauline Haass Land) the Town owns.
  - B. Discussion and necessary action on the issuance of a RFP for a Town Engineer.
10. **Recess into Closed Session pursuant to Wisconsin Statutes 19.85(1)(c) for the following reasons:** Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
  1. Review the progress of the Town Administrator's 2018 Goals and Performance Plan.
11. **Reconvene into Open Session for possible action on Closed Session deliberations.**
12. **Adjournment.**

Joseph Osterman  
Town Chairman

Matthew Janecke  
Town Administrator

**NOTE:** Individual members of the Town Board will be available after the meeting to discuss town related issues with citizens who are present.

**NOTE:** Please notify the Town of Lisbon 72 hours in advance if you plan to attend and will need an interpreter or assistive hearing device.

**NOTICE:** It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information: no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.



# REQUEST FOR CONSIDERATION

**COMMITTEE CONSIDERATION:** Town Board

**ITEM DESCRIPTION:** Consent Agenda Items

**PREPARED BY:** Gina C. Gresch, Clerk

**REPORT DATE:** Wednesday, June 6, 2018

**RECOMMENDATION:**

Approval of the items on the Consent Agenda.

**EXPLANATION:**

- A. May 29, 2018 Town Board minutes.
- B. 2018-2019 Operator's License Renewals (see attached sheet).
- C. – H. 2018-2019 Liquor, Beer & Cigarette License Renewals.

I recommend approval of all Consent Agenda items.

**Minutes of the Town Board Meeting  
Town of Lisbon, Town Hall  
Tuesday, May 29, 2018  
7:30 p.m.**

Chairman Osterman called the Town Board meeting to order at 7:32 PM.

**Roll Call:** Present: Chairman Osterman, Supervisors Gamiño, Moonen, Plotecher and Beal. Also present: Matthew Janecke, Town Administrator and Gina Gresch, Town Clerk.

**Comments from citizens present.**

**Sally Reimer, N75W22470 Chestnut Hill Road**, thanked the Town Board for bringing up the road/ditch situation in the subdivision, which she has emailed the Town Board members an update.

**Consent Agenda.** Items listed under the Consent Agenda are considered in one motion unless a Town Board member requests that an item be removed from the Consent Agenda.

- April 23, 2018 Town Board minutes.
- Board / Committee / Commission Appointments:
  - John Gehrke and Joseph Mentzer to the Board of Appeals for a three year term to expire June 30, 2021.
  - Marlene Kumitsch to the Park Committee for a three year term to expire June 30, 2021.
  - Ed Nelson and Chad Samanske to the Plan Commission for a three year term to expire June 30, 2021.
  - Randy Wittig to the Public Safety Committee for a three year term to expire June 30, 2021.
- Resignation of Lori Gitto from the Park Committee.
- Operator's Licenses.

*Motion by Supervisor Beal to approve the Consent Agenda. Seconded by Supervisor Plotecher. Motion carried, 5-0.*

**Approval of Bills.**

*Motion by Supervisor Plotecher to approve the May 17 and May 22, 2018 check registers as presented. Seconded by Supervisor Moonen. Motion carried, 5-0.*

**Announcements/Correspondence - Listing of upcoming meeting dates & times.**

Chairman Osterman reviewed the list of upcoming Town meetings.

**Department Reports - Presentation of activity statistics and recently attended meetings.**

- A. **Parks Department** – Supervisor Gamiño stated the Parks Department is working on sports field maintenance and fertilization, seasonal mowing, equipment maintenance, installing new park equipment, weed control and assisting with Adopt-A-Road debris bag pickup.

- B. **Public Works Department** – Public Works Director Joe DeStefano stated the department continued snow removal operations, equipment maintenance, attended training, fixed sod and shoulder damage from plowing, assisted with the April election, prepped for the compost site opening and completed the annual brush pickup, which took 11 working days. Supervisor Beal asked why the fall pickup was dropped and what would it cost to bring it back? She would like to see the fall pickup offered again. Director DeStefano stated he will prepare those costs and bring it back to the Town Board. He can also look at moving the spring pick up later in the month so people have time to do yard work, but on the flip side of that, the grass grows like crazy and then the sitting brush kills the grass. Every year is different, it depends on the weather. Administrator Janecke stated we try to be consistent with the spring date so everyone gets used to when it is.
- C. **Town Administrator** – Administrator Janecke stated he will be on vacation next Wednesday through Friday. Richmond School has a 175<sup>th</sup> Anniversary celebration on Thursday, May 31 from 4pm – 8pm, everyone is welcome to attend. He has been working with Supervisor Beal on the commercial broker RFP, they evaluated five and narrowed it down to three finalists. Those three were sent additional questions and he hopes to have this ready for the next Town Board meeting. He also went to two events with the Waukesha County Business Alliance; one about FoxConn and local funding sources.
- D. **Town Clerk** – Clerk Gresch reported on the late dog license mailing. 175 dogs were not licensed from 2017, 57 people renewed and paid \$10 late fee per dog, 38 people either no longer have their dog or they moved, five dogs were entered under both spouse's names, separately, so they were already licensed. The mailing's response rate is 57% and the Town has netted \$723 from the mailing.

### **Supervisor's Reports.**

**Supervisor Beal** – the Sanitary District had an issue with a child putting things down the toilet which broke the grinder pump, which will cost a little over \$20,000 to fix. The Sanitary District is discussing the age of the grinder pump and who should pay for the repairs.

**Supervisor Gamiño** – reported on the upcoming Park events. Heritage Weekend is August 11 and 12 and is the 10 Year Anniversary, Winterfest will be in January or February 2018 and the Easter Egg Hunt is March 30, 2018. Last week the Park Committee received approval from Waukesha County for the Lake Five Pathway Extension. The committee is also working on updating the park handout. Administrator Janecke added that the 2<sup>nd</sup> Annual Safety Dayz is Saturday, June 2 from 9am to 5pm in Community Park, which is a car extrication event.

### **New Business.**

#### **Discussion and necessary action on Ordinance 03-18, Ordinance Creating Section 5.13 of the Town of Lisbon Code Relating to the Regulation of Length of Lawn and Grasses.**

Administrator Janecke asked the Town Board to postpone this until the next meeting. The Town Attorney did review it, however, there is a little more work to be done at the staff level about the intention of the ordinance. There are certain grass lengths that could be allowed, like natural areas which make up a large portion of the Town and this ordinance doesn't address that. Supervisor Beal requested adding verbiage about not putting grass clippings in the street. Director DeStefano stated it is already in our nuisance ordinance. Administrator Janecke stated those complaints should be directed to the Waukesha County Sheriff's Department.

*Motion by Chairman Osterman to postpone Ordinance 03-18, Ordinance Creating Section 5.13 of the Town of Lisbon Code Relating to the Regulation of Length of Lawn and Grasses. Seconded by Supervisor Gamiño. Motion carried, 5-0.*

**Discussion and necessary action on Ordinance 04-18, Ordinance Repealing and Recreating Section 5.05 of the Town of Lisbon Code Relating to Noxious Weeds.**

Administrator Janecke stated this proposed draft cleaned up the current ordinance's language and has been reviewed by the Town Attorney.

*Motion by Supervisor Gamiño to adopt Ordinance 04-18, Ordinance Repealing and Recreating Section 5.05 of the Town of Lisbon Code Relating to Noxious Weeds. Seconded by Supervisor Plotecher. Motion carried, 5-0.*

**Discussion and necessary action on Resolution 03-18, Resolution Updating the Fee Schedule for the Town of Lisbon.**

*Motion by Chairman Osterman to postpone Resolution 03-18, Resolution Updating the Fee Schedule for the Town of Lisbon. Seconded by Supervisor Beal. Motion carried, 5-0.*

**Discussion and necessary action to choose a credit card processing company.**

Clerk Gresch stated she has been researching credit card companies, narrowed it down to GovPayNet (GPN) and Payment Network Services (PNS) and is recommending PNS to the Town Board. Both company's fee structures are about the same and the fee would be paid by the user. Charges between \$0.00 – 100.00 = 2.75% + \$0.50 and charges \$100.01 and greater = 2.75%. She also posted a question on the Town's Facebook page asking the citizens how much of a fee they are willing to pay and most answered with \$1 or \$2, which are in line with both company's fee structure.

Various services can be easily paid for online while other services require documentation and assistance by Staff. Future electronic advancements provide a goal for achieving paperless transactions. There are some transactions which cannot be done online like the Compost Pass until we figure out a way to not have Merton or Sussex residents purchase passes online. PSN is also much more customizable than GPN. Instead of using the same four information fields that GPN offers for what we want to take payments online for, it can be customized so that a user could use that payment page as a form (i.e., dog license application). Another reason she recommends it is because it is fully integratable with an accounting software which herself, Treasurer Buchman and Administrator Janecke have been researching, which will be brought up during budget discussions. There are two other differences between the companies in that PSN charges a one-time \$149 set up fee and a yearly \$89 security fee, whereas GPN doesn't charge for either. PSN's \$89 security fee is to help pay for increased levels of security compliance, which is PCI Level 1.

*Motion by Supervisor Gamiño to approve Payment Services Network as the town's credit card processing company. Seconded by Supervisor Beal. Motion carried, 5-0.*

**Discussion and necessary action the recommendation from the Plan Commission to adopt Ordinance 07-18, An Ordinance Establishing a Planned Unit Development Overlay Zoning Classification of Property Located at the Northeast Corner of Lake Five Road and Silver Spring Drive (CTH VV), LSBT 0217.998.**

Administrator Janecke stated this is a step in the Barnwood Conservancy Subdivision process which identifies the plat, lot sizes, public areas and yard setback requirements in the underlying R-1 Single Family Residential zoning district. Those items will be brought back to the Plan Commission during the Specific Development Plan process.

*Motion by Chairman Osterman to adopt Ordinance 07-18, An Ordinance Establishing a Planned Unit Development Overlay Zoning Classification of Property Located at the Northeast Corner of Lake Five Road and Silver Spring Drive (CTH VV), LSBT 0217.998. Seconded by Supervisor Plotecher. Motion carried, 4-1 with one nay by Supervisor Beal.*

#### **Discussion and necessary action on the Process for Determining a Problem.**

Administrator Janecke received a request from Supervisor Gamiño, in light of the storm water situations, to be able to identify if a problem is a town or resident problem. Supervisor Gamiño would like the Town Board to adopt a policy or process as to how the Town Board decides if an issue a resident brings to the Town Board, if it is the Town's concern or the resident's, especially if it involves finding a solution and financing it. She suggested questions that could be asked to help determine the situation, for example, does the resident's concern constitute a problem? Does the concern function within normal parameters? If it functions properly, then it wouldn't necessarily be a Town problem. If the homeowner is willing to be financially responsible for the work, then the Town Board can go forward with solutions.

Town Board members discussed the proposal and commented that not each request is the same and the Town Board should go through the discussion process as they have been. Having a policy/procedure could limit their power as a Town Board and future boards could hide behind it. Supervisors Gamiño and Beal would like to see something in place and Supervisors Plotecher, Moonen and Chairman Osterman are not in favor of a policy at this time.

#### **Unfinished Business.**

#### **Discussion and necessary action on Storm Water improvement options near the intersection of Chestnut Hill and Cherry Hill Roads.**

Sweetbriar Lane Storm Water Improvements: During the Monday, April 9, 2018 Town Board Meeting, Kunkel Engineering was sought to investigate the storm water and flooding concerns that have been brought to the Town's attention near Sweetbriar Lane. Kunkel Engineering was asked to complete soil borings and storm water calculations on infiltration rates of the existing soils. To date, no soil borings have been completed due to the wet weather. With the soils being super saturated from the frequent rains, the risk of substantial damage to private residences resulting from the boring equipment is too great. Once the soils and surrounding properties become drier, Kunkel Engineering will schedule the borings and complete the storm water calculations.

Chestnut Hill and Cherry Hill Storm Water Improvements: At the April 9, Town Board Meeting, Kunkel was asked to review possible remedies for both the eroding aggregate shoulders and the steep slope of the existing storm water ditches within the Chestnut Hill and Cherry Hill Intersection. Several cost estimates have been provided to the Town Board, providing options for filling in the existing ditches and installing storm sewer. After surveying the existing site conditions, the options that were provided are viable and would function to provide the safest slope from the roadway and facilitate transportation of the storm water. Kunkel Engineering investigated an option to install curb and gutter within this corridor, however this option merely increases the overall cost as the proposed storm sewer system improvements are still required and the option also requires additional storm sewer structures. A cost estimate to install said curb and gutter was included in the packet. Regarding the erosion of the aggregate shoulders, Kunkel Engineering researched several options to address this issue. The only option found to help stabilize the existing shoulder was to add an asphalt emulsion to secure the aggregate in place while allowing water to flow over without eroding. The asphalt emulsion is like a fog seal that is done on aging asphalt roadways. Please note, aggregate material is not specified or defined as to which type has the best binding characteristic but rather gradations or size of the specified material. Varying the type of aggregate does not appear to provide a solution for the erosion issue. A cost estimate to add the asphalt emulsion to the shoulders at the Chestnut Hill and Cherry Hill Intersection was included in the packet.

Town Board members discussed the quotes, asked questions about the differences between them and can some work be done now, wait to see if it works then finish it later. Engineer Leisses suggested doing a test patch on another road for future uses and move ahead with bidding out one of the options presented.

*Motion by Chairman Osterman to approve Kunkel Engineering's Option 3 at a cost not to exceed \$73,758, to be taken from the Storm Water Utility Fund. Seconded by Supervisor Plotecher. Motion carried, 3-2 with two nays by Supervisor Gamiño and Beal.*

**Adjournment.**

*Motion by Chairman Osterman to adjourn the Tuesday, May 29, 2018 Town Board of Supervisors meeting at 9:20 PM. Seconded by Supervisor Gamiño. Motion carried, 5-0.*

Respectfully submitted,

Gina C. Gresch, MMC/WCPC  
Town Clerk

<b>NAME</b>	<b>ESTABLISHMENT</b>
Abigail E. Duda	Fairways of Woodside
Aimee Marie Anderson	County Line Liquor
Amy Elizabeth Gust	Shooter's Pub & Grill
AmyJo Lyn Paddock	Kwik Trip
Bailey Boldt	Ironwood Golf Course
Barbara Butler	Kwik Trip
Benjamin James Puer	Fairways of Woodside
Benjamin Lawrence Knetzger	Ironwood Golf Course
Bonnie L. Reynolds	Sherwood Forest Bowmen
Brian Robert Feldman	Shooter's Pub & Grill
Brittany A. Manning	Fairways of Woodside
Celena Danielle Loiselle	Kwik Trip
Charles C. Andrychowicz	Kwik Trip
Cynthia Ann Bosmans	Kwik Trip
Dana Devine	Fairways of Woodside
Daniel Josef Rotar	Kwik Trip
Dennis Scott Kudronowicz	Sherwood Forest Bowmen
Donna Christine Dehart	Kwik Trip
Ericka Schaeffer	Ironwood Golf Course
Ethan Elliot	Ironwood Golf Course
Jake Patrick Garvey	Fairways of Woodside
James P. Reynolds, Jr.	Sherwood Forest Bowmen
Janine Louise Biely	Kwik Trip
Jennifer Rogers	Kwik Trip
Jesse Earl Zellmer	Kwik Trip

<b>NAME</b>	<b>ESTABLISHMENT</b>
Katelyn Linda Marie Mirasola	Fairways of Woodside
Katlynn Mushall	Ironwood Golf Course
Kendall Knetzger	Ironwood Golf Course
Kevin Willoughby	Sherwood Forest Bowmen
Kyle Allen Wischer	Ironwood Golf Course
Leslie Allison Tadin	Ironwood Golf Course
Lorrie Lynn Erlitz	Shooter's Pub & Grill
Lucas Andrew Clendenning	Kwik Trip
Madyson Lehmann	Ironwood Golf Course
Marlehna Katherin Lehmann	Ironwood Golf Course
Meg Ann Opay	Fairways of Woodside
Megan Elise Wolfgram	Songbird Hills Golf Club
Michelle L. Rennicke	Sherwood Forest Bowmen
Morgan Corbeille	Kwik Trip
Natalie Hagenow	Ironwood Golf Course
Penny Lee Myatt	Kwik Trip
Phillip James Ritger	Kwik Trip
Rachel R. Stuempfig	Fairways of Woodside
Robert P. Schluga	Sherwood Forest Bowmen
Samantha Hagenow	Ironwood Golf Course
Samantha Jo Williams	Fairways of Woodside
Samantha Kay Beckett	Fairways of Woodside
Sara Puccini	Fairways of Woodside
Terri Lynn Zeh	Songbird Hills Golf Club
Tyler Gutbrod	Fairways of Woodside
Vincent Andrew Joaquin	Songbird Hills Golf Club
Ramzey Tareq Huneidi	Quarry Mart
Bilal Amin Hamdan	Quarry Mart
Tierney Jo Arndt	Kwik Trip



**TOWN OF LISBON**  
W234 N8676 Woodside Rd.  
Lisbon, WI 53089

**Wednesday, June 06, 2018**

Dear Board Members:

This is to notify you of the Town of Lisbon meetings, office closures and elections from **June 12, 2018 through July 7, 2018** at the Town Hall, W234N8676 Woodside Road, unless indicated otherwise.

Wednesday, June 20	Sanitary District Committee at 7:30 P.M.
Monday, June 25	Supervisor's Office Hours at 6:00 P.M. followed by Town Board at 6:30 P.M.
<b>Wednesday, July 04</b>	<b>4th OF JULY - CLOSED</b>
<b>Thursday, July 05</b>	<b>CLOSED</b>

Sincerely,

Gina C. Gresch, MMC/WCPC  
Town of Lisbon Clerk

**NOTICE:** It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meetings to gather information: no action will be taken by any governmental body at the above-stated meetings other than the governmental body specifically referred to above in this notice. (All meetings are subject to change or cancellation)



# CLERK REPORT

**PREPARED BY:** Gina C. Gresch, Clerk

**REPORT DATE:** Wednesday, June 6, 2018

**Monthly Planner Charge Back Fees – April**

- Total Invoice           \$9,871.25
- Chargebacks           \$6,981.25
- Town's Portion       \$2,890.00

**May Compost Site Totals**

MONTHLY SUMMARY 2018				
	TOTAL	LISBON	MERTON TOWN	MERTON VILLAGE
APRIL	789	467	217	105
MAY	1650	1060	394	196
JUNE	0	0	0	0
JULY	0	0	0	0
August	0	0	0	0
September	0	0	0	0
October	0	0	0	0
November				
<b>TOTALS</b>	<b>2439</b>	<b>1527</b>	<b>611</b>	<b>301</b>
<b>%</b>	<b>100.0%</b>	<b>62.6%</b>	<b>25.1%</b>	<b>12.3%</b>



# REQUEST FOR CONSIDERATION

**COMMITTEE CONSIDERATION:** Town Board

**ITEM DESCRIPTION:** Discussion and necessary action on a Commercial Broker for the advertisement and sale of the 65 acres at the southwest corner of Lake Five and Hickory Roads (a.k.a. Pauline Haass Land) the Town owns.

**PREPARED BY:** Matt Janecke, Town Administrator

**REPORT DATE:** June 5, 2018

**RECOMMENDATION:** Approve Midwest Realty Group to be the Commercial Broker for the sale of the Pauline Haass Land

**EXPLANATION:**

At the February 12<sup>th</sup> Town Board meeting, the Board authorized Staff to prepare and issue an RFP for Commercial Real Estate Brokerage Services. Staff worked with Supervisor Beal on the preparation of the RFP and evaluation of the submitted proposals. Five firms provided responses to the RFP and out of those five firms, three were chosen as finalists and given another set of questions that would ultimately help identify which firm should be recommended to the Town Board to give a short presentation. That firm is Midwest Realty Group.

In attendance, at the Board meeting will be Jerry Metzger who is the owner of Midwest Realty Group and also a Town Resident.

If the Board approves Midwest Realty Group to be the Commercial Broker for the sale of the Pauline Haass Land, a contract defining the terms of the agreement between Midwest Realty and the Town will need to come before the Board for approval at a following meeting.

The pages immediately following this memo contain the RFP that was sent to brokerage agencies, all the proposals from the brokers and Midwest Realty Groups responses to the second round of questions.



## **Request for Proposals Commercial Real Estate Brokerage Services**

### **General Information**

The Town of Lisbon (Population: 10,301) is seeking proposals from a qualified commercial real estate brokerage firm or individual herein referred to as "agency", to assist the Town with the sale of 65.13 acres of vacant land located at the southwest corner of Lake Five and Hickory Roads. Qualified agencies with municipal government experience are invited to send in a proposal. It is the intent of this Request for Proposals (RFP) to have the successful agency enter into a Professional Services Contract with the Town to supply real estate services.

### **Scope of Services**

The successful agency shall agree to contract with the Town to provide the following:

- Services required involve performing market analysis, particularly 65.13 acres of vacant land located at the southwest corner of Lake Five and Hickory Roads,
- Develop a strategy for the sale of property,
- Negotiate with buyers on behalf of the Town,
- Coordinate a real estate appraisal (if necessary),
- Coordinate real estate transaction closing, and
- Handle all other customary activities and services associated with real estate transactions.

Services may include consultation with Town Staff and Town Board relating to the sale of real estate. Presentations at public meetings may be required.

### **Broker's Qualifications**

Respondents to this RFP shall have the following qualifications:

- Must be licensed and in good standing with the State of Wisconsin.
  - Must have an excellent reputation in the real estate community.
- Must be knowledgeable in the local real estate market and have experience with small and large commercial properties.
- Must be proficient with Loopnet.com, MLS, CoStar and/or Catylist
- Must be knowledgeable in obtaining all public real estate records.

### **Selection Criteria – Selection of a commercial brokerage agency will be based on the following criteria:**

1. Ability of the agency to meet or exceed the requirement defined in the RFP.
2. Experience, qualification and references specifically in land and land development.
3. Knowledge of local real estate market.
4. Local reputation.
5. Fee schedule.
6. Completeness of response to the RFP as outlined in this solicitation.

### **The following information must accompany your proposal:**

1. List years in business, previous names of the agency, if any.

2. Description of your agency including size of agency, location, number and nature of the professional staff to be assigned to the Town; staff experience and training, including a brief resume for each key person listed.
3. Describe experience (minimum three (3) years previous experience with proven effectiveness) your agency has in pertinent real estate experience.
4. Identify the main point of contact who will be assisting the Town and said contact will be knowledgeable to all areas of listing details
5. Experience in assisting similar size entities, including any and all services for government agencies.
6. List of at least three (3) references where and when your agency provided similar services. Please provide names and telephone numbers of contact persons for each reference, and brief description of the specific services provided.
7. Additional services offered through your agency.
8. Listing of current litigation, outstanding judgments and liens. Agency must also disclose any current or past claims/lawsuits it has been involved with in the last five (5) years.
9. Fee schedule:
  - State your commission rate for listing and selling of properties.
  - State any other costs the Town may anticipate relating to the real estate services to be provided.

Additional technical and/or cost information may be requested for clarification purposes, but will not change the original proposal submitted. Agencies may also be asked to participate in an interview.

### **Insurance Requirements**

For proposal purposes, agency must submit a copy of its current errors and emissions insurance policy.

### **Contract Award**

Issuance of this RFP and receipt of proposals does not commit the Town to award a contract. The Town reserves the right to accept or reject any or all proposals received in response to this RFP.

Failure to submit any of the documents requested with your proposal, or failure to acknowledge any addendum, or submitting your proposal with any limitation, condition or provision not requested, may be cause for rejection of your proposal.

### **Term of Contract**

The contract period for the successful agency will be one year from the date the contract was awarded. The contract may be renewed in writing, if agreeable, by the agency and the Town of Lisbon.

### **RFP Submittal Requirement**

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP and (2) are capable of performing quality work to achieve the Town's objectives.

All interested agencies are invited to submit a proposal in accordance with the terms and conditions stated in this Request for Proposal.

Sealed proposals for Commercial Real Estate Brokerage Services for the Town of Lisbon will be received by email at [mjanecke@townoflisbonwi.com](mailto:mjanecke@townoflisbonwi.com) by **Monday, April 16, 2018 at noon**.

Any questions regarding this Request for Proposal should be directed to Matt Janecke, Town Administrator, or emailed to: [mjanecke@townoflisbonwi.com](mailto:mjanecke@townoflisbonwi.com).

The Town of Lisbon reserves the right to reject any and all proposals, or any parts thereof, or to waive any formality or defect in any bid if it is in the best interest of the Town of Lisbon. All proposals, plans, and other documents submitted shall become the property of the Town of Lisbon. Responses to this RFP are considered public information and are subject to discovery under the Freedom of Information Act.

## Matthew Janecke

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**From:** Jerry Metzger <jerrybmetzger@yahoo.com>  
**Sent:** Monday, June 4, 2018 8:28 AM  
**To:** 'Matthew Janecke'  
**Cc:** Linda Beal  
**Subject:** Re: Lisbon RFP Broker Questions

Hi Matt,

Here are my answers to the final round of questions. Please let me know if you need anything more. I am available via regular cell phone, text or email anytime.

- What is your agency's typical marketing/advertisement plan for a property of this nature? Please include specific websites, billboards, brochures/flyer and any other materials that your agency includes in a marketing/advertisement plan.

The marketing/advertisement plan will consist of exposure to the MLS website, Zillow, Loopnet and all major co-broke websites because of the recent change in all brokerages carrying each others listings on their own websites as well. The land site will have two 8 feet by 4 feet signs on 4"x4" posts that stick eight feet into the air. We will include a paper brochure box for driver by's to take datasheets and keep it replenished on a regular basis. I travel past the land almost on a daily basis and check on it very regularly to make sure that the sheets do not get low.

- If your agency happens to be the selling broker, will there be a reduced commission?

I reduce my commission where I am the selling broker from my regular 4.8% down to 4.0%. I think this is only fair to do since there is only one brokerage involved at this point instead of two separate brokerages being apart of the final transaction. I list and sell approximately 20% of all my listings over the years which is a very high percentage. I have the buyer on the two land Hwy 164 listings that are currently under contract.

- Using what your agency knows of the property, the area, and the current market, what would be your agencies estimated asking price.

I would start at the higher dollar amount of the previous numbers given in the original marketing email beginning closer to the \$1,499,00 value remembering that my overall marketing plan typically will run for 24 months knowing that there are two peaks and two valleys in every calendar year. We should do a price reduction from the \$1,499,000 down to \$1,299,000 after 6 to 12 months if no valid contract has been accepted up to that point in the marketing process.

- What is your agency's capability to move this property within six months?

We could guarantee to move the property in six months only by realizing a lower starting list price which I do not recommend so that the highest net return is realized by the Town of Lisbon.

- What will be the length of the engagement period your agency will request and why?

As mentioned above I have the knowledge of cycles and sales that most brokers and agents simply do not have or choose to not remember when it comes to sales. The two peaks are January thru March and then August thru September. If for some reason we are priced a little too high for the market then we have an additional yearly cycle to reduce and then capture the best net return possible during the second full 12 month period exposing the land to the next round of the two peaks that will occur.

- What will your references say about your communication with clients?

My references will say that I am very good at keeping deals together when most buyers and agents give up.

I learned very early in my real estate career as an asset manager for a top 5 bank that you can never be negative in any real estate transaction. By being negative in any way, shape or form then the buyers become negative with similar attitudes and low offers.

- How many properties in this approximate size range has your agency sold in the past 12 and 24 months in this sub-market?

I currently have two listings that are at \$1,500,000 and \$2,400,000 on two parcels on Hwy 164 that are expecting to close in August. These are obviously commercial closings that can take longer than a regular real estate transaction because of the extra contingencies that buyers will write into their OTP's (offer to purchases).

- Will there be any additional cost to the Town?

The cost to the town for closing will be the normal closing costs that a title company will charge. In this price range the closing costs will be in the \$4 to \$5k range.

Thank you again for allowing me to sell the Pauline Haas land for the Town of Lisbon. I look forward to engaging with the community and buyers to make the experience the most fruitful one possible for both buyers and seller alike!

Best Regards and Have a Great Day!

Jerry Metzger  
Midwest Realty Group LLC  
262-617-0096

April 11, 2018

Mr. Matthew Janecke  
Town of Lisbon Administrator / Clerk  
W234 N8676 Woodside Road  
Lisbon, WI 53089

Mr. Janecke,

We are providing this proposal to assist the Town with the sale of approximately 65.13 acres of vacant land located at the southwest corner of Lake Five Road and Hickory Road.

#### **Scope of Services**

We agree to provide all of the services listed.

#### **Broker's Qualifications**

Capital Commercial, LLC is comprised of Matthew Quest (Principal) and Kevin Crary (Senior Real Estate Advisor), both are licensed real estate brokers and in good standing with the State of Wisconsin. With over 40 years of combined experience in commercial real estate, we have developed an excellent reputation in the real estate community. We are very knowledgeable in the local real estate market, especially Waukesha County where we both have focused for most of our commercial real estate careers. We are very proficient with Loopnet, CoStar and Catalyst. Kevin has extensive experience with the MLS system. Kevin has also served as an Associate Appraiser with a local commercial real estate appraisal firm, where he gained extensive knowledge on obtaining public real estate records.

#### **Matthew Quest**

Matthew has been a commercial real estate broker since 1999. Matthew spent 5 years with Wangard Partners before starting Capital Commercial in 2014. Matthew has worked with several developers throughout his real estate career, including but not limited to Neumann Companies, Briohn Development and Ryan Companies. Matthew has also owned commercial real estate investment properties and has just recently sold vacant land in the Village of Pewaukee to a local residential real estate development company, where Matthew was very hands-on throughout the approval process.

#### **Kevin Crary**

Kevin has been involved in commercial real estate since 1997. Kevin owned his own real estate brokerage firm for over 15 years. Kevin has also worked in acquisitions for a national real estate investment company, and spent 3 years as an Associate

Appraiser with a commercial real estate appraisal company. As an Associate Appraiser, Kevin provided valuation services for owners of local commercial properties. Kevin also worked with many local governments, including but not limited to, Waukesha County, Washington County, City of Muskego, City of Waukesha and Wisconsin Department of Transportation, for several right-of-way road projects as part of the eminent domain process. Kevin has also owned commercial investment real estate, has developed a residential multi-family project and has built and sold residential single-family homes.

### **Capital Commercial**

Matthew Quest      Principal  
Kevin Crary        Senior Real Estate Advisor  
Capture Marketing   Marketing Firm for Capital Commercial

Kevin Crary will be the main point of contact for the Town of Lisbon land sale. Kevin will be available for any and all government meetings.

### **References**

Briohn Development  
Nelson Williams  
[nwilliams@briohn.com](mailto:nwilliams@briohn.com)  
262-790-0500

Capital Commercial marketed and sold several acres of land located in the City of Pewaukee for Briohn Development in 2017. Capital Commercial assisted in rezoning the land to industrial and worked with Briohn during the approval process.

Neumann Companies  
Steve DeCleene  
[steve@neumanncompanies.com](mailto:steve@neumanncompanies.com)  
262-542-9200

Matthew Quest acquired a couple of parcels in the City of Pewaukee and worked with Neumann Companies during the rezoning and approval process. Neumann companies will be developing a single family residential subdivision.

Siepmann Realty Corporation  
John Siepmann  
[john@siepmannrealty.com](mailto:john@siepmannrealty.com)  
262-650-9700

Kevin Crary has worked closely with members of Siepmann Realty in the development of a multi-family residential development in the Town of Summit, where Jim Siepmann was a Plan Commission Board member.

**Fee Schedule**

Commission Rate: 8% of the agreed upon contract sale price  
Other Costs: None

We are very interested and enthusiastic about working with the Town of Lisbon in marketing the 65+ acres at the southwest corner of Lake Five and Hickory Roads. We feel very confident that we will be successful in finding a buyer that will provide a good quality development plan that fits well with the Town's goals and objectives.

Please let us know if you have any questions regarding this proposal. We look forward to hearing from you.

Sincerely,



Matthew Quest  
Principal



Kevin Crary  
Senior Real Estate Advisor



LUTHER GROUP

April 16, 2018

Matthew Janecke  
Administrator  
W234N8676 Woodside Road  
Lisbon, WI 53089

RE: RFP for Commercial Real Estate Brokerage Services

Dear Matt:

Luther Group, LLC is pleased to present the following response to the Request for Proposal to provide the Town of Lisbon Commercial Real Estate Brokerage Services. I enjoyed our time together learning more about the Town, the parcel, and your goals for the project. Following our meeting, I had a very nice conversation with Eileen Dlobik about her parcel and believe that we would work very well together.

On the next few pages you will note our experience and history, but what sets us aside from others is our passion and desire to ensure that the goals of our clients are always met. I don't think there is a better demonstration of that than the number of repeat clients. Froedtert, The Medical College of Wisconsin, Children's Hospital of Wisconsin, Starbucks, Affiliated Dermatologists... These are just a few of the clients that consistently call Luther Group for assistance with projects. Please visit our website at [www.luthergrp.com](http://www.luthergrp.com) for examples of past projects and clients.

Please feel free to contact me with any questions. Thank you again for your consideration.

Sincerely,

Jason Luther  
President

**1. List years in business, previous names of the agency, if any.**

Luther Group, LLC was established in 2012. It has not operated under any other name.

**2. Description of your agency including size of agency, location, number and nature of the professional staff to be assigned to the Town; staff experience and training, including a brief resume for each key person listed.**

Jason Luther is the President and Manager of Luther Group. In 2011, Jason launched Luther Group as a comprehensive real estate development firm. Jason has been directly responsible for over 40 major real estate projects in the healthcare and commercial market sectors valued at a combined total of more than \$250 million. Jason is responsible for overseeing the direction of the firm and ensuring successful projects for all of Luther Group's clients.

Luther Group is based in Elm Grove and has 5 staff members. Luther Group offers services in four main areas: Program Management/Owner's Representation, Commercial Brokerage, Property Management, and At-Risk Development. Luther Group market specialties include: healthcare real estate, office, land and retail. It should be noted that Luther Group is not a residential real estate agency nor residential real estate developer.

The Luther Group team assigned to this project would be Kate Schroeder, Andy Fishler, and Jason Luther. A brief bio on each follows.

Kate Schroeder joined the Luther Group in May 2017, as a Broker/Office Manager. Kate received her real estate license in August 2015, and was previously an agent with First Weber, concentrating on residential real estate transactions.

Prior to her real estate career, Kate was employed for 25 years with FOX Networks. Kate was the Regional Director of Distribution and Sales and handled contract negotiations for all of the FOX Networks including FOX Sports, FOX News, FS1, Big 10 Network, and FX. Kate managed offices in Minneapolis, Milwaukee and Cleveland. Kate is a graduate of University of Minnesota.

Andy Fishler started in the real estate industry in 2001 as a sales person specializing in the sale and leasing of retail properties as well as land parcels for commercial development. Andy has extensive experience in all sectors of commercial real estate and possesses a full understanding of site selection, entitlements, lease and contract negotiation as well as acquisition and disposition of all property types. Fishler holds several degrees and certifications including his Certified Commercial Investment Member (CCIM) designation and an MBA from the University of Wisconsin.

Andy has successfully completed over \$250M in real estate transactions throughout his career, has published articles in industry magazines and is regularly asked to speak at Real Estate classes in the Lubar School of Business at the University of Wisconsin-Milwaukee.

Jason graduated with a Bachelor of Arts with dual majors in Political Science and Public Administration from the University of Wisconsin-LaCrosse in 1998. He also earned a minor in Geography at that time. Following this, Jason pursued a Masters of Healthcare Management from the Carlson School of Management at the University of Minnesota, which he completed in 2001.

**3. Describe experience (minimum three (3) years previous experience with proven effectiveness) your agency has in pertinent real estate experience.**

In the past three years, Luther Group has managed more than \$25 million in projects, developed more than \$15 million in commercial real estate, and closed more than 25 lease or purchase transactions. I would encourage you to visit our website at [www.luthergrp.com](http://www.luthergrp.com) for examples of past projects.

**4. Identify the main point of contact who will be assisting the Town and said contact will be knowledgeable to all areas of listing details**

Kate Schroeder will act as the Town's main point of contact. Kate has the experience necessary to manage this project.

**5. Experience in assisting similar size entities, including any and all services for government agencies.**

Luther Group has experience working with large and small organizations. It has direct experience working with municipalities on the entitlements, rather than as clients.

**6. List of at least three (3) references where and when your agency provided similar services. Please provide names and telephone numbers of contact persons for each reference, and brief description of the specific services provided.**

Below are three Luther Group references.

John Balzer  
Vice President Facility Development  
Froedtert Health  
414-805-2649

Dr. James Russell  
Affiliated Dermatologists  
262-754-4488

Kristine O'Meara  
Toomavara Partners  
414-750-0008

In addition, please note the historical land sales that Andy Fishler completed prior to joining Luther Group.

New Berlin Costco development (\$3M land sale – 30 AC)\*  
New Berlin Froedtert / CHW Medical office development (\$5.25M land sale – 25 AC)\*  
Greenfield Froedtert Medical office development (\$1.3M land sale – 2 AC)\*

\*Land sales completed while working at The Boerke Company

**7. Additional services offered through your agency.**

In addition to commercial brokerage, Luther Group is a market leader in Program Management/Owner's Representation services, with clients such as Froedtert & The Medical College of Wisconsin, and Children's Hospital of Wisconsin. Luther Group also provides Property Management Services and At-Risk Development.

**8. Listing of current litigation, outstanding judgments and liens. Agency must also disclose any current or past claims/lawsuits it has been involved with in the last five (5) years.**

None.

**9. Fee schedule:**

- **State your commission rate for listing and selling of properties.**

Luther Group proposes a fee of 7.00% of the successful sales price.

- **State any other costs the Town may anticipate relating to the real estate services to be provided.**

The Town may want to perform some initial due diligence to assist buyers and shorten their due diligence timeframe. Those could include an Environmental Phase I study, Environmental Phase II study (if required), and soil borings. An appraisal is helpful but not necessary since ultimately the buyer, or the lender, will require their own appraisal.

**From:** Jerry Metzger  
**To:** [Matthew Janecke](#)  
**Subject:** Lisbon Land Proposal Email . . . Another email will be sent directly from the MLS system which is the 2nd half of my proposal.  
**Date:** Monday, April 16, 2018 11:50:13 AM  
**Attachments:** [Insured Copy of Policy.pdf](#)

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Hi Matt,

Below are the answers to the nine points of information requested to be included in my proposal (I have attached my E&O policy as well). I have included the valuation side of the proposal on an email from MLS that will be sent a few minutes after this email is sent:

1. Midwest Realty Group LLC was started in June of 2004. It has been named Midwest Realty Group LLC since its inception in 2004.

2. We are a small business company with three agents and one broker. Our general office location is just a few miles away from the 65.13 acres located at W315N7769 Hwy 83, Hartland, WI 53029. The number of staff dedicated to selling the land will be all four individuals working with the company to find the buyer/candidate that will bring the highest price with the least amount of contingencies to the negotiating table.

Jerry Metzger: Broker/Owner, 20 years real estate experience with 14 of the 20 being as broker/owner of the company. I have sold over 600 properties over the past 14 years and know how to communicate, negotiate and sell any sized property or land when asked. I currently have 148.93 acres under contract with one of the larger developers in Waukesha County on Hwy 164. We are working currently with the Town of Lisbon in helping to facilitate a successful land closing for both sides of the transaction to benefit the community and others traveling back and forth on this stretch of Highway 164 that many thousands of vehicles travel every single day.

Jeff Lapotko: Agent with over 30 years in Title closing and finance experience. Jeff has helped many individuals and companies get to a closing table when other individuals either would not or did not have the same knowledge and expertise that Jeff brings to the table with his extensive credit and title procuring knowledge getting to the closing table more than any other title closer in Southeastern Wisconsin.

Sunny Rothmeier: Sunny has extensive experience in sales and personally owning and operating investment properties with her husband to facilitate many happy customers over the past several decades. Sunny prides her self on a job well done while making sure that each transaction and seller has the knowledge to get to the closing table with the comfort and knowledge that they were well serviced and communicated by one of the best real estate agent facilitators in Waukesha County.

Richard Franzel: Richard has had over 16 years valuation experience that when asked can be used as a valuable resource when required to arrive at a specific conclusions with the expertise and knowledge that only comes with this many years of study work and communicating with corporate and municipal departments on many levels.

3. I have been working the past three years on my current Hwy 164 project to find the right buyer to make the 148.93 acre land development project a success for all parties involved. It has taken considerable amount of time, negotiation and communication to arrive at plausible solutions to get the best results for all parties.

4. The main point of contact will be Jerry Metzger which can be reached 24/7 by phone or text. He has the knowledge and expertise when it comes to all areas of the listing details

5. Richard Franzel has extensive knowledge when it comes to working with the City of Waukesha's waste/water and treatment facility. He has been an invaluable resource when working with the city to answer any and all questions surrounding this departments guidelines and restrictions.

6. This would be the first time that I have sold for a municipality. I look forward to the task and challenge

that this will entail.

7. We offer all real estate related services from beginning to end, from listing to the Title Insured closing to make sure that both sides of the transaction are protected at closing, whether a gap policy is needed to additional insurance if determined to be needed as well.

9. Fee schedule:

I charge 4.8% for the listing and selling of any real estate whether it be land, building or a mixture of both. I am the broker owner so I can negotiate better than most agents that have to get their broker's permission to discount any broker or realtor fees.

The only other costs will be closing and title fee cost once we arrive at the closing table. These costs typically will range in the 4 to 5 thousand range for sales between 1 to 1.5 million.

Thank you for your time and attention to this information. If you have any further questions please feel free to reach my via email, phone or text message.

Best Regards,

Jerry Metzger  
262-617-0096  
Midwest Realty Group LLC  
W315N7769 Hwy 83  
Hartland, WI 53029



Thank you  
for being  
our policyholder



# REAL ESTATE RISK MANAGEMENT HOTLINE



## To Our Valued Real Estate Clients

The Navigators Real Estate Program now offers expanded risk management services through a new risk hotline.

To utilize these services, contact:  
Fred Trester from the law firm of  
Manning, Marder, Kass, Ellrod and Ramirez LLP  
at 877-220-9282

In addition, qualified legal counsel can assist you with questions you may have regarding real estate practices and procedures, document review and engagement letter wording.

For questions, please contact your agent or  
McGowan Program Administrators at 800-545-1538



# NAVIGATORS INSURANCE COMPANY

## THIS IS A CLAIMS MADE INSURANCE POLICY.

THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. ALL CLAIMS MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN 60 DAYS AFTER THE END OF THE POLICY PERIOD.

PLEASE READ THIS POLICY CAREFULLY.

## REAL ESTATE PROFESSIONAL ERRORS AND OMISSIONS INSURANCE POLICY DECLARATIONS

POLICY NUMBER: PH17RELM02522IV RENEWAL OF: PH16RELM02522IV

1. **NAMED INSURED:**  
Midwest Realty Group LLC
  
2. **ADDRESS:**  
N80W 32690 Peterson Rd  
Hartland, WI 53029
  
3. **POLICY PERIOD: FROM:** 07/10/2017 **TO:** 07/10/2018  
12:01 A.M. Standard Time at the address of the **Named Insured** as stated in Number 2 above.
  
4. **LIMITS OF LIABILITY:**

	\$ 1,000,000	<b>Per Claim</b>
	\$ 1,000,000	<b>Annual Aggregate</b>
  
5. **DEDUCTIBLE:** \$ 2,500
  
6. **PREMIUM:** \$ 1,028.00  
**TAXES:** \$ \$
  
7. **RETROACTIVE DATE:** 07/10/2013

**8. FORMS ATTACHED:**

NAV REL DEC	Real Estate Professionals Declarations
NAV REL NIC PF	Real Estate Professionals Policy
NAV REL 018	Fungi and Bacteria Sublimit
NAV REL 027	Specified Entity Coverage
NAV REL 300 WI	Wisconsin Amendatory
WI Notice	Wisconsin Policyholder Notice
NAV-ML-002	OFAC Endorsement

**PROGRAM ADMINISTRATOR:**

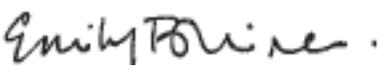


**McGowan Program Administrators**  
**(A Division of McGowan & Company, Inc.)**  
**20595 Lorain Road, Suite 300**  
**Fairview Park, OH 44126**  
**(440) 333-6300**

By Acceptance of this policy the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all agreements existing between the Insured and the Company or any of its representatives relating to this insurance.

---

**IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary.**

  
[Emily Miner]  
Secretary

  
[Stanley A. Galanski]  
President

# NAVIGATORS INSURANCE COMPANY

A "Stock" Company

Home Office: One Penn Plaza, New York, NY 10119

**THIS IS A CLAIMS MADE POLICY.  
PLEASE READ THE ENTIRE POLICY CAREFULLY.**

## **REAL ESTATE PROFESSIONAL ERRORS AND OMISSIONS INSURANCE POLICY**

Words and phrases that appear in **bold** print have special meanings that are defined in section III., **DEFINITIONS**.

### **I. INSURING AGREEMENTS**

#### **A. Coverage**

The **Company** will pay on behalf of the **Insured** all sums in excess of the deductible that the **Insured** becomes legally obligated to pay as **damages** and **claim expenses** as a result of a **claim** first made against the **Insured** during the **policy period** or any applicable **extended reporting period** by reason of an act or omission, including **personal injury**, in the performance of **professional services** by the **Insured**, provided that:

1. No such act or omission, or **related act or omission**, was committed prior to the **retroactive date**;
2. Prior to the inception date of the first policy issued by the **Company**, and continuously renewed, no **Insured** had a basis to believe that any such act or omission, or **related act or omission**, might reasonably be expected to be the basis of a **claim**; and
3. The **claim** must be reported in writing to the **Company** during the **policy period** or within 60 days after the end of the **policy period** unless an **extended reporting period** applies.

Except as provided in Section II. LIMITS OF LIABILITY AND DEDUCTIBLE, paragraph G. Coverage Extension, Item 1 below, **claim expenses** are in addition to the limit of liability.

#### **B. Defense**

The **Company** has the right and duty to defend any **claim** against the **Named Insured** even if any of the allegations of the **claim** are groundless, false or fraudulent. Defense counsel may be designated by the **Company** or, at the **Company's** option, by the **Insured** with the **Company's** written consent and subject to the **Company's** guidelines.

#### **C. Settlement**

The **Company** will have the right to make, with the consent of the **Named Insured**, any settlement of a **claim** under this policy. If the **Named Insured** refuses to consent to a settlement within the policy's applicable limit of liability that is recommended by the

**Company** and acceptable to the claimant, then the **Company's** limit of liability shall be a single combined limit of liability for both **damages** and **claim expenses** in an amount of total **damages** for which the **claim** could have been settled plus the **claim expenses** incurred up to the time the **Company** made its recommendation. The **Company** is not obligated to pay any **damages** or **claim expenses**, or to defend or continue to defend such **claim**, after this single combined limit of liability has been exhausted.

#### **D. Exhaustion of Limits**

The **Company** is not obligated to pay any **damages** or **claim expenses** or to defend or continue to defend any **claim** after the applicable limit of liability for **damages** has been exhausted by the payment of **damages**; or after the **Company** has deposited the applicable limit of liability for **damages** into a court of competent jurisdiction or tendered the applicable limit of liability to the **Named Insured** or, if applicable, to the excess insurer(s) of the **Named Insured**.

## **II. LIMITS OF LIABILITY AND DEDUCTIBLE**

### **A. Limit of Liability - Each Claim**

Subject to paragraph B. below, the **Company's** limit of liability for **damages** for each **claim** first made during the **policy period** will not exceed the amount shown in item 4A. in the Declarations for "Each **Claim**".

### **B. Limit of Liability - Policy Aggregate**

The **Company's** limit of liability for **damages** for all **claims** first made during the **policy period** will not exceed the aggregate amount shown in item 4B. in the Declarations as the "Policy Aggregate".

### **C. Deductible**

1. The deductible amount shown in item 5. in the Declarations is the **Named Insured's** obligation for each **claim** and applies to the payment of **damages** and **claim expenses**. The deductible will be paid by the **Named Insured**. The limits of liability set forth in the Declarations are in addition to, and in excess of, the deductible.
2. The **Named Insured's** obligation to pay the deductible amount stated in item 5. in the Declarations will be reduced by 50% of the applicable deductible for each **claim**, but not to exceed a maximum amount of \$5,000, provided all of the following conditions are satisfied and evidence of such is provided to the **Company** when notice of **claim** is received:
  - a. A seller disclosure form was signed by the seller and acknowledged in writing by the buyer prior to closing;
  - b. A home warranty policy was purchased or waived in writing by the buyer between the time the **residential real property** was listed and up to and including 30 days after closing;
  - c. An accredited written property inspection report was performed on the property or waived in writing by the buyer prior to closing; and
  - d. A state or local board-approved standard sales contract was utilized.

3. If a **claim** is resolved by settlement, with the consent of the **Named Insured** and the **Company**, within one (1) year following the date that the **claim** is reported in writing to the **Company**, the **Named Insured** will be reimbursed or credited 50% of the applicable deductible, but not to exceed a reimbursement of \$5,000 each **claim**.

If both C. 2 and 3 above apply, only one reduction applies.

#### **D. Multiple Insureds, Claims and Claimants**

The limits of liability for **damages** and **claim expenses** shown in the Declarations is the maximum amount the **Company** will pay under this policy for **damages** and **claim expenses**, respectively, regardless of the number of **Insureds**, **claims** made or claimants. All **related claims**, whenever made, shall be considered a single **claim** first made when the earliest of the **related claims** was first made and first reported when the earliest of the **related claims** was reported in writing to the **Company**; provided, however, that the **Insured** must report all **claims** as soon as reasonable in accordance with Section V. CONDITIONS, paragraph A.1.

#### **E. Multiple Policies**

If this policy and any other policy issued by the **Company** provide coverage for the same **claim**, the maximum limit of liability under all the policies combined shall not exceed the highest remaining applicable limit of liability for the **claim** under any one policy.

#### **F. Supplementary Payments**

Supplementary payments are not subject to the deductible and are in addition to the limits of liability.

##### **1. Reimbursement of Expenses**

The **Company** will pay up to \$500.00 for loss of earnings to the **Insured** for each day or part of a day the **Insured** is in attendance, at the **Company's** request, at a trial, hearing, mediation or arbitration proceeding involving a **claim** against the **Insured**. The maximum amount payable, regardless of the number of trials, hearings, mediations or arbitration proceedings or the number of **Insureds** shall be \$7,500 each **claim** and \$25,000 per **policy period**.

##### **2. Disciplinary Actions**

The **Company** will reimburse the **Insured** for reasonable attorneys' fees, costs and expenses incurred resulting from the investigation or defense of a **disciplinary action** first received by the **Insured** and reported in writing to the **Company** during the **policy period** by reason of an act or omission in the performance of **professional services**. The maximum amount payable, regardless of the number of **disciplinary actions**, shall be \$25,000 each claim and \$50,000 per **policy period**. The **Company** shall not be obligated to defend any **disciplinary action**, or pay any fine, penalty or award resulting from any **disciplinary action**.

### 3. Non-Profit Director and Officer Coverage

The **Company** will reimburse any principal, partner, shareholder or member of the **Named Insured** for any Damages and **Claims expenses** that such **Insured** becomes legally obligated to pay as a result of a **lawsuit** first made against such **Insured** and reported in writing to the **Company** during the **Policy Period** or **Extended reporting period** arising out of such **Insured's** acts or omissions in his or her capacity as a non-profit organization director or officer, as defined by the Internal Revenue Service, provided that such **Insured's** service on such non-profit organization has been disclosed to the **Company** through written notification and which has been accepted and approved in writing by the **Company**; provided that the maximum amount payable shall under this provision be \$15,000 per **lawsuit** and subject to a \$30,000 maximum for all **lawsuits** during the **Policy Period**. Coverage shall be excess of all valid and collectible insurance.

### 4. Subpoena Expenses

The **Company** will pay expenses incurred while assisting the **Insured** in responding to a subpoena which the **Insured** first receives and reports in writing to the **Company** during the **policy period** resulting from the performance of **professional services** by the **Insured**. The maximum amount payable for subpoena expenses is \$25,000 per subpoena; provided, however, that all subpoenas arising out of **related acts or omissions** shall be deemed to constitute a single subpoena.

### 5. Reimbursement for Reputation Protection Expenses

The **Company** will pay up to \$5,000 for **Reputation Protection Expenses** incurred by the **Named Insured** when responding to a **Reputation Event** first made and first reported in writing to the **Company** within 60 days of said **Reputation Event** during the **policy period** or **Automatic Extended Reporting Period**. \$5,000 is the maximum the **Company** will pay regardless of the number of **Reputational Event(s)**.

### 6. Reimbursement for Security Incident

The **Company** will reimburse the **Named Insured** for any **security incident** response expenses up to a maximum of \$25,000 per **security incident** and \$50,000 per **policy period**. **Security incident** response expenses are any expenses incurred by the **Insured** to:

- a. Hire cyber forensic analysts to determine the extent of an actual security breach that has occurred; or
- b. Comply with state or local privacy laws requiring that notification and credit monitoring services are to be provided to individuals when the security, confidentiality, or integrity of their personal information has been compromised.

## G. Coverage Extensions

### 1. Discrimination

The **Company** will provide a single combined limit of liability for both **damages** and **claim expenses** up to \$250,000, for **damages** and **claim expenses** as a result of all **claims** reported to the **Company** during the **policy period** by reason of a civil lawsuit brought against the **Insured**, and arising out of **professional services**

rendered on behalf of the **Named Insured**, for alleged violations of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988 or any similar local, state or federal statute or regulation, including resulting **personal injury**.

This sub-limit is an aggregate limit of liability that is included within, and not in addition to the Limit of Liability – Policy Aggregate stated in the Declarations.

## 2. **Lock-box**

Subject to all other terms and conditions of this policy, this policy applies to **Lock-box**. **Lock-box** is not subject to the deductible stated in Section II. Limits and Deductible, item C.

## 3. **Open House**

Subject to all other terms and conditions of this policy, this policy applies to **Open House**.

### III. DEFINITIONS

**A. Bodily injury** means physical injury, sickness or disease sustained by any person including death resulting from any of these at any time. **Bodily injury** also means mental illness, mental anguish, emotional distress, pain, suffering, or shock sustained by that person, whether or not resulting from physical injury, sickness, disease or death of any person.

**B. Claim** means a demand for money or services received by the **Insured** arising out of an act or omission in the performance of **professional services**. A **claim** also includes the service of suit or the institution of an arbitration proceeding against the **Insured**.

**C. Claim expenses** means:

1. Fees charged by attorneys designated by the **Company** or designated by the **Insured** with the **Company's** prior written consent;
2. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, mediation, defense or appeal of a **claim**, if incurred by the **Company** or by the **Insured** with the **Company's** prior written consent; and
3. Premiums on appeal bonds, attachment bonds or similar bonds; provided, however, the **Company** is not obligated to apply for or furnish any such bond.

**Claim expenses** do not include fees, costs or expenses of employees or officers of the **Company**, or salaries, loss of earnings or other remuneration by or to the **Insured**.

**D. Company** means the insurance company named in the Declarations.

**E. Construction manager** means a person providing the following services in connection with the construction, reconstruction or renovation of real property:

1. Management of facility construction, reconstruction or renovation plans;

2. Development and management of construction, reconstruction or renovation contracts and subcontracts; or
  3. Development of loss control and risk management plans in connection with the construction, reconstruction or renovation.
- F. **Damages** means any compensatory sum and includes a judgment, award or settlement, provided any settlement is negotiated with the **Company's** written consent. **Damages** also includes punitive or exemplary amounts, to the extent such amounts are insurable under the applicable state law.

**Damages** do not include:

1. The return, reduction or restitution of fees, commissions, expenses or costs for **professional services** performed or to be performed by the **Insured** and injuries that are a consequence of any fees, commissions, expenses or costs charged by the **Insured**;
  2. Fines, penalties, forfeitures or sanctions;
  3. The multiplied portion of any multiplied awards; or
  4. Injunctive or declaratory relief.
- G. **Disciplinary action** means a proceeding before any state licensing board, local real estate board or other governmental body regulating professional conduct, alleging misconduct in providing **professional services**. **Disciplinary action** does not include criminal charges.
- H. **Extended reporting period** means the period of time after the end of the **policy period** for reporting **claims** to the **Company** that are made against the **Insured** during the applicable **extended reporting period** by reason of an act or omission, which was committed prior to the end of the **policy period** and on, or subsequent to, the **retroactive date** and is otherwise covered by this policy.
- I. **Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- J. **Guaranteed sale listing contract** means a written agreement between the **Named Insured** and the seller of property in which the **Named Insured** agrees to purchase the property if it is not sold under the listing agreement within time period specified in the agreement.
- K. **Insured** means:
1. The **Named Insured**;
  2. Any past or present partner, principal, shareholder, officer, director, member, employee or independent contractor and their employees, but only for **claims** arising from **professional services** performed on behalf of the **Named Insured**;
  3. The estate, heirs, executors, administrators assigns and legal representatives of the **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only for **claims** arising out of **professional services** performed by or on behalf of

the **Named Insured** prior to such **Insured's** death, incapacity, insolvency or bankruptcy;

4. Any real estate franchise corporation of which the **Named Insured** is a franchisee, but only as respects to the real estate franchise corporation's liability for acts or omissions committed by an **Insured** on behalf of the **Named Insured**;
  5. The lawful spouse or a qualifying domestic partner of any present or past partner, principal, shareholder, officer, director, member, employee or independent contractor, but only for liability arising out of **professional services** performed by such partner, principal, shareholder, officer, director, member employee or independent contractor on behalf of the **Named Insured**.
- L. **Lock-box** means any **claim** arising out of the **Insured's** distribution, maintenance, operation or use of a keyless entry system or similar device used to gain access when showing properties not owned by the **Insured**.
- M. **Named Insured** means the person or entity specified in item 1. in the Declarations.
- N. **Open House** means any **claim** arising out of the showing of a property during an advertised designated time period (up to 3 hours) where multiple potential buyers have the opportunity to view the specified property that is listed for sale by the **Insured** while in the care, custody or control of the **Insured**.
- O. **Personal injury** means injury other than **bodily injury** arising out of one or more of the following offenses by reason of an act or omission by the **Insured** in the performance of **professional services**:
1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication, in any manner, of material that:
    - a. Slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
    - b. Violates a person's right of privacy;
- Except, in either case, oral or written publication in any manner which arises out of advertising, broadcasting or telecasting activities conducted by or on behalf of any **Insured**.
- P. **Policy period** means the period of time from the effective date shown in item 3. in the Declarations to the earliest of the date of termination, expiration or cancellation of this policy.
- Q. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**R. Professional services** means services performed for others in the **Insured's** capacity as a(n):

1. Real estate agent or broker;
2. Leasing agent or **property manager**;
3. Appraiser or auctioneer of real property;
4. Real estate consultant or counselor;
5. **Short term escrow agent, referral agent** or notary public;
6. Member of a real estate accreditation, standards review or similar real estate board or committee, or
7. Expert witness,

Provided that all necessary licenses or certifications are held by the **Insured** at the time the act or omission giving rise to the **claim**.

**Professional services** shall also include services performed for others by the **Insured** on or via the **Insured's** internet, e-mail, telecommunications or similar system.

**Professional services** does not include services as a **construction manager**.

**S. Property damage** means:

1. Physical injury to tangible property, including all resulting loss of use of that property;  
or
2. Loss of use of tangible property that is not physically injured.

**T. Property manager** means a person providing the following services in connection with the management of commercial or residential property:

1. Development and implementation of management plans and budget;
2. Oversight of physical maintenance of property;
3. Solicitation, evaluation and securing of tenants and management of tenant relations, collection of rent and processing evictions;
4. Development, implementation and management of loss control and risk management plans for real property;
5. Development, implementation and management of contracts and subcontract (excluding property and liability insurance contracts) necessary to the daily functioning of the property; or
6. Personnel administration and record keeping in connection with a managed property.

**Property manager** does not include a **construction manager**.

- U. **Referral agent** means a real estate agent whose services are limited to referring clients to an **Insured** for the purposes of commencing a real estate transaction and do not include active solicitation or engagement in the sale of real property.
- V. **Related claims** means all **claims** arising out of a single act or omission or **related acts or omissions** in the performance of **professional services**.
- W. **Related acts or omissions** means all acts or omissions that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.
- X. **Reputation Event** means any actual or alleged negligent act, error, or omission that the **Named Insured** reasonably believes will have an imminent and materially adverse effect on the total revenues of the **professional services** of the **Named Insured** that may diminish confidence by its customers based upon unfavorable information made available through television or radio broadcasts.
- Y. **Reputation Protection Expenses** means any reasonable fees, costs and expenses for consulting services paid to an external public relations firm whose engagement is limited to the adverse effects of negative publicity against the **Named Insured** caused by a **Reputation Event**.
- Z. **Residential real property** means a one to four family dwelling.

AA. **Retroactive date** means the date shown in item 7. in the Declarations.

BB. **Security incident** means the unauthorized access to, or use of data containing private or confidential information in connection with the performance of **professional services** which results in the violation of any privacy regulation.

CC. **Short term escrow agent** means an **Insured** performing the following services in connection with the sale or purchase of real property:

Receiving or holding funds in, or distributing funds from, an escrow or trust account when all such funds are received in the form of United States currency, certified or guaranteed check, or money order, held separately from **Insured's** funds and where such funds are to be fully distributed within twelve (12) months from date received.

#### IV. EXCLUSIONS

The **Company** will not defend or pay any **claim**:

- A. Based on or arising out of any dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission by the **Insured**. The **Company** will provide the **Insured** with a defense of such **claim** unless and until such dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission has been determined by any final adjudication, finding of fact or admission by the **Insured**. Such defense will not waive any of the **Company's** rights under this policy. Upon establishment that the dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission by the **Insured** was committed, the **Company** will have the right to seek recovery of the **claim expenses** incurred from the **Insured** found to have committed the acts or omissions;

- B. Based on or arising out of **bodily injury** or **property damage** except that this exclusion does not apply to **claims** arising out of **lock-box** or **open house**;
- C. Based on or arising out of discrimination, humiliation, harassment, or misconduct. Including, but not limited to, **claims** based on allegations relating to an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference; However this exclusion does not apply to any coverage afforded by Section II. Limit of Liability and Deductible, paragraph G.1. Coverage Extensions - Discrimination;
- D. Based on or arising out of the insolvency or bankruptcy of the **Insured**;
- E. Based on or arising out of:
  - 1. Any disputes involving the **Insured's** fees, commissions or charges;
  - 2. The conversion, misappropriation, commingling or defalcation of funds or other property;
  - 3. The gaining of any personal profit or advantage to which the **Insured** is not legally entitled; or
  - 4. The inability or failure to pay, collect or safeguard funds held for others, unless the **Insured** is acting in the capacity of a **short term escrow agent**;
- F. Based on or arising out of the formation, syndication, operation or administration of any property syndication, real estate investment trust or any other form of corporation, general or limited partnership or joint venture formed for the purpose of investing in, buying, selling or maintaining real property;
- G. Based on or arising out of the actual or attempted purchase of property by any **Insured**;
- H. Based on or arising out of actual or attempted sale, leasing, appraisal, or property management of property developed, constructed or owned by:
  - 1. Any **Insured**;
  - 2. Any entity in which any **Insured** has a financial interest;
  - 3. Any entity which has a financial interest in the **Named Insured**; or
  - 4. Any entity which is under the same financial control as the **Named Insured**, provided that such financial interest or control existed at the time of the act or omission giving rise to the **claim**.

This exclusion will not apply to any **claim** based on or arising out of:

- a. The actual or attempted sale or leasing of real property that the **Insured** did not construct or develop and in which the combined ownership interest of all **Insureds** was less than 20% at the time of sale or lease;
- b. The actual or attempted sale of **residential real property**, owned by an **Insured** when all of the following conditions are met in connection with such sale:

- i. A seller disclosure form was signed by the **Insured** and acknowledged in writing by the buyer prior to closing;
- ii. An accredited written home inspection report was issued or waived in writing by the buyer prior to closing; and,
- iii. A state or local board-approved standard sales contract was utilized;
- c. The actual or attempted sale, leasing or property management of the **Insured's residential real property** by another **Insured** who is not the owner of such **residential real property**;
- d. The actual or attempted sale of real property owned by an **Insured** if the property was acquired by an **Insured** under a written **guaranteed sale listing contract**, and the title is held by an **Insured** for 12 months or less and the property was listed for sale continuously by an **Insured** from the date of acquisition to the date of resale; or
- e. The management or leasing of real property in which an **Insured's** or all **Insureds'** controlling, legal or beneficial interest at the time property management services were performed is less than 50%;

I. Based on or arising out of any actual or alleged violation of:

- 1. The Employee Retirement Income Security Act of 1974;
- 2. The Securities Act of 1933;
- 3. The Securities Exchange Act of 1934; or
- 4. Any state Blue Sky or Securities law;

Or any rules, regulations or amendments issued in relation to such acts, or similar state or federal statutes or regulations, including any **claim** based upon common law principles of liability;

J. Based on or arising out of any guarantee or promise of future status, performance or valuation in the course of performing **professional services** by the **Insured**;

K. Based on or arising out of:

- 1. The actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of **pollutants**;
- 2. Any injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of **pollutants**;
- 3. The installation, removal, disposal, handling, use or existence of, exposure to, contact with, or ingestion of lead paint or any substance or matter containing lead paint or the residue of lead paint; or
- 4. Contamination or radiation, including but not limited to radon, regardless of cause;

Unless and only to the extent, the **claim** results from the **Insured's** failure to disclose the existence of pollutants, asbestos, lead or radon;

- L. Based on or arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or any loss cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by the **Insured** or by any other person or entity;
- M. Based on or arising out of liability assumed by the **Insured** under any contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement;
- N. By or on behalf of the **Insured** against any other **Insured** under this policy unless such **claim** arises out of **professional services** rendered by such other **Insured** in a professional /client relationship with the **Insured** making the **claim**;
- O. Based on arising out of misappropriation of trade secret or infringement of patent, copyright, trademark, trade dress or any other intellectual property right or unauthorized use of confidential, privileged or non-public material or information;
- P. Based on or arising out of the sale of insurance, or the failure to effect or maintain adequate levels of insurance;
- Q. Based on or arising out of the alleged notarized certification or acknowledgement by the **Insured** of a signature on any document that the **Insured** did not witness being placed on the document;
- R. Based on or arising out of any actual or alleged anti-trust law violation or any agreement or conspiracy to restrain trade.

## V. CONDITIONS

### A. Reporting of Claims and Potential Claims:

1. The **Insured**, as a condition precedent to the obligations of the **Company** under this policy, will give written notice to the **Company** as soon as reasonable of any **claim** made against the **Insured**.
2. If during the **policy period** any **Insured** becomes aware of any act or omission which may reasonably be expected to be the basis of a **claim**, including but not limited to any notice, advice or threat, whether written or verbal, that any person or entity intends to hold the **Insured** responsible for any alleged act or omission and gives written notice to the **Company** with full particulars, including:
  - a. The specific act or omission;
  - b. The dates and persons involved;
  - c. The identity of anticipated or possible claimants;

- d. The circumstances by which the **Insured** first became aware of the possible **claim**; and
- e. Potential damages or injury.

Then any **claim** that is subsequently made against the **Insured** arising out of such act or omission will be deemed to have been made on the date such written notice was received by the **Company**.

- 3. Notices pursuant to Conditions A.1 and A.2 must be mailed to the **Company** at the following address:

Navigators Pro – Claims Department  
One Penn Plaza, 32<sup>nd</sup> Floor  
New York, NY 10119  
212-613-4300 – Fax  
navproclaims@navg.com

#### **B. Assistance and Cooperation**

- 1. The **Insured** will cooperate with the **Company** and upon the **Company's** request, attend hearings, depositions and trials and assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and proceedings in connection with a **claim**.
- 2. The **Insured** will assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to the **Named Insured** in connection with a **claim**.
- 3. The **Insured** will not, except at the **Insured's** own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of the **Company**. The **Company** shall have no obligation to pay or reimburse any person or entity for sums expended to defend any **claim** otherwise covered under this Policy prior to written notice of such **claim** being received by the **Company**.

#### **C. Action against the Company**

- 1. No action may be brought against the **Company** unless, as a condition precedent thereto:
  - a. The **Insured** has fully complied with all the terms of this policy; and
  - b. Until the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after actual trial and appeal or by written agreement of the **Insured**, the claimant and the **Company**.
- 2. Nothing contained in this policy will give any person or organization the right to join the **Company** as a defendant or co-defendant or other party in any action against the **Insured** to determine the **Insured's** liability.

#### D. Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve the **Company** of any of its obligations hereunder.

#### E. Other Insurance

Such insurance as is provided by this policy shall be excess of any other valid and collectible insurance.

#### F. Subrogation

In the event of any payment for any **claim** under this policy, the **Company** will be subrogated in the amount of such payment to all the **Insured's** rights of recovery against any person or organization. The **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

#### G. Changes

Notice to any agent of the **Company** or knowledge possessed by any such agent or by any other person will not effect a waiver or a change in any part of this policy, and will not prevent or preclude the **Company** from asserting or invoking any right or provision of this policy. None of the provisions of this policy may be waived, changed or modified except by a written endorsement issued by the **Company** to form a part of this policy.

#### H. Cancellation/Nonrenewal

1. This policy may be cancelled by the **Named Insured** by returning it to the **Company**. The **Named Insured** may also cancel this policy by giving written notice to the **Company** stating at what future date cancellation is to be effective.
2. The **Company** may cancel or non-renew this policy by sending written notice to the **Named Insured** at the address last known to the **Company**. The **Company** will provide written notice at least 60 days before cancellation or nonrenewal is to be effective. However, if the **Company** cancels this policy because the **Named Insured** has failed to pay a premium when due, this policy may be canceled by the **Company** by mailing to the **Named Insured** written notice stating when, not less than 10 days thereafter, such cancellation will be effective. The time of surrender of the policy or the effective date and hour of cancellation stated in the notice will become the end of the **policy period**. Delivery of such written notice either by the **Named Insured** or by the **Company** will be equivalent to mailing.
3. If the **Company** cancels this policy, the earned premium will be computed pro rata. If the **Named Insured** cancels this policy, the **Company** will retain the customary short rate proportion of the premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
4. The offering of terms and conditions different from the expiring terms and conditions, including limits of liability, deductible or premium, shall not constitute a refusal to renew or a cancellation of this policy.

## I. Territory

This policy applies to an act or omission taking place anywhere in the world provided that any suit is brought against the **Insured** within the United States of America, its territories or possessions, Puerto Rico or Canada.

## J. Entire Contract

By acceptance of this policy the **Insured** attests that:

1. All of the information and statements provided to the **Company** by the **Insured**, including, but not limited to, the application and any supplemental information, are true, accurate and complete and will be deemed to constitute material representations made by the **Insured**;
2. This policy is issued in reliance upon the **Insured's** representations;
3. This policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Insured** to the **Company**, embody all of the agreements existing between the **Insured** and the **Company** and shall constitute the entire contract between the **Insured** and the **Company**; and
4. Any material misrepresentation or concealment by the **Named Insured** or the **Insured's** agent will render the policy null and void and relieve the **Company** from all liability herein.

## K. Notices

Other than **claims**, any notices required to be given by the **Insured** will be submitted in writing to the **Company** or its authorized representative. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

## L. Assignment

No assignment of interest of the **Insured** under this policy is valid, unless the **Company's** written consent is endorsed hereon.

## M. Liberalization

If the **Company** obtains approval for any amended state filing in the jurisdiction in which this policy is issued that would broaden coverage under this policy form NAV REL NIC PF (02 11) without additional premium at any time during the current **policy period**, the broadened coverage will immediately apply to this policy, except that it will not apply to **claims** that were first made against the **Insured** prior to the effective date of such revision.

## N. Examination of Your Books and Records

The **Company** may examine and audit books and records of the **Insured**, as they relate to this policy, at any time during the **policy period** and up to three (3) years afterward.

## O. Reimbursement

While the **Company** has no duty to do so, if the **Company** pays **damages** and **claim expenses**:

1. Within the amount of the applicable deductible, or
2. In excess of the applicable Limit of Liability, or
3. Under a reservation of rights to seek reimbursement, and it is determined that the **Company** is entitled to reimbursement,

All **Insureds** shall be jointly and severally liable to the **Company** for such amounts. Upon written demand, the **Insured** shall repay such amounts to the **Company** within 30 days. Failure to pay any amount indicated may lead to policy termination.

## P. Named Insured Sole Agent

The **Named Insured** will be the sole agent and will act on behalf of all **Insureds** for the purpose of giving or receiving any notices, any amendments to or cancellation of this policy, for the completing of any applications and the making of any statements, representations and warranties, for the payment of any premium and the receipt of any return premium that may become due under this policy, for the payment of the deductible and the exercising or declining to exercise any right under this policy including the purchase of an **extended reporting period** under Section VI., paragraph B., C., or D. of this policy.

## Q. Innocent Insured

If coverage of this policy would not apply because of Section IV. EXCLUSIONS, paragraph A. or because of noncompliance with Section V. CONDITIONS, paragraph A.1., such exclusion or condition will not apply to any **Insured** who did not commit, participate in, or have knowledge of any of the acts described in Section IV. EXCLUSIONS, paragraph A. and whose conduct did not violate Section V. CONDITIONS, paragraph A.1.

## R. Acquisitions and Mergers, and Other Material Changes

In the event of any merger, acquisition, or change in a franchise relationship, involving the **Named Insured**, or other material changes in the **Named Insured's** operations, there will be no coverage under this policy for any merger, acquisition, or material change until the change has been accepted in writing by the **Company** and the appropriate premium has been determined by the **Company**. Premium will be calculated in accordance with the **Company's** rules, rates, rating plans, premiums, and minimum premiums applicable to the insurance afforded herein.

## VI. EXTENDED REPORTING PERIODS

### A. Automatic Extended Reporting Period

If this policy is cancelled or non-renewed by either the **Company** or by the **Named Insured**, the **Company** will provide to the **Named Insured** an automatic, non-cancelable **extended reporting period** starting at the termination of the **policy period** if the **Named Insured** has not obtained another policy of real estate professional errors and omissions

insurance within sixty (60) days of the termination of the **policy period**. This automatic **extended reporting period** will terminate after sixty (60) days.

#### **B. Optional Extended Reporting Period**

1. If this policy is cancelled or non-renewed by either the **Company** or by the **Named Insured**, then the **Named Insured** will have the right to purchase an optional **extended reporting period** of one, two or three years. Such right must be exercised by the **Named Insured** within sixty (60) days of the termination of the **policy period** by providing:
  - a. Written notice to the **Company**; and
  - b. With the written notice, the amount of additional premium described below.
2. The non-refundable additional premium for the optional **extended reporting period** shall be:
  - a. For a one (1) year **extended reporting period**, 100% of the annual premium for the policy; or
  - b. For a two (2) year **extended reporting period**, 135% of the annual premium for the policy; or
  - c. For a three (3) year **extended reporting period**, 150% of the annual premium for the policy.
3. The first sixty (60) days of the optional **extended reporting period**, if it is purchased, shall run concurrently with the automatic **extended reporting period**.

#### **C. Death or Disability Reporting Period Option**

In the event that a designated principal, partner or owner of the **Named Insured** dies or becomes permanently and totally disabled during the **policy period**, and the **Named Insured** cancels or fails to renew this policy due to dissolution of the firm an unlimited **extended reporting period** will be granted at no additional premium, provided that:

1. Within ninety (90) days of the death or permanent and total disability, the **Named Insured** or the estate of the designated principal, partner or owner of the **Named Insured** requests the unlimited **extended reporting period**; and
2. The estate of the designated principal, partner or owner of the **Named Insured** furnishes written evidence and proof of the designated principal, partner or owner of the **Named Insured's** death; or
3. The designated principal, partner or owner of the **Named Insured** provides evidence and proof of the permanent and total disability, including the date of the actual disability and written certification by the attending physician.

#### **D. Retirement Reporting Period Option**

1. If a designated principal, partner or owner of the **Named Insured** reaches the age of 65, and having been continuously insured by the **Company** on a claims-made basis for a minimum of 5 years, the designated principal, partner or owner of the **Named**

**Insured** retires and the **Named Insured** cancels or fails to renew this policy due to dissolution of the firm, an unlimited **extended reporting period** will be granted at no additional premium; or

2. If a designated principal, partner or owner of the **Named Insured** retires from active business during the **policy period** and the **Named Insured** cancels or fails to renew this policy due to dissolution of the firm, an unlimited **extended reporting period** can be purchased for a non-refundable additional premium of 160% of annual premium.

Such right must be exercised by the **Named Insured** within sixty (60) days of the retirement by providing:

- a. Written notice to the **Company**; and
- b. With the written notice, if applicable, the amount of additional premium described in Item D.2. above.

#### **E. Extended Reporting Period Limits of Liability**

The limit of liability of the **Company** for all **claims** reported during any **extended reporting period** will be part of and not in addition to the limit of liability, for the **policy period** set forth in item 4. in the Declarations.

#### **F. Elimination of Right to Any Extended Reporting Period**

There is no right to any **extended reporting period** if the **Company** cancels or refuses to renew this policy due to:

1. Nonpayment of amounts due under this policy;
2. Noncompliance by any **Insured** with any of the terms and conditions of this policy;
3. Any material misrepresentation or omission in the application or the supplementary information and statements provided by the **Named Insured** for this policy.

#### **G. Extended Reporting Period - Not a New Policy**

The **extended reporting period** will not be construed to be a new policy and any **claim** submitted during such period will otherwise be governed by this policy.

This endorsement # 1, effective 07/10/2017 forms a part of Policy # PH17RELM02522IV  
issued to Midwest Realty Group LLC.

## FUNGI AND BACTERIA SUB-LIMIT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **REAL ESTATE PROFESSIONAL ERRORS AND OMISSIONS INSURANCE POLICY**

In consideration of the premium charged, it is agreed the policy is amended as follows:

Item 4. in the Declarations, Limits of Liability is amended to add the following:

Limit of Liability - **Fungi** and Bacteria \$ 100,000.

Section **II. LIMITS OF LIABILITY AND DEDUCTIBLE**, is amended to include the following:

#### **Limit of Liability – Fungi and Bacteria**

The “Limit of Liability –**Fungi** and Bacteria” as set forth above is a single combined sub-limit of liability for both **damages** and **claims expenses** and is included within, and not in addition to, Limit of Liability - Policy Aggregate” stated in the Declarations

Section **IV. EXCLUSIONS**, paragraph **L.** is deleted in its entirety and replaced with the following:

- L.** Based on or arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or any loss cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by the **Insured** or by any other person or entity, unless and only to the extent that, the **claim** results from the **Insured's** failure to disclose the existence or presence of **fungi** or bacteria.

All other provisions of this policy remain unchanged.

This endorsement # 2, effective 07/10/2017 forms a part of Policy # PH17RELM02522IV  
issued to Midwest Realty Group LLC.

## SPECIFIED ENTITY COVERAGE ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **REAL ESTATE PROFESSIONAL ERRORS AND OMISSIONS INSURANCE POLICY**

In consideration of the premium charged, it is agreed the entity(s) designated below is an **Insured** under this policy. It is further agreed that this policy excludes all **claims** arising out of acts or omissions of such entity(s) that were committed before the retroactive date shown below.

#### ENTITY

#### RETROACTIVE DATE

Jeremy B Metzger  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

06/01/1998 at 12:01 A.M.  
\_\_\_\_\_ at 12:01 A.M.  
\_\_\_\_\_ at 12:01 A.M.

All other provisions of this policy remain unchanged.

This endorsement # 3, effective 07/10/2017 forms a part of Policy # PH17RELM02522IV  
issued to Midwest Realty Group LLC.

## WISCONSIN AMENDATORY ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### REAL ESTATE PROFESSIONAL ERRORS AND OMISSIONS INSURANCE POLICY

Section V. **CONDITIONS**, paragraph H. **Cancellation/Nonrenewal** is deleted in its entirety and replaced with the following:

#### H. **Cancellation/Nonrenewal**

##### 1. **Cancellation**

- a. The **Named Insured** may cancel this policy by mailing or delivering to the **Company** advance written notice of cancellation.
- b. If this policy has been in effect for less than 60 days and is not a renewal policy, the **Company** may cancel by mailing or delivering to the **Named Insured** written notice of cancellation at least 10 days before the effective date of cancellation.
- c. If this policy has been in effect for 60 days or more, or is a renewal of a policy the **Company** issued, except as provided in paragraph d. below, the **Company** may cancel only for one or more of the following reasons:
  - i. The policy was obtained by material misrepresentation;
  - ii. There has been a substantial change in the risk the **Company** originally assumed, except to the extent that the **Company** should have foreseen the change or considered the risk in writing the policy;
  - iii. There have been substantial breaches of contractual duties, conditions or warranties; or
  - iv. Nonpayment of premium.

The **Company** will mail or deliver written notice of cancellation to the **Named Insured** at least 10 days before the effective date of cancellation for nonpayment of premium and 60 days before the effective date of cancellation for any other permissible reason. The notice of cancellation will state the reason for cancellation.

- d. If this policy is written for a term of more than one year or has no fixed expiration date, the **Company** may cancel this policy for any reason by mailing or delivering to the **Named Insured** written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

The **Company** may cancel this policy because of the termination of an insurance marketing intermediary's contract with the **Company** only if the notice of cancellation contains an offer to continue the policy with the **Company** if such a request is made in writing by the **Named Insured** prior to the date of cancellation.

- e. The **Company** will mail or deliver the notice of cancellation to the **Named Insured's** last known mailing address. If notice is mailed, it will be by first class mail.

## 2. Nonrenewal

- a. If the **Company** elects not to renew this policy, the **Company** will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the **Named Insured's** last known mailing address at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
- b. The **Company** need not mail or physically deliver this notice if:
  - i. The **Named Insured** has insured elsewhere;
  - ii. The **Named Insured** has accepted replacement coverage;
  - iii. The **Named Insured** has requested or agreed to nonrenewal of this policy; or
  - iv. This policy is expressly designated as nonrenewable.
- c. The **Company** may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with the **Company** only if the notice of nonrenewal contains an offer to renew the policy with the **Company** if such a request is made in writing by the **Named Insured** prior to the renewal date.
- d. If the **Named Insured** fails to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date if the **Company** has:
  - i. Given the **Named Insured** written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and
  - ii. Stated clearly in the notice the effect of nonpayment of premium by the due date.

## 3. Increase in Rates or Conditional Renewal

Should the **Company** intend to effect a revision of rates by 25% or more, or for conditional renewal with a reduction of limits or elimination of coverages, the **Company** shall mail or deliver to the **Named Insured** and the **Named Insured's** authorized agent at the address shown in the policy not less than 60 days notice of the **Company's** intention to increase the premium. The notice shall specify the percentage of increase.

All other terms and conditions of this policy remain unchanged.

**NAVIGATORS INSURANCE COMPANY**

**WISCONSIN POLICYHOLDER NOTICE**

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

**Navigators Insurance Company**  
**1 Penn Plaza**  
**New York NY 10119**  
**1-888-222-2642**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency that enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

**OFFICE OF THE COMMISSIONER OF INSURANCE**  
Complaints Department  
P. O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517  
608-266-0103

This notice is for information only and does not become a part or condition of the attached document.

## **OFAC ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

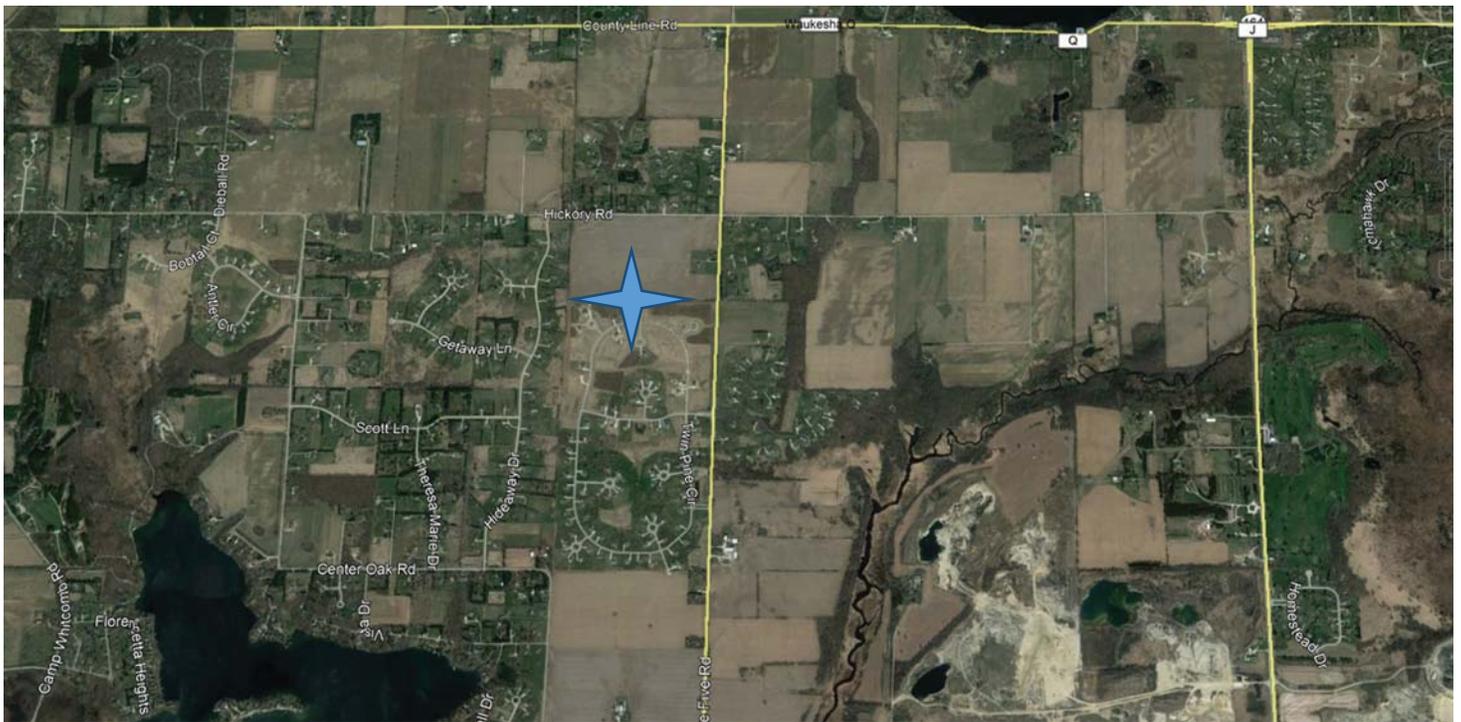
### **U.S. ECONOMIC AND TRADE SANCTIONS LIMITATIONS CLAUSE**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under the trade or economic sanctions, laws or regulations of the United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms, conditions and exclusions of this Policy remain unchanged.

# Commercial Brokerage Proposal



**For 61.53 Acres of Vacant Land** Located at the southwest corner of Lake Five Road and Hickory Road, Town of Lisbon, WI





# Realizing potential, delivering results.

**Point Real Estate** is a boutique real estate firm focusing on land brokerage and residential development in SE Wisconsin. Its knowledge-based, analytical approach is supported by unsurpassed market experience, and driven by exceptional customer service. Point Real Estate is a residential development partner of NAI MLG Commercial.

**NAI MLG Commercial** is a market-leading, full-service commercial real estate brokerage and property management company providing exceptional service and expertise throughout Wisconsin since 1987. NAI MLG Commercial offers local market expertise, and exceptional access to a world of opportunity through the NAI Global network

Together, **Point Real Estate** and **NAI MLG Commercial** form a team that is ideally suited to analyze, market, and sell the land holdings for the Town of Lisbon.

Presented by

**Point Real Estate**  
**Daniel Scardino**

**NAI MLG Commercial**  
**Adam Matson**



## Table of Contents

06	Section 01 The Asset
10	Section 02 The Right Partner
12	Section 03 Meeting your Criteria RFP Response
17	Section 04 Marketing Approach
21	Section 05 Our Experience
28	Section 06 Our Companies Your Team



# The Power of Local Knowledge

Our clients value our services because we understand the dynamics of primary, secondary and tertiary markets and can provide accurate local market data for properties ranging from modern Central Business District offices to neighborhood retail centers. With offices throughout Wisconsin, our brokers' market knowledge covers the state. Understanding the market is critical to understanding an asset and its potential value.

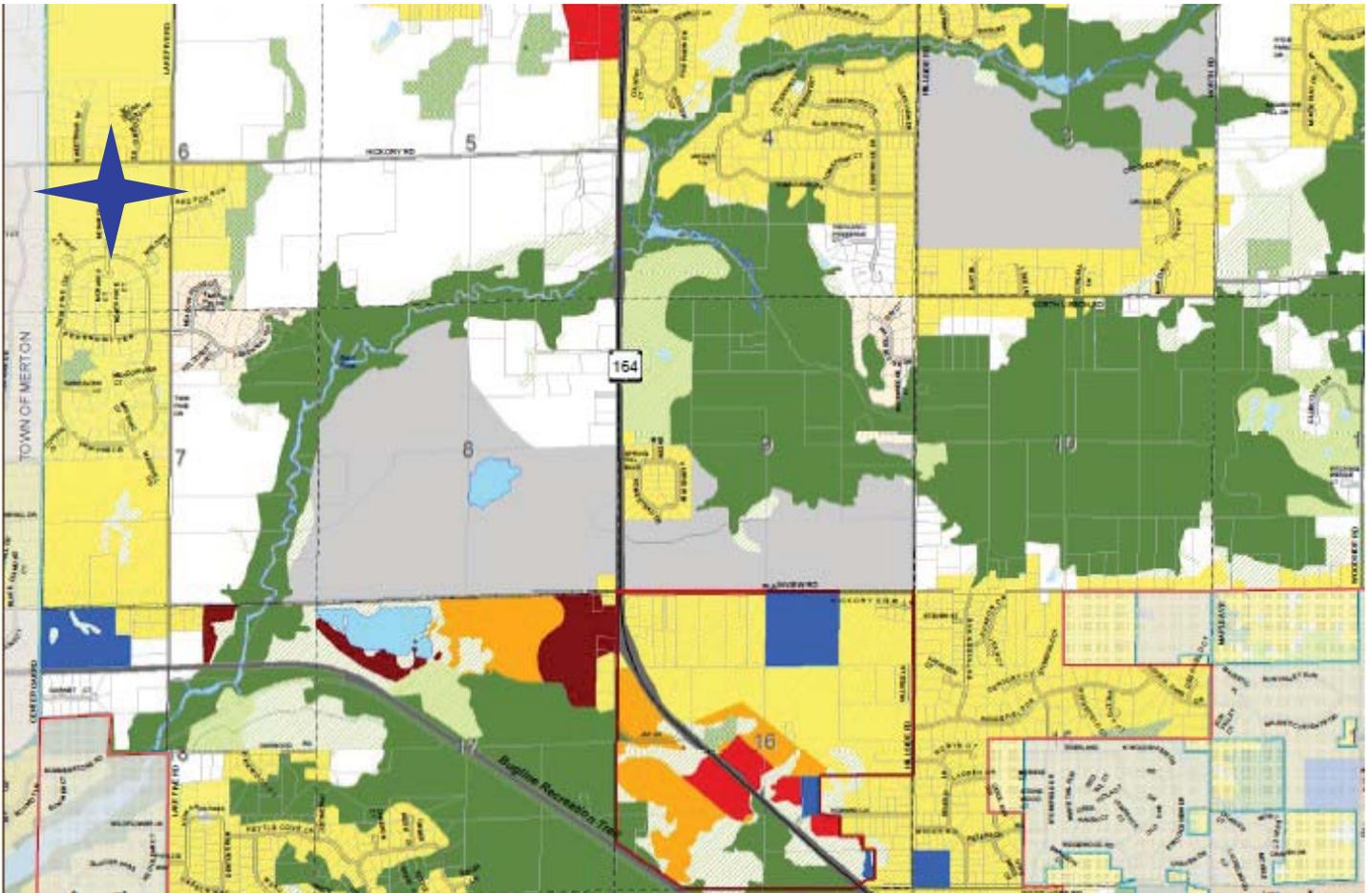
Our experience in Wisconsin land development is deep, and allows us to create valuable bridges between a variety of critical stakeholders - owners, local government, investors, developers, builders and customers. We have worked on hundreds of land development projects in Wisconsin, and those experiences give us unique insight into creating the highest possible value to our clients, while focusing on a reasonable, efficient and fair process.

## PROPERTY DETAILS:

- *Located in the Town of Lisbon, the Property is comprised of approximately 61.5 acres of farmland with a gentle slope of approximately 10 feet from east to west.*
- *The current zoning is A-10, and the land use plan for the subject recommends Residential-Single Family, as category Suburban Density 1 (1.5-2.9 acres of area per dwelling unit).*
- *Future homesites would be served by onsite private septic systems and private wells.*
- *High speed internet, Electric, Natural Gas and Telephone services are available to the Property.*



## Waukesha County Land Use Plan



- Property is located in the Arrowhead UHS public school district, which benefits residential development values.
- The Property is well suited for single family development.

The information contained herein is believed to be reliable but is not warranted and is subject to change without notice. A prospective purchaser should independently verify any and all matters believed to be material.



# Finding the Right Partner.

Each real estate parcel has unique characteristics, often leading to a variety of reasonable paths toward finding the highest and best value and use. Selecting the right partner to help guide this process is a critical decision for any land owner. Point Real Estate and NAI MLG Commercial will work with you to understand your goals and unique project criteria in order to create a sales and development solution configured to realize the maximum financial return.

Our philosophy is to address every assignment as though we were the owner, and to pursue the assignment through an analytic and strategic process. The following information responds to your specific RFP requests, and sets the stage for why our experience and customer service process sets us apart as a strategic real estate partner.



# Meeting your Criteria.

Our clients value our services because we understand the critical relationships between our clients, their real estate asset, and the marketplace. We pride ourselves in identifying, understanding, and pursuing our client's primary goals. We then analyze the asset and the market to determine the best way to effectively meet those goals and maximize the value of a real estate asset. This approach is strategic and driven by analytics.

Real estate development is almost always impacted significantly by local economic, social and community factors. These factors can impact local governments differently than other real estate owners or investors. We understand the unique elements that will impact your sale or disposition of the Property, and we are committed to properly managing those demands and exceeding your service requirements.

Our responses to your RFP information request:

**1. List years in business, previous names of the agency, if any:**

Point Real Estate has been in business for 9 years, and NAI MLG Commercial has been in business for 30 years.

**2. Description of your agency including size of agency, location, number and nature of the professional staff to be assigned to the Town; staff experience and training, including a brief resume for each key person listed.**

Point Real Estate is comprised of 5 full time employees and a number of affiliated real estate agents. Our offices are located at 13400 Bishop's Lane, Suite 270, Brookfield, WI 53005. The entire staff of Point Real Estate works together to service any particular client or project. Our team has expertise in market analysis, financial analysis, land development, planning, engineering and construction. Our Team Bios are included as an exhibit on pages 34-36.

NAI MLG Commercial is comprised of 22 commercial real estate brokers, and 4 support personnel. Our offices are located at 757 N Broadway Street, Suite 700 Milwaukee, WI 53202. NAI MLG Commercial brokers and support staff work together to provide extensive service and exposure throughout the SE Wisconsin marketplace. Our broker bio is included as an exhibit on page 37.

**3. Describe experience (minimum three (3) years previous experience with proven effectiveness) your agency has in pertinent real estate experience.**

*Note: Please see pages 21-28 for summary of pertinent experience.*

**4. Identify the main point of contact who will be assisting the Town and said contact will be knowledgeable to all areas of listing details.**

Daniel Scardino: dscardino@pointre.com / 262-424-2807

Adam Matson: amatson@mlgcommercial.com / 262-364-5529

## Our responses to your RFP information request (continued):

### **5. Experience in assisting similar size entities, including any and all services for government agencies.**

-Represented the Village of Germantown in the disposition of the Germantown Business Park which sold out in 2016.

-Represented the Village of Menomonee Falls in the disposition of the former Kohl's Distribution Warehouse.

-Worked with multiple communities to successfully create twenty (20) tax incremental financing districts in order to successfully develop commercial properties across the State of Wisconsin.

### **6. List of at least (3) three references where and when your agency provided similar services. Please provide names and telephone numbers of contact persons for each reference, and a brief description of the specific services provided.**

Our firms have collectively represented hundreds of clients over recent years. One quality that sets us apart from other brokerage firms is that many local lenders rely on Point Real Estate to provide solutions for challenges with their real estate holdings. We are often contracted to consult with lenders to provide input on new loan applications.

We have also been contracted to confidentially provide advice on real estate holdings for local financial investment firms and trust managers. These groups, and others, rely on us to be their sole real estate advisors.

Following are a few references for some recent transactions:

1. Gary Kautzer - BMO Harris Bank - 414-765-7742
2. Michael Kelly - Park Bank - 414-270-3219
3. David Kane - North Shore Bank - 262-787-6816
4. Dale Guenther - Park Bank - 262-827-3655
5. Jeff Justin - Equitable Bank - 414-777-4138

## Our responses to your RFP information request (continued):

### **7. Additional services offered through your agency.**

- Market Research and Analysis
- Opinions of Value
- Development Services
- Concept Planning
- Construction Management
- Financial Pro Forma Analysis
- Property Management
- Homeowners Association Management

### **8. Listing of current litigation, outstanding judgments and liens. Agency must disclose any current or past claims/lawsuits it has been involved with in the last five (5) years.**

Point Real Estate - *None*

NAI MLG Commercial - *None*

### **9. Fee Schedule:**

**State your commission rate of listing and selling of properties.**

Eight Percent (8%) of the gross sales price.

**State any other costs the Town may anticipate relating to the real estate services to be provided.**

We do not anticipate other costs, but are open to assist the Town with additional service items as noted in response number 7 above.

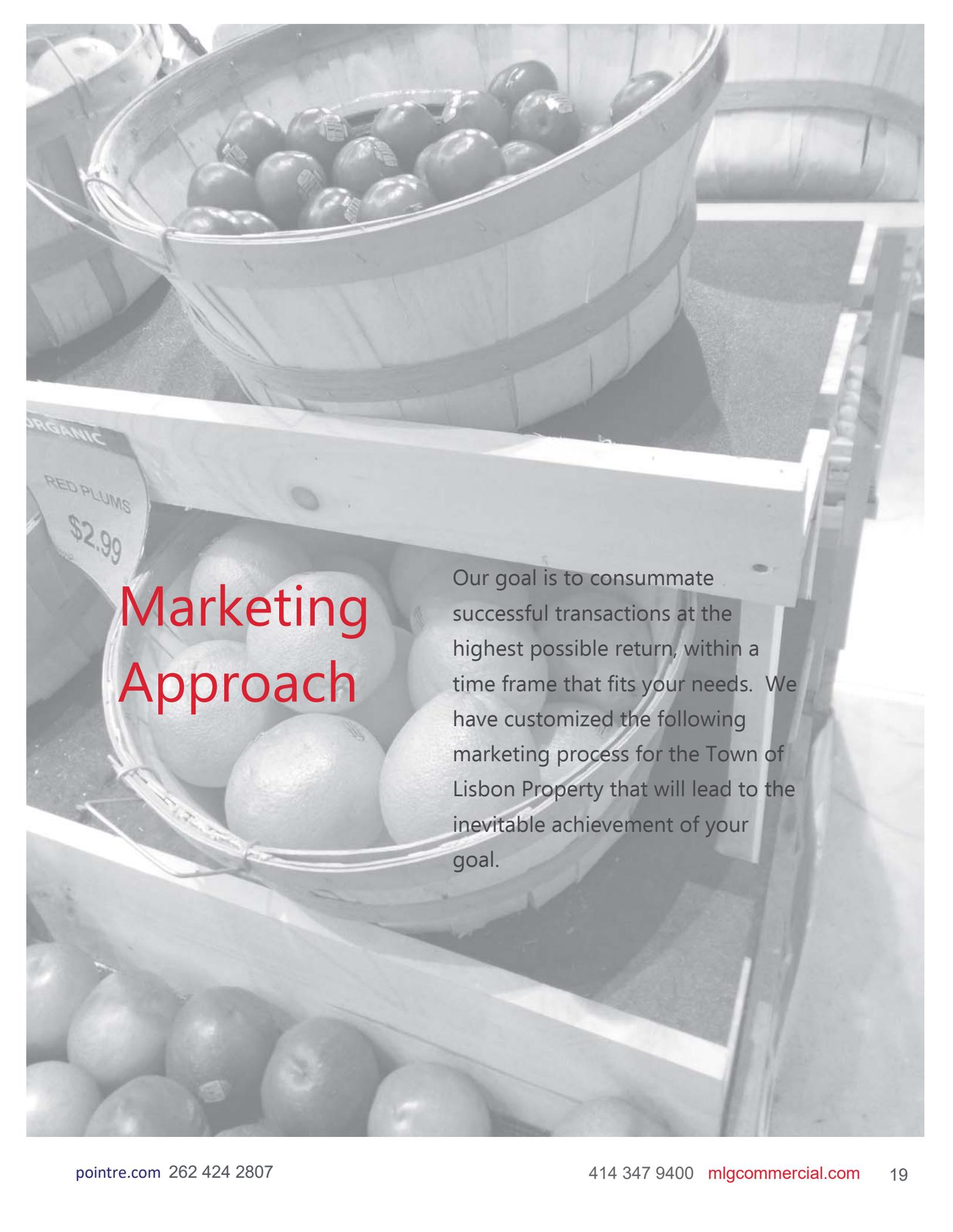


# Be Remembered, Stand Out, Make An Impression

Our goal is to make sure every potential user sees and understands the value and potential represented by an asset. We will expand the pool of potential users by exploring creative uses and deal structures.

The first priority is to raise awareness of the Town's Property in the minds of developers, builders, brokers, tenants and investors. Equally important is the need to make a lasting impression once we have their attention. Our commitment is to create best-in-class marketing materials to sell the Property, and ultimately to transform prospects into clients and close the deal.

The challenge of marketing: We must tell the best, most compelling story, present a clear and thoughtful message and present an opportunity that can't be refused.



# Marketing Approach

Our goal is to consummate successful transactions at the highest possible return, within a time frame that fits your needs. We have customized the following marketing process for the Town of Lisbon Property that will lead to the inevitable achievement of your goal.

## Signage

Typically, within two weeks of a signed listing contract, we place at least one large sign on every property we list, according to local municipal ordinances. We will adjust our signage to our client's specific needs.

## Brochure & E-Blast



A full-color brochure and e-blast will be created by our support team. We use these brochures in direct marketing efforts as well as a leave behind for interested buyers and investors. The e-blast is an initial marketing touch point sent to the local and regional brokerage community. We are also able to send an e-blast to brokers across the U.S. Each piece will detail the Property strengths using color photos and selling points.

## Drone Videos

A video will be prepared with aerial footage shot with our drone combined with other images as needed for the Property. The video will be uploaded to YouTube and linked to the Point Real Estate and NAI MLG Commercial websites, as well as noted on Property marketing brochures.

## Internal Database

Point Real Estate and NAI MLG Commercial have internal databases comprised of thousands of business leaders, government officials, investors

and more. This list is continually updated and we can target specific buyers and investors based on the needs of our clients.

## MLS, LoopNet, CoStar, Catylist

MLS, LoopNet, CoStar and Catylist are used throughout the commercial real estate industry to market a listed property locally, regionally, and nationally to both brokers and the general public. As a member of these platforms, plus other local websites, Point Real Estate and NAI MLG Commercial are well positioned to distribute information online. In addition, we support a searchable database on our own websites that is accessible to the public.

## Internal Meetings & Announcements

An important step for any newly listed property is to circulate the marketing materials in one of our sales meetings and on our own website's searchable property database. Making sure that our brokers are aware of new listings allows us to use the collective knowledge and contacts throughout our company to accumulate a list of possible buyers or investors.

## Direct Sales

We reach out to potential buyers and investors with telephone calls, direct mail, in-person canvassing and repeated contact with our buyer and investor relationships. The Property will be personally presented to as many qualified prospects in the immediate area and market as possible, and we will screen and qualify all prospect inquiries. We will also reach out to our extensive network of land developers, home builders and real estate investors to present the opportunity.



# Personalized Service & Collaborative Teamwork

Your business is our business. Personalized service and collaborative teamwork form the core of our philosophy. We provide custom solutions focused on your business objectives, taking a fiduciary position with your asset to maximize value at each point of the process.

We will listen, take a holistic view of your business and apply our commercial knowledge to maximize potential, guide your investment and add value.

When appropriate, we are eager to push the boundaries and do things differently, as our singular purpose is to achieve better outcomes for our clients.

We are local and we are global. Our diversified platform spans North and

South America and the Caribbean, Europe, the Middle East and Africa, and in the Asia Pacific region.

With our careful selection of seasoned professionals who are deeply rooted in their markets, we have developed our business to support yours over the long-term.

And as you look at growth markets, so do we. We are actively expanding in strategic locations so we can help you stay ahead of your competition.

# The Value of Experience.

## Local knowledge and experience.

Understanding the variety of elements impacting a residential land development are critical to ensuring project success and client satisfaction. Regardless of the end buyer, developer or user, we must explain how and why your real estate holdings become a place for people to live, shop and work.

## We have the necessary knowledge and experience.

We have worked on hundreds of land development projects, have sold countless development parcels, worked with over 20 communities for TIF financing, *but most importantly, know how to maximize the value of your land.* And how it will fit into the future growth of the local community.

*The following pages showcase our experience.*

# The Value of Experience.

## Business Parks

### General Facts

Nearly 3000 Developed Acres  
Over 24,000 Resulting Jobs  
\$978 Million in Tax Increment Created,  
with over 20 New Tax Increment Districts

## Residential Subdivisions

### General Facts

Development, Construction and or Sales of  
over 10,000 Homesites  
Over \$2.5 Billion in Tax Increment Created

## Communities Served

Menomonee Falls    Sussex    Mt. Pleasant    East Troy    Waukesha  
Mukwonago    Mequon    Lisbon    Franklin    Oak Creek    Delafield  
Ottawa    Grafton    West Bend    Merton    Dousman    Eagle  
Oconomowoc    Germantown    Pewaukee    Milwaukee    Muskego

**AND MANY MORE.**

## BUSINESS PARK DEVELOPMENT PROJECTS

BEAVER DAM BUSINESS PARK  
Beaver Dam

FRANKLIN BUSINESS PARK  
Franklin

FRANKLIN CORPORATE PARK  
Franklin

EAST TROY BUSINESS PARK  
East Troy

FALLS BUSINESS PARK  
Menomonee Falls

GATEWAY BUSINESS PARK  
Beloit

GERMANTOWN BUSINESS PARK  
Germantown

MEQUON BUSINESS PARK  
Mequon

MT. PLEASANT COMMERCE CENTER  
Mt. Pleasant

NORTHGATE BUSINESS PARK  
Fond du Lac

THE RENAISSANCE BUSINESS PARK  
Sturtevant

SUSSEX BUSINESS PARK  
Sussex

SUSSEX CORPORATE CENTER  
Sussex

WAUKESHA CORPORATE CENTER  
Waukesha

WAUNAKEE BUSINESS PARK  
Waunakee

WILLOW CREEK BUSINESS PARK  
Germantown, Wisconsin

# Unsurpassed Experience

## SUBDIVISION BROKERAGE ASSIGNMENTS

ASHBURY WOODS  
Mequon

HUNTER OAKS  
Watertown

STONEWATER RIDGE  
Greenfield

BLACKHAWK VALLEY  
Grafton

IRONWOOD WEST  
Lisbon

STONE CREEK CROSSING  
Raymond

BLANK'S CROSSING  
Grafton

KEUP TRAIL  
Cedarburg

SUTTON RIDGE  
Mequon

THE BROADLANDS  
North Prairie

MARY HILL  
Hartland

TARA VISTA ESTATES  
Milwaukee

CARTERS CROSSING  
Menomonee Falls

THE ORCHARDS  
Mukwonago

TWIN PINE FARM  
Lisbon

FOUR WINDS  
Ashippun

PARTRIDGE HOLLOW  
Hartford

THE UPLANDS  
Mequon

FOX GLEN  
Waterford

PINE HILLS  
Fredonia

VILLAGE GREEN  
Fredonia

FREIER FIELDS  
Port Washington

PLEASANT FARM ESTATES  
Slinger

WATERSEEDGE  
Lisbon

GLEN AT STONEGATE  
Burlington

QUIET MEADOW  
Johnson Creek

WESTERN HILLS WEST  
Hartford

HIDDEN CREEK  
Brookfield

RAVENSWOOD  
Menomonee Falls

WESTON HIGHLANDS  
Brookfield

HIDDEN RIVER  
Mequon

RIVER'S EDGE  
West Bend

WHITE OAKS  
Cedarburg

HILL PARK  
Brookfield

SANDMAR VILLAGE  
Ripon

HUNTER OAKS  
Watertown

SHADY HOLLOW  
Grafton

# Unsurpassed Experience

## SUBDIVISION DEVELOPMENT PROJECTS

AVIAN ESTATES

Franklin

ENGLISH OAKS

Jackson

SEVEN STONES

Pewaukee

BARK RIVER CROSSING

Merton

FOX CHASE (I & 2)

Eagle

SILVER SPRING ESTATES

Menomonee Falls

CARDINAL HEIGHTS

Franklin

GREYSTONES

Cedarburg

VICTORIA STATION

Pewaukee

CARRIAGE HILLS

Delafield

HAWTHORNE HILL

Pewaukee

WATERSTONE

Grafton

CLARE COUNTRY ESTATES

Jefferson

HIDDEN OAKS

Oak Creek

WHISPERING RIDGE

Lannon

COLDWATER CREEK

New Berlin

KESTREL RIDGE

Columbus

WHITETAIL WOODS

Mequon

CONSERVANCY

New Berlin

MASON CREEK

Merton

YORKSHIRE GROVE

Franklin

CREEKSIDE

West Bend

THE ORCHARDS

Mukwonago



## About Our Companies

Founded in 1987, **NAI MLG Commercial** is the leading commercial real estate firm in Wisconsin. Today, NAI MLG Commercial and its more than 25 licensed professionals offer a full range of real estate brokerage and property management services to individuals and companies with real estate needs throughout Wisconsin, the United States and around the world. Our innovative professionals and support staff provide these comprehensive services across all commercial product lines, including industrial, office, retail, and investment. Several professionals have attained accreditations and designations such as Society for Industrial and Office Realtors (SIOR), Certified Commercial Investment Member (CCIM), Institute of Real Estate Management (IREM), Certified Property Manager (CPM) and Certified Commercial Investment Member (CCIM). Accreditations such as these show commitment to continuing education, ethics and client service.

Ranked as Wisconsin's number one commercial real estate organization, NAI MLG Commercial provides a full range of brokerage and property management services in Milwaukee, Racine, Kenosha, Madison, the Fox Valley and across the state of Wisconsin. In addition, NAI MLG Commercial services clients with significant real estate holdings and/or operations outside of Wisconsin, completing transactions in over 35 states nationwide per year. As a member of NAI Global — the world's premier real estate network — NAI MLG Commercial is affiliated with over 7,000 real estate professionals in more than 400 offices worldwide. Our connection to a managed network, entrepreneurial culture and best-in-class technology enables us to move quickly, minimize costs and maximize value for each client we serve.

**The Point Difference:** Point Real Estate is a full-service, boutique real estate firm operated by talented professionals with expertise in multiple sectors of the real estate industry. Our knowledge-based, analytical approach creates confident customer decisions, is founded on delivering only the highest and best services, and consistently produces exceptional results and long-lasting customer relationships. Point Real Estate's main focus is vacant land evaluation and disposition, Development and Consulting, Residential Homesites, Multi-Family Properties and Residential Homes.

# NAI Global is strategic & innovative.

We are an international real estate services organization with the institutional strength of one of the world's leading property investment companies.

Our experts are strategic and innovative, working collaboratively to realize maximum potential and generate creative solutions for our clients worldwide.

Our collaborative services platform provides an expansive, yet nimble and responsive structure enabling us to efficiently deliver superior results.

NAI MLG Commercial is the locally-owned Wisconsin representative of NAI Global. Our strength is international and our passion and focus is local.

Allow us to demonstrate our capabilities and commitment to your assignment.

# United States



**Alabama**  
Birmingham  
Huntsville

**Arizona**  
Phoenix

**Arkansas**  
Little Rock  
West Memphis

**California**  
Bakersfield  
Commerce  
Los Angeles  
Modesto  
Murrieta  
Newport Beach  
Oakland  
Ontario  
Oxnard  
Palm Desert  
Pasadena  
Riverside  
Sacramento  
San Diego  
San Francisco  
San Jose  
Simi Valley  
Torrance  
Valencia  
West Los Angeles  
Westlake Village

**Colorado**

Avon  
Colorado Springs  
Denver

**Connecticut**  
West Hartford

**District of Columbia**  
Washington

**Delaware**  
New Castle

**Florida**  
Boca Raton  
Bradenton  
Doral  
Fort Lauderdale  
Ft. Myers  
Jacksonville  
Miami  
Ocala  
Orlando  
Pensacola  
Seminole  
Stuart  
Tallahassee  
West Palm Beach

**Georgia**  
Atlanta  
Savannah

**Hawaii**  
Honolulu  
Lihue

**Idaho**  
Boise  
Idaho Falls

**Illinois**  
Chicago  
Oakbrook Terrace  
Springfield

**Indiana**  
Fort Wayne  
Indianapolis

**Iowa**  
Cedar Rapids  
Coralville  
Davenport  
Sioux City  
Waterloo  
West Des Moines

**Kansas**  
Overland Park  
Topeka  
Wichita

**Kentucky**  
Lexington  
Louisville

**Louisiana**  
Alexandria  
Baton Rouge  
Lake Charles  
Monroe  
New Orleans  
Slidell

**Maine**  
Portland

**Maryland**  
Baltimore  
Lanham

**Massachusetts**  
Boston  
Springfield

**Michigan**  
Detroit  
Grand Rapids  
Lansing

**Minnesota**  
Minneapolis

**Missouri**  
St. Louis

**Mississippi**  
Gulfport  
Madison

**Montana**  
Billings  
Bozeman  
Missoula

**Nebraska**  
Lincoln  
Omaha

**Nevada**  
Las Vegas  
Reno

**New Hampshire**  
Bedford  
Portsmouth

**New Jersey**  
Hackensack  
Mt. Laurel  
Parsippany  
Piscataway  
Princeton  
Toms River

**New Mexico**  
Albuquerque  
Deming  
Las Cruces

**New York**  
Albany  
Melville  
New York City  
Yonkers

**North Carolina**  
Asheville  
Burlington  
Charlotte  
Greensboro  
Raleigh

**North Dakota**  
Fargo

**Ohio**  
Akron  
Canton  
Cincinnati  
Cleveland  
Columbus  
Dayton

**Oklahoma**  
Oklahoma City  
Tulsa

**Oregon**  
Portland

**Pennsylvania**  
Allentown  
Lancaster  
Lemoyne  
Philadelphia  
Reading  
Southampton

Wayne  
Wilkes-Barre

**South Carolina**  
Greenville  
Charleston  
Columbia

**South Dakota**  
Sioux Falls

Tennessee  
Chattanooga  
Clarksville  
Knoxville  
Memphis  
Nashville

**Texas**  
Austin  
Beaumont  
Brownsville  
Dallas  
El Paso  
Fort Worth  
Harlingen  
Houston  
McAllen  
San Antonio  
Texarkana

**Utah**  
Salt Lake City  
St. George



# Global Locations

## North America

Canada  
Mexico  
United States

## Latin America & The Caribbean

Argentina  
Bahamas  
Brazil  
Chile  
Colombia  
Costa Rica  
Dominican Republic  
Jamaica  
Mexico  
Panama  
Peru  
Puerto Rico  
Venezuela

## Asia Pacific

Australia  
China  
Hong Kong  
India  
Indonesia  
Japan  
South Korea

Malaysia  
New Zealand  
Taiwan  
Vietnam

## Europe & The Middle East

Bulgaria  
Czech Republic  
Denmark  
Finland  
France  
Georgia  
Germany  
Greece  
Israel  
Kazakhstan  
Kuwait  
Latvia  
Luxembourg  
Netherlands  
Norway  
Poland  
Qatar  
Romania  
Russia  
Scotland  
Serbia  
Spain  
Sweden  
Switzerland

# Point Real Estate

HOMES • LAND • INVESTMENTS



**Daniel Scardino**

## **NAI** MLG Commercial

COMMERCIAL REAL ESTATE SERVICES WORLDWIDE



**Adam Matson**

**DISCLAIMER:**

The information contained herein is believed to be reliable but is not warranted and is subject to change without notice. This report is not an appraisal and as such is not subject to the Code of Ethics and Uniform Standards of Professional Appraisal Practice of the Appraisal Institute, FIRREA, Title XI Regulations, or the rules and regulations of any other regulatory agency. Measurements are approximate. Results may vary depending on the methodology used. A prospective purchaser should independently verify measurements and any and all matters believed to be material.



HOMES • LAND • INVESTMENTS

**Daniel C. Scardino**  
*Executive Vice President*

✉ [ds@pointre.com](mailto:ds@pointre.com)  
☎ 262.424.0437

### Scope of Service Experience

Dan is the Executive Vice President at Point Real Estate, a residential brokerage firm founded in 2009. He is responsible for business development, customer and partner relations, strategic planning and recruitment. As the sales leader in the organization, Dan has become one of the top producers in residential real estate sales in southeastern Wisconsin.

In addition to Dan's brokerage experience, he is well versed in due diligence, financial analysis, obtaining project approvals, project coordination and management, site construction, raw land valuation, plan review, wetlands, storm water and municipal code. Dan is a forward thinking entrepreneur with an extensive knowledge base in residential and commercial development.

### Background

Dan joined the MLG Family of Companies in 2003 as a Construction/Engineering/ Development Coordinator. In this position, Dan managed all of MLG's residential and commercial construction from final plan review to municipal acceptance. Prior to joining the MLG Family of Companies, Dan spent 11 years as a Construction Manager for a large local construction firm. He managed multiple construction sites, coordinated manpower and equipment and handled project budgeting. Dan worked with consulting engineers, landowners and subcontractors to unearth value overlooked during initial project letting.

### Professional Affiliations & Designations

Dan is a Licensed Wisconsin Real Estate Broker, a Certified Construction Professional, a Wisconsin Certified Erosion Control Inspector, and an active member of the Commercial Association of Realtors and the Metropolitan Builders Association.

PointRE.com (262) 424-2807  
13400 Bishop's Lane, Suite 270, Brookfield, WI 53005



HOMES • LAND • INVESTMENTS

**Chelsey Engibous**  
*Project Coordinator*

✉ [ce@pointre.com](mailto:ce@pointre.com)  
☎ 262.364.5525

### **Scope of Service Experience**

Chelsey is the Project Coordinator for Point Real Estate. Working directly with senior management, Chelsey assists with the implementation of multiple real estate dispositions, asset management and development assignments starting at inception through completion. Being detail-orientated with excellent organizational skills and possessing the ability to multi-task in a fast pace environment has been the key to Chelsey's success as she acts as an interim liaison between senior management and the client.

### **Background**

Chelsey has a Bachelor of Science in Business Management and a minor in Spanish from the University of Wisconsin-La Crosse. While at UW-La Crosse, she interned for a commercial real estate company where her passion for the real estate industry began. Prior to starting her career at Point Real Estate, Chelsey worked at a Fortune 500 Mortgage Banking company. During her time there she obtained knowledge on short sales and filing part A claims to HUD. Working with distressed properties and agents around the country further peaked her interest in real estate.

### **Professional Affiliations & Designations**

Chelsey is a Licensed Wisconsin Real Estate Sales Person and a Wisconsin Notary Public.

PointRE.com (262) 424-2807  
13400 Bishop's Lane, Suite 270, Brookfield, WI 53005



HOMES • LAND • INVESTMENTS

## Jonathan Sopha

*Vice President of Operations  
& Business Development*

✉ [js@pointre.com](mailto:js@pointre.com)

☎ 262.796.2623

### Scope of Service Experience

Jonathan is Vice President of Operations and Business Development for Point Real Estate. He is responsible for managing and expanding the Company's suite of services, growing brand awareness, and providing strategic guidance to customers. Jonathan works in partnership with Executive Vice President Dan Scardino to establish core Company directives and create streamlined business operations. Their shared goals include creating long-term and collaborative relationships, enhancing project value, and anticipating and meeting evolving customer needs.

### Background

Jonathan joined Point Real Estate in 2017. He began his career in advertising and marketing, and has worked in the real estate industry since 2001. He began his real estate career at a Milwaukee law firm where he counseled a variety of commercial, manufacturing and municipal clients on their real estate needs. Upon leaving private practice, Jonathan worked as in-house counsel at a full-service Wisconsin real estate company. There he provided legal and strategic support for all aspects of the business, including sales, brokerage, development, construction and investment issues. Most recently Jonathan worked as an independent attorney, where he used his broad professional background to help clients find efficient and effective business solutions. Jonathan also serves as an Adjunct Professor at Marquette Law School, where he teaches a class on Real Estate Finance and Development. Outside of his professional life, Jonathan enjoys coaching youth sports, traveling, and spending time outdoors.

### Professional Affiliations & Designations

Jonathan received both his undergraduate (1993) and law (2001) degrees from the University of Wisconsin-Madison. He is a member of the Metropolitan Builders Association and the Wisconsin Bar Association, as well as various business and legal associations in Southeast Wisconsin. He is also a past (and proud!) Bucky Badger Mascot.

PointRE.com (262) 424-2807  
13400 Bishop's Lane, Suite 270, Brookfield, WI 53005

# Adam R. Matson, SIOR

## Senior Vice President



arm@mlgcommercial.com

414.395.4686 (Direct)

262.613.6096 (Mobile)

### Testimonials

*I have used Adam for several years now in marketing our commercial tenant spaces. Adam is a very hard working, personable individual, who works well with potential tenants and other brokers. He never gives up on a deal, working it right up to the end. He does a great job at networking as well, which helps give him results. He has a good grasp of the marketplace and a depth of understanding how to broker a deal. I would recommend Adam to anyone needing a commercial broker.*

**Fred Stier, Stier Construction**

*Adam is one of the hardest working real estate professionals I know. He doesn't just wait for things to happen... he makes them happen.*

**John Miglautsch, Miglautsch Marketing**

### Scope of Service Experience

Adam joined the industrial group at NAI MLG Commercial in 2005 as an industrial specialist and intern. In 2006, he was promoted to broker associate. Adam specializes in the sale and leasing of industrial land and buildings for both users and investors. He has a proven success record assisting companies in implementing their expansion and relocation goals.

### Education

Adam graduated from the University of Wisconsin-Whitewater in 2005 with a B.B.A. in finance and an emphasis on real estate.

### Background and Experience

Adam is a licensed commercial real estate broker and previously served in the United States Coast Guard. Adam was the recipient of MLG's 2006 "Rookie of the Year" award and has been awarded the "CoStar Power Broker" award multiple times for industrial leasing transactions.

### Professional Affiliations and Designations

Adam is a member of the Society of Industrial and Office Realtors (SIOR), the Wisconsin Realtors Association and the Commercial Association of Realtors Wisconsin (CARW). He is on the Board of Directors for SIOR-Wisconsin and is on the CARW Vacancy Board. He is a former executive board member of the Young Professionals of Waukesha County.

### Significant Transactions

Adam has worked with companies such as Brookfield Asset Management, Zilber Properties, Ashley Capital, HSA Commercial Real Estate, Exeter, Sunbelt Rentals, Paratech Ambulance and Winter Services.

# Point Real Estate

HOMES · LAND · INVESTMENTS

Point Real Estate  
13400 Bishop's Lane, Suite 270  
Brookfield, WI 53005  
262-424-2807  
[pointre.com](http://pointre.com)

## NAI MLG Commercial

COMMERCIAL REAL ESTATE SERVICES WORLDWIDE

NAI MLG Commercial  
757 N Broadway Street, Suite 700  
Milwaukee, WI 53202  
414 347 9400  
[mlgcommercial.com](http://mlgcommercial.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bruce Gendelman Co., Inc. Suite 101 500 W Brown Deer Rd Milwaukee, WI 53217 Betty Chrustowski	262-478-1000	<b>CONTACT NAME:</b> Paige Twohig <b>PHONE (A/C, No, Ext):</b> 262-478-1000 <b>FAX (A/C, No):</b> 262-478-1001 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> MLG Commercial, LLC 757 N. Broadway, #700 Milwaukee, WI 53202		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : ACE Fire Underwriters Ins. Co.</td> <td>20702</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE Fire Underwriters Ins. Co.	20702	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	Errors & Omissions			<b>G28241446001</b>	12/31/2017	12/31/2018	<b>Per Claim</b> 2,000,000 <b>Aggregate</b> 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

<b>Town of Lisbon</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
-----------------------	---





April 15, 2018

Matt Janecke, Administrator  
Town of Lisbon  
W234N8676 Woodside Road  
Sussex,, WI 53089

RE: Request for Proposals for 65.13 Acre Site  
SW Corner of Lake Five & Hickory Roads, Town of Lisbon, Wisconsin

Mr. Janecke,  
Ogden & Company, Inc., the State of Wisconsin's largest full-service real estate organization, is very interested in serving the Town of Lisbon with the disposition of its 65.13 acres of vacant land located on the Southwest Corner of Lake Five & Hickory Roads. Ogden & Company has extensive experience brokering & developing vacant land parcels throughout Southeast Wisconsin. Attached is our proposal to list that site.

Ogden & Company's marketing team includes more than 54 licensed real estate agents with commercial, residential, and mixed-use development experience. Our lead agent, Bob Gintoft, has a Masters Degree in Urban Affairs, more than 35 years experience as a commercial real estate broker, and decades of volunteer experiences forming and chairing private/ public community development collaborations that have redeveloped parcels that have created thousands of jobs and added millions of tax base to the cities of Milwaukee, Wauwatosa, and Racine. Attached is his Resume.

Ogden's Marketing Strategy has proven to be effective throughout the State of Wisconsin for more than 85 years. We believe the site has enormous development potential for a variety of uses, including planned development, residential, and mixed use.

Ogden's proposed listing term is for an 18 month period and our proposed commission is 7% of the sale price and payable only at closing. After an appropriate price has been determined, we will prepare a proposed listing agreement on a Wisconsin Approved Form. Attached is a blank copy.

We would be honored to be selected for such an exciting assignment! References are included. If you have any questions regarding any of our attached Proposal, please call me at 414.940.5060 (mobile) or 414.270.4155 (office).

Gratefully,

  
Bob Gintoft, M.S., EDFP  
Vice President

Attachments

**Ogden & Company, Inc., AMO®**

Commercial Brokerage | Development | Maintenance | Property Management & Leasing | Residential Sales

1665 North Water Street | Milwaukee, WI 53202 | 414.276.5285 | F 800.787.4205 | ogdenre.com



**65.13 Acres SW Corner of  
Lake Five & Hickory  
Roads  
Lisbon, Wisconsin**



Presented by:  
Ogden & Company, Inc.

Robert Gintoft, SIOR, Executive Vice President of  
Industrial and Investment Real Estate

Commercial/Investment Division  
414-276-5285, [robertg@ogdenre.com](mailto:robertg@ogdenre.com)

**Index**

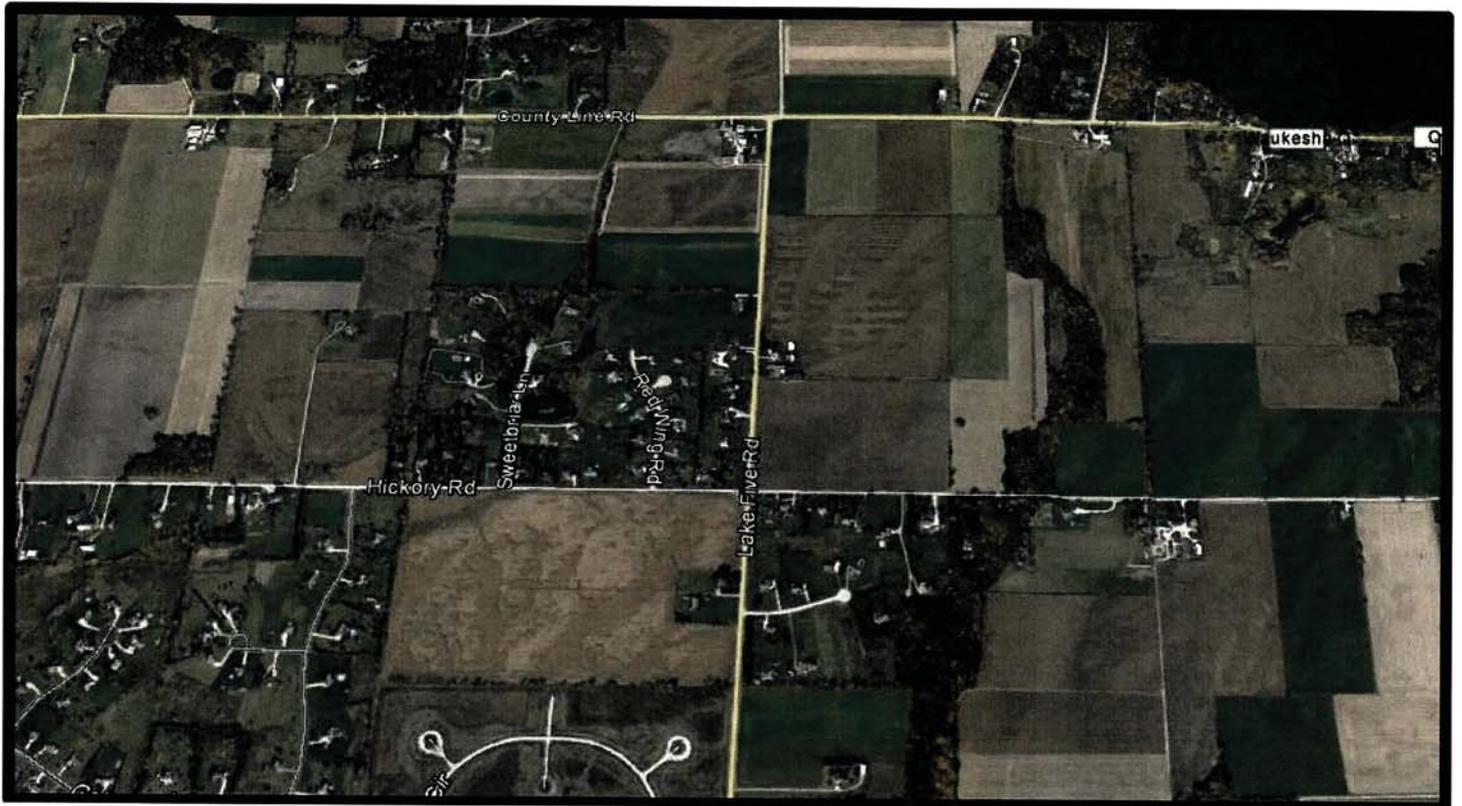
**65.13 Acres SW Corner of Lake Five & Hickory Roads  
Lisbon, WI**

1. Uses (Proposed) of Subject
2. Background Information
3. Local Experience
4. Experience Examples of Development
5. Marketing Team
6. Marketing Methods
7. Compensation & Term of Assignment
8. References
9. Attachments

I. Proposed Uses for the Site

- From our vast real estate experience and knowledge of the local commercial market, Ogden & Company, Inc. believes the best uses for the subject site include: Commercial; Residential; Mixed-use; Medical; Assisted Living and Entertainment.





## **II. Background Information**

Ogden & Company Inc. has been in the real estate business for 85 + years and, as a result, has become the State of **Wisconsin's largest full-service real estate organization** with offices in Milwaukee, Wauwatosa and Phoenix, Arizona.

During the past 8 years, the Milwaukee Journal/Sentinel has recognized Ogden & Company, Inc. as one of Metro Milwaukee's **Top Places to Work**.

Bob Gintoft, SIOR, EDFP, M.S., who has more than 30 years as an experienced commercial Realtor, will be assigned to this project, Ogden & Company's Brokerage Company serves both commercial and residential markets throughout the state of Wisconsin with **55 licensed real estate agents**.

Ogden & Company's Property Management Company serves the entire State of Wisconsin with 40+ Property managers.

Ogden Development Company has been a **pioneering leader in many of Southeastern Wisconsin's developments** including:

- The Milwaukee Rivers First Riverfront Condominium project in Downtown Milwaukee on the 1000 & 1100 Block of N. Edison Street (South of Harp of Juneau Avenue) – 1984
- Town Homes on Mill Reserve (Fox River Condominiums in Downtown Waukesha) including a TIF, Waukesha, Wisconsin – 1990
- The First Large Apartment Complex on the west side of Miller Parkway in West Milwaukee at a time when most of the surrounding industrial properties were vacant and/or contaminated in the Village of West Milwaukee – 1990
- The First Shopping Center along the east side of Miller Parkway in West Milwaukee and south of National Avenue that includes the McDonalds and Starbucks – 1990
- Elm Grove's First Residential Condominium project along the east side of Elm Grove Road between Bluemound and Watertown Plank Roads – 1985
- The Redevelopment of 63 unit full-service Hotel Metro at 411 East Mason Street in Downtown Milwaukee – 2000
- Sutter Creek Apartments consisting of 117 units (1<sup>st</sup> phase) on S. Baker Road, Brookfield, Wisconsin – 2015
- Keystone Apartments, a mixed-use property consisting of 36 units on the NW corner of E. Brady St. & N Humbolt, Milwaukee, Wisconsin – 2017
- Land Place Apartments on East Land Place consisting of 32 apartments in the city of Milwaukee – 2018
- Element 84, a mixed-use development on S 84<sup>th</sup> & W Orchard St. consisting of 203 apartments and 3000 SF of commercial space – 2018

## **Bob Gintoft's Relevant Vacant Land Sales Experiences**

### **I. 35 Years as a Commercial REALTOR**

#### **A. Selected Vacant Land Sites Listed & Sold**

1. 256 Acres on scattered sites in Kenosha for Chrysler Corporation
2. 100 Acres in Menomonee Falls to Exclusive Single Family Housing Developer, Westridge Builders
3. 110 Acres in Slinger on Highway A to State Dept. of Natural Resources (DNR) to add to its Ice Age Trail
4. 83 Acres of Wetland in City of Milwaukee on County Line Road to Milwaukee Metropolitan Sewerage District (MMSD)
5. 65 Acres – Last Farm on N. 60<sup>th</sup> & Green Tree Rd. for Redevelopment Authority of City of MKE to U.S. Dept. of Labor for a Job Corps Center
6. 64 Acre Site (49 for City of Oak Creek) on the SW Corner of College & Pennsylvania Avenues to the U.S Postal Service for a Regional Processing & Distribution Center
7. 38 Acres on scattered sites of former American Motors Corp. in City of Milwaukee for Chrysler to a non-profit n/k/a Riverworks and WISPARK
8. 12 Acres in the City of Racine on Douglas & High Street to Flatiron Private/Public Collaboration that I coordinated for Mini-Mall Development of 11 specialty shops, 8,000 SF Public Space, & 125 space parking lot with EDA, SBA, CDBG, and 4 local banks
9. 12 Acres for the City of Milwaukee to Henri's Food Products in the Northwest Industrial Park
10. 13 Acres in City of Waukesha on Blue Mound Road & I-94 including State Expressway remnants to hotel developers
11. 4 Acres for the Redevelopment Authority of the City of Milwaukee on the SW Corner of Fratney & Vienna Avenue

### **II. 26 Years as a Community Development Volunteer**

#### **A. Chaired Northeast Milwaukee Industrial Development Corporation's (n/k/a Riverworks Development Corporation's (RDC)), a Private/Public Economic Development Collaboration Real Estate Redevelopment Committee – 26 years**

1. Partnered with **WISPARK LLC** to acquire **38 Acres** of former American Motors Corp sites near E. Capitol Drive & Holton Street from Chrysler Corporation, secured a **TIF (City's Top Producing TID in 2009)**, and resold the sites to various industrial businesses
2. On its last 2 acres, contracted with an experienced retail developer, Endeavour Group, to walk the collaboration's Board through the development process of financing, leasing, and building a 6 unit **20,000 neighborhood retail strip center** that generates **\$77,000 of annual income** to sustain RDC's ongoing redevelopment efforts

3. Partnered with Low Income Housing Tax Credit (LIHTC) Developer, Horizon Development, to reuse an outmoded manufacturing building on Holton & Townsend Streets into 36 apartments n/k/a **Riverworks Lofts which generates \$15,000 of annual income**
4. Partnered with **Greater Milwaukee Committee & Kresge Foundation** to artistically redevelop the former Beer Line Railroad right of way into **The Artery** to unite 2 neighborhoods, Riverwest & Harambee.
5. Redeveloped a former **Kohls Food Store and 12,000 square foot Industrial building on N. Holton & E. Concordia Avenue** on 4 acres where the non-profit collaboration built a new 3 unit 16,000 square foot building, relocated the Family Dollar Store into it with a 10 year lease, and partnered with a coin operated Laundromat operator to generate income for the non-profit to continue its redevelopment efforts. This new building enabled RDC to expand its office & training center and offer local small start-up businesses places to work and share equipment as a small business incubator.

**B. Chaired Wauwatosa Economic Development Corporation's (Private/Public Economic Development Collaboration) Redevelopment Committee – 11 Years**

1. Secured a CDBG Grant of \$20,000 from the City of Wauwatosa to Plan for the Redevelopment of **65 acre blighted site** former **Roundy's & Kohl Food Store** headquarters on NE Quadrant of Burleigh & U.S. 45 freeway
2. Secured Approvals from City for Burleigh Triangle for Planned Development Zoning and Tax Increment Financing District (TIF) for a \$400+ Million Redevelopment n/k/a **Mayfair Collection, included:**
  - a. **200 Units of Luxury apartments by Fiduciary Development**
  - b. **Homewood Suites Hotel – 200 Units**
  - c. **4 Bartolotta Restaurants**
  - d. **200,000 square feet of Retail & Outlet Shops**
3. Facilitated the creation of **80 acre UW-M's Innovation Campus @ US 45 & Watertown Plank Road with City (agreed to install infrastructure), Milwaukee County** (selling its underutilized 80 Acre Quadrant), & **UW-M's Real Estate Foundation** through meetings with UW-M's Chancellors and the identification of **EDA's Business Accelerator Grant** of \$3.25 Million which enabled it to Leverage the rest of the \$18 Million Acquisition – included:
  - a. **City Infrastructure improvements for access roads, sewer, water**
  - b. **175 units of Luxury apartments and Historic Preservation of 5 former Eschweiler Designed buildings by Mandel Group**
  - c. **ABB's 96,000 Square Foot R & D Center**
  - d. **200 Unit Extended Stay Suites Hotel**
  - e. **15 acre Monarch Sanctuary as a County Park**
  - f. **\$5.50 Million Business Accelerator where businesses collaborate with faculty from UW-M & local colleges (Cardinal Stritch, Concordia U., MSOE, MU, UW-M) to develop new products and patents**

## VI. Marketing Methods

Since Ogden & Company has offered so many **real estate services for 85 years**, its agents and employees enjoy the benefits that come from many satisfied past customers calling back with new real estate requirements. Along with its exhaustive attempts to keep up with changed in technology, Ogden has been recognized by the Milwaukee Journal/Sentinel as a Top Place to Work for each of the last 8 years. Ogden offers all of it's 100 employees to a referral program. So when one learns of a real estate requirement, it is referred to an appropriate agent and when the requirement is completed, the referring agent receives a "piece of the action." This positive atmosphere has also helped when marketing properties as well.

- **Technology:** Ogden & Company, Inc. is an active member of the Commercial Association of REALTORS – Wisconsin (CARW) and, as a result, enjoys access to its commercial listing services called **CATYLIST** which serves **over 850 commercial real estate agents in Wisconsin**. This network is important to assuring the Town of Lisbon that its property will be properly exposed to the local commercial market. Upon listing the subject, Ogden & Company will prepare detailed information and post it onto CATYLIST as well as **Ogden & Company's own website**. In addition, CATYLIST provides an **email blast** tool enabling its subscribing agents to update others with any changes.
- **Signage:** Ogden & Company will erect appropriate signage on the site indicating that it is available for development and that incentives are available.
- **Broker Opens:** For selected listings, Ogden & Company will coordinate an event that includes a barbeque on the site of the available property to better acquaint the local brokerage community of its proximity ti surrounding services.
- **Four-Color Mailers:** Ogden & Company has enjoyed success when sending four color mailers to prospective buyers and local developers known to be in the market. These mailers usually include an aerial photo, some salient features about the property, positive demographic information, recent traffic counts, availability of incentives, and contact information.
- **Regional, National & International Exposure:** As an active member of the society of Industrial and Office REALTORS (SIOR), Bob Gintoft enjoys access to over 3,000 members throughout the world. This **international email blast tool** has particularly proven to be effective with vacant land sites for national developers who are often looking to diversify their real estate development portfolios. These experienced commercial REALTORS are often called upon by large developers, corporations and public agencies for site selection services.

**A. Proposed Marketing Strategy and Scope of Agency Duties**

1. Provide a market analysis of the available land sites
2. Develop Marketing Materials (electronic and hard copies) and list properties according to industry standards, and distribute materials to potential buyers via the appropriate form(s) of media and report results to the Town of Lisbon on an agreed frequency
3. Develop a strategy for the sale of Lisbon's property
4. Advise the Town of Lisbon relative to possible strategies to promote and sell the subject parcel, including public presentations
5. Participate in site tours of the Town of Lisbon owned property that is for sale for potential buyers
6. Analyze all offers to Purchase, prepare recommendations, and present all Offers and analysis in a timely manner
7. Prepare & present Counter offers and Addenda
8. Work closely with the Town of Lisbon to obtain the town's review and approval of all counter-offers, addenda, purchase agreements and other transaction related documents to be signed
9. Represent the Town during any and all negotiations with prospective buyers
10. Maintain escrow files for every transaction
11. Communicate with the Town and other appropriate Town Staff members to provide updates
12. Provide consultation for any potential land divisions, surveys, inspections, cleanup, ect. as may be necessary for specific transactions

**VII. Compensation and Term of Assignment**

- Ogden & Company, Inc. proposed commission is 7% and payable only at the closing of the subject property. The term of this assignment (listing) is 12 months.
- Once a sale price has been determined, Ogden & Company will prepare a proposed Commercial Real Estate Listing Agreement on a Wisconsin Approved Form. (Attached is a copy of that document)
- Ogden & Company, Inc. Encourages co-broking and offers up to 60/40 split of its commission with brokers that procure buyers.
- Unless the Town of Lisbon wants more than 300 color mailers, there will be no additional charges to the Town.

**Marketing Proposal**

Approved by the Wisconsin Real Estate Examining Board  
03-1-11 (Optional Use Date) 07-1-11 (Mandatory Use Date)

Page 1 of 10, WB-13

**WB-13 VACANT LAND OFFER TO PURCHASE**

- 1 LICENSEE DRAFTING THIS OFFER ON \_\_\_\_\_ [DATE] IS (AGENT OF BUYER)
- 2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~
- 3 **GENERAL PROVISIONS** The Buyer, \_\_\_\_\_
- 4 \_\_\_\_\_, offers to purchase the Property
- 5 known as (Street Address) \_\_\_\_\_
- 6 in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, Wisconsin (Insert
- 7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
- 8 ■ **PURCHASE PRICE:** \_\_\_\_\_
- 9 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
- 10 ■ **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_
- 11 will be mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or
- 12 \_\_\_\_\_.
- 13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
- 14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
- 15 date of this Offer not excluded at lines 18-19, and the following additional items: \_\_\_\_\_
- 16 \_\_\_\_\_
- 17 \_\_\_\_\_
- 18 ■ **NOT INCLUDED IN PURCHASE PRICE:** \_\_\_\_\_
- 19 \_\_\_\_\_
- 20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
- 21 **and will continue to be owned by the lessor.**
- 22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
- 23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
- 24 ■ **ZONING:** Seller represents that the Property is zoned: \_\_\_\_\_
- 25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
- 26 copies of the Offer.
- 27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
- 28 **running from acceptance provide adequate time for both binding acceptance and performance.**
- 29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
- 30 or before \_\_\_\_\_ Seller may keep the Property on the
- 31 market and accept secondary offers after binding acceptance of this Offer.
- 32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
- 33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS
- 34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
- 35 OR ARE LEFT BLANK.
- 36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
- 37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
- 38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
- 39 named at line 40 or 41.
- 40 Seller's recipient for delivery (optional): \_\_\_\_\_
- 41 Buyer's recipient for delivery (optional): \_\_\_\_\_
- 42  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
- 43 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )
- 44  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
- 45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
- 46 delivery to the Party's delivery address at line 49 or 50.
- 47  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
- 48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
- 49 Delivery address for Seller: \_\_\_\_\_
- 50 Delivery address for Buyer: \_\_\_\_\_
- 51  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
- 52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
- 53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
- 54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
- 55 E-Mail address for Seller (optional): \_\_\_\_\_
- 56 E-Mail address for Buyer (optional): \_\_\_\_\_
- 57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
- 58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

Ogden Commercial/Investment Division  
1665 N. Water Street, Milwaukee, WI 53202 • 414-276-5285 • Fax 414-276-4207 • www.ogdenre.com  
This information has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy.



**VII. References**

**A. James Archambo – Administrator**

**City of Wauwatosa  
Wauwatosa, WI**

As the Chairman of the redevelopment committee of the Wauwatosa Economic Development Corp; secured a grant from the city to plan for Redevelopment of the 65 acre Burleigh Triangle – Secured zoning approval and TIF approval for what is known today as Mayfair Collection on the NE Quadrant of Burleigh and US 45.

**B. David Misky – Executive Director**

**Redevelopment Authority  
City of Milwaukee  
809 N Broadway Ave  
Milwaukee, WI**

Mr. Gintoft Represented the City's Redevelopment Authority w/ Acquisitions (Milwaukee Jobs Corp) and Dispositions, including: 12.5 acres in the Northwest Industrial Park to Henri's Food Products; former ½ acre **brownfield/tax foreclosure** @ 3711 N. Richards to an auto repair business; and a former 4 acre Brownfield on the SW Corner of Vienna and Fratney for a green industrial development.

**C. Darryl Johnson – Executive Director**

**Riverworks Development Corp.  
526 E. Concordia Ave  
Milwaukee, WI  
(414)-906-9650  
Darrylj@riverworksMKE.org**

## **Peter Ogden**

Mr. Peter Ogden is currently serving as the president of Ogden & Company, Inc. Consequently, he is well versed in real estate brokerage, commercial and residential sales, and asset and property management.

An active member of his community, Mr. Ogden is a member of the Institute of Real Estate Management, Chapter No. 13--previously served as the 1993

President; was the President of the Building Owners and Managers Association in 1992; is on the Board of Trustees at Trinity-Pawling School in Pawling, New York; is a member of the Southeastern Wisconsin Commercial Association of

Realtors; served as previous chairman, 1987 through 1988, past board member of the Historic Third Ward Association; and, he currently serves as a member of the faculty for higher education for the Institute of Real Estate Management.

Peter holds a Bachelor's Degree in Business Administration and Speech Communication from the University of Denver. He has extensive experience in sales and property management. Mr. Ogden also has both his Graduate-Realtors' Institute and Certified Property Manager designations. In addition, he is a licensed real estate broker in the states of Wisconsin and Minnesota.

## **Bob Gintoft**

Bob Gintoft, SIOR, RPM, CREST, EDFP joined the sales team at Ogden & Company, Inc. in 2012 as Vice President of Industrial & Investment Real Estate in the Commercial Division. In addition to his role as a team leader for the brokerage group, Bob's responsibilities include brokerage, tenant & property representation, industrial sales & leasing, confidential acquisitions, real estate consulting, sale-leasebacks, economic development incentives, corporate & Government dispositions & acquisitions, and forming private/public economic development collaborations.

Prior to joining Ogden & Company, Bob was a Business & Economic Developer with IMPACT SEVEN, Inc. marketing New Markets Tax Credits, SBA's 504 Loans & SBA's Micro Loans; Executive Vice President of Leasing & Acquisitions at Mallory Properties; Senior Vice President of Corporate & Industrial Sales & Leasing at NAI MLG Commercial; Vice President of Special Products w/ James T. Barry Co.; and a Commercial Real Estate Sales & Leasing Associate for Robert A. Polachek Co.

Bob Holds a Master's Degree of Science in Urban Affairs from the University of Wisconsin - Milwaukee. He was licensed as a Wisconsin Real Estate Broker in 1983 and holds the Professional Designations: SIOR, EDFP, CREST, RPM.



**Ogden & Company, Inc.**

A Proud Milwaukee History

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In 1929, Elliott Ogden had a vision of his newly incorporated real estate firm as a constantly expanding organization offering brokerage and management services. From the outset Ogden & Company, Inc.'s reputation grew through innovation and integrity in every business relationship. These proud traditions continue today. Today's dynamic leadership is born of the third generation that continues to remain true to the vision of their forefathers – to lead Ogden & Company, Inc. as the largest full service real estate firm in Wisconsin.

Ogden & Company, Inc. is a full service real estate firm providing: Commercial and Residential Brokerage Services, Seller and Buyer Representation, Tenant Representation, Commercial and Residential Property Management, Real Estate Consulting, Investment Advisory Services, Real Estate Development and Building Maintenance and Construction Services.

The Ogden & Company, Inc. Commercial/Investment Division brokers have extensive experience in a broad range of real estate related issues. All have an in-depth understanding of the commercial user's needs, knowledge of the current market prices and terms and a continued awareness of market trends.

**Ogden & Company, Inc.**  
Commercial/Investment Division  
1665 N. Water St., Milwaukee, WI 53202  
414-276-5285 fax 414-276-4207 www.ogdenre.com

A Tradition of Excellence and Consistent Leader in Reputation

**“The tradition of quality and integrity that we pride ourselves on can be found in every business relationship we have. Meeting your needs and exceeding your expectations is our commitment to you.”**

A leader in the community, Ogden & Company, Inc., AMO® is the largest locally owned full-service real estate firm in Wisconsin. With three generations of Ogden family leadership, the company continually maintains cutting edge technologies with personal service to exceed our clients' expectations. As a full-service real estate company, Ogden offers professional services specializing in residential sales, commercial sales and leasing, real estate management, real estate development, maintenance and construction.

### **Commercial Brokerage**

Ogden Commercial/Investment Division offers a wide variety of real estate services. Our professionals provide buyer and seller representation, leasing of commercial, industrial, office and warehouse space. We have an in-depth understanding of the commercial users needs, knowledge of the current market, and continued awareness of market trends. With twelve full-time brokers, and over 200 years of combined experience, Ogden Commercial/Investment Division is in its 86<sup>th</sup> year, and is ready to handle all of your commercial real estate needs with integrity and success.

### **Residential Sales and Relocation**

Ogden has been a consistent leader in reputation and sales volume and is respected throughout the industry for integrity and results. We also have world-wide access to buyers and sellers, with an on-site location manager who specialized in corporate and international relocation.

## **Commercial Sales & Leasing**

This division assists clients in purchasing, selling, and leasing of commercial, industrial and investment real estate. Our experienced brokers possess the in-depth market knowledge necessary to provide professional direction in every aspect of the transaction.

## **Real Estate Management**

As a leader in the industry, our management division supports a wide range of properties including condominium associations, multi-family homes, office buildings, retail centers, industrial facilities, special use properties such as churches, schools, medical buildings, HUD, Section 8 and 42, Senior housing and foreclosure properties.

## **Ogden PMD Maintenance**

Dedicated to providing professional, timely and cost-conscious services, PMD Maintenance is a complete maintenance and construction company. Services range from changing a light bulb, complete remodeling, HVAC service, to routine building inspections.

## **Ogden Development Group**

One of the leaders in development in Southeastern Wisconsin, Ogden Development Group is committed to quality building and rehabilitation. Development services are provided from concept, planning and approval to financial, construction and management expertise.

## **Project Construction**

Ogden newest division, Ogden Construction Group, LLC. This division will focus on commercial design/build and general contracting, partnering on projects with Ogden Development and serving clients throughout southeastern Wisconsin.

**Ogden & Company, Inc.**  
**Client References**

Mr. Chris Bradley  
**J.B. Moreland Corporation**  
758 South 7th Street  
Libertyville, Illinois 60068  
(847) 362-3062

Attorney Harold Laufer  
**Davis & Kuelthau, S.C.**  
111 E. Kilbourn Avenue  
Milwaukee, WI 53202  
[hal@dkattorneys.com](mailto:hal@dkattorneys.com)  
(414) 276-0201  
[www.dkattorneys.com](http://www.dkattorneys.com)

Jim Lincoln, Executive Director  
**Outagamie County Housing Authority**  
3020 East Winslow Avenue  
Appleton, WI 54911-8994  
[jlincoln@outagamiehousing.us](mailto:jlincoln@outagamiehousing.us)  
(920) 731-9781, ext. 201

Ms. Ann Marie Pelkofer  
**Hexagon Investments**  
5400 South 60th Street  
Greendale, Wisconsin 53219  
(414) 423-1187

Dr. Wolfgang A. Schmidt  
**Schmidt Engineering & Equipment, Inc.**  
11311 North Rudella Road  
Mequon, WI 53092  
[was@see-worldwide.com](mailto:was@see-worldwide.com)  
(262) 238-1948

John Bultman  
**Bultman/Omega Trucking**  
11144 West Silver Spring Drive  
Milwaukee, Wisconsin 53225  
[johnbultman@hotmail.com](mailto:johnbultman@hotmail.com)  
(414) 464-8180 x130

Patrick LeSage  
**Pettibone Group**  
126 North Jefferson Street #201  
Milwaukee, WI 53202  
[pat@pettibonegroup.com](mailto:pat@pettibonegroup.com)  
(414) 273-2627

Mr. Dan McCarty  
**TMB Development Company**  
1517 Regent Avenue  
Madison, Wisconsin 53711  
(608) 255-0605

Katherine M. Reynolds , Attorney at Law  
**Michael, Best and Friedrich, LLP**  
1000 Maritime Drive  
Manitowoc, WI 54220  
[kmreynolds@mbf-law.com](mailto:kmreynolds@mbf-law.com)  
(920) 686-2800

C. Joshua Taxman  
729 Walnut Street Suite 200  
Boulder, CO 80302  
[taxxii@aol.com](mailto:taxxii@aol.com)  
(303) 443-9773

**Ogden & Company, Inc.**  
**Corporate Customers**

Clients associated with the following corporations are just a sampling of Ogden & Company, Inc.'s satisfied customers:

A.O. Smith Corporation  
Aetna Life & Casualty  
Ameritech  
Associated Bank  
Bank One  
Briggs & Stratton Corp.  
Bruner Corporation  
Columbia Hospital  
CommonBond Communities  
Davis & Kuelthau, S.C.  
Engberg Architects  
Fidelity Bank  
Flexo-Graphics  
Foley & Lardner, S.C.  
General Motors Corporation  
Godfrey & Kahn, S.C.  
Grede Foundries, Inc.  
Harnischfeger Industries  
I.Bahcall Steel & Pipe  
Koss Corporation  
M&I Marshall & Ilsley Bank  
M&I Trust Company  
Marcus Corporation  
Marquette Electronics  
Marquette University

Master Lock Company  
Math Starck & Sons, Inc.  
MB Real Estate  
Merril Lynch, Pierce, Fenner & Smith  
Metroplains Properties LLC  
Metropolitan Board of Realtors  
Miller Brewing Company  
Milwaukee Center of Independent Living  
Milwaukee Electric Tool  
Northwest Bank  
Northwestern Mutual Life Insurance Co.  
PNC Bank  
Rexworks  
Robert W. Baird & Co. Inc.  
Rockwell Automation  
Schmidt Engineering & Equipment, Inc.  
Siemens  
TMB Development Company, Inc.  
The Journal Company  
University of Wisconsin, Milwaukee  
U.S. Bank  
Whyte & Hirschboeck  
William Eisner Agency  
WE Energies  
Wis-pak Foods



# REQUEST FOR CONSIDERATION

**COMMITTEE CONSIDERATION:** Town Board

**ITEM DESCRIPTION:** Discussion and necessary action on the issuance of a RFP for a Town Engineer.

**PREPARED BY:** Matt Janecke, Town Administrator

**REPORT DATE:** June 5, 2018

**RECOMMENDATION:** Issue and RFP for Town Engineer

**EXPLANATION:**

The Town is faced with having a couple different engineering groups perform work whether it's for storm water, new home lot review and basement height verification or special studies. Out of interest of cost savings and consistency the Town Board should consider issuing an RFQ for engineering services. The Town is currently using both Kunkel Engineering Group and Jahnke & Jahnke on a routine basis, however not overlapping duties, and SEH is currently being used for a special study.

Jahnke & Jahnke has been the longest standing tenured engineering company that has provided services to the Town, and has done so since 1971. At one point Jahnke & Jahnke provided all aspects of engineering services to the Town, which also included planning services.

Kunkel Engineering Group has most recently been brought on board to take over the Town's Road Maintenance Program that started in 2016 with the electorate approval to spend \$8 million to reconstruct the Town's roadways. Just recently in 2017 Kunkel took over the management of the Storm Water Utility.

The Town Board has three options to consider for engineering service:

1. Status Quo – using multiple engineering groups to manage different aspects of engineering services.
  - o This is the least desirable approach as it does not allow a competitive bidding process nor does it allow the Town to use economies of scale for all areas of engineering for better cost per unit.
2. BID or issue RFP for every project involving engineering - essentially every aspect of engineering would be bid to companies.
  - o This creates a competitive process but does not allow for the use of economies of scale by lumping in areas of engineering together to receive the most competitive pricing. The time factor for this process would be burdensome on Staff to prepare a BID or RFP, receive and evaluate proposals, and manage each contract. It also does not allow for consistency between one engineering group and the Town.
3. Issue an RFP for Town Engineer – then re-issue RFP every 3-5 years.
  - o A process of this kind allows for a competitive process by issuing an RFP and also uses economies of scale by grouping all areas of engineering together. In addition, it creates consistency between Town Staff and the engineering group. By issuing a new RFP every 3-5 years ensures that the Town receives the best pricing.

It would be my recommendation for the Town Board to consider the third option. For your convenience I have provide an example RFP. Please see the pages immediately following this memo.



**CITY OF MOLALLA**

**REQUEST FOR PROPOSAL**

**FOR**

**CITY ENGINEERING SERVICES**

**RFP NO. PW-14-02**

**SUBMITTAL DEADLINE: 12:00 P.M., February 24, 2014**



**CITY OF MOLALLA  
REQUEST FOR PROPOSAL FOR  
CITY ENGINEERING SERVICES**

**RFP NO. PW-14-02**

**NOTICE IS HEREBY GIVEN**, the City of Molalla is requesting sealed proposals from qualified persons to provide ongoing ENGINEERING SERVICES for various City of Molalla initiated infrastructure projects. Interested parties will be provided sufficient information to prepare and submit proposals for consideration by the City. It is the City's intent to select the most advantageous proposal based on the evaluation criteria set forth in the Request for Proposals (RFP) packet. A copy of the RFP packet may be obtained from the City Manager's Office, at City Hall, 117 N. Molalla Ave., Molalla, OR 97038, by calling 503-829-6855 or by downloading from the City's website at [www.cityofmolalla.com](http://www.cityofmolalla.com).

All proposals must be sealed, clearly marked ENGINEERING Services Proposal - RFP No. PW-14-02, 12:00 p.m., February 24, 2014 and received in the City Manager's Office at Molalla City Hall by the above specified date and time. Any proposal received after that date and time, or not submitted in the proper manner, will be returned without further consideration.

The City reserves the right to reject any and all proposals received as a result of this RFP, to waive any irregularities and to accept the proposal deemed to be in the best interest of the City. Preparation and submission of a proposal is at the proposer's sole risk and expense.

**CITY OF MOLALLA  
REQUEST FOR PROPOSALS FOR  
ENGINEERING SERVICES - RFP NO. PW-14-02**

**1. GENERAL INFORMATION.** The City of Molalla (City) is soliciting proposals for an Engineer of Record (City Engineer) to provide engineering services. Services typically conducted by the City Engineer include, but not limited to the tasks listed in Section 6.2. Services may also include supervising/inspecting work produced by the City. Work shall be provided to the City on an as-needed basis, as authorized by task order through the City Manager or the City Manager's designee.

**2. BACKGROUND.** The City of Molalla, population 8,110, is located in Clackamas County, approximately 15 miles south of Oregon City. The City council consists of a Mayor and six Council members. The City operates under a City Manager form of Government.

The City owns and operates a number of public facilities including the following:

- Water Treatment Plant
- Water Distribution System
- Waste Water Treatment Plant
- Waste Water Collection System
- Storm Water System
- Transportation System
- Parks System
- And other City infrastructure and facilities

**3. ANTICIPATED SCHEDULE OF EVENTS.**

RFP Advertised	February 10, 2014
Proposal Due Date	February 24, 2014
Selection Committee Evaluation	February 28, 2014
Interviews (if Needed)	March 3 – 5, 2014
Contract Approval	March 7, 2014

**4. SCOPE OF SERVICES.**

- Serve as the City Engineer of Record
- Provide capital project design and construction under direction of Public Works Director and City Manager
- Provide Infrastructure impact analysis as needed
- Provide design, construction specifications and as-builts for successful bidding and construction procedures for both new construction and maintenance
- Assist the City in consultation and coordination with State and Federal agencies
- Perform engineering work relating to property, public improvements, urban renewal, utilities, etc.
- Assist with annual budget estimates and planning as needed.
- Review development proposals as needed and serve as the City's Engineer for private development and/or public improvement projects.

- Review and formulate updates to City master plans and feasibility studies, as needed.
- Perform additional engineering functions and special projects as requested by City.

## **5. PROPOSAL INSTRUCTIONS.**

### **A. PROPOSAL SUBMITTAL AND DUE DATE**

Proposers shall provide five hard copies of the proposal in a sealed envelope clearly marked: "City of Molalla Engineering Services Proposal". Proposals shall be submitted by 12:00p.m. on February 24, 2014 to:

Sadie Cramer, City Recorder  
City of Molalla  
117 N. Molalla Avenue  
Molalla, Oregon 97038

Proposals shall be organized as specified. The City of Molalla assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

### **B. INQUIRIES**

Questions concerning this RFP should be submitted in writing to:

Dan Huff, City Manager  
City of Molalla  
117 N. Molalla Avenue  
Molalla, OR 97038  
[dhuff@cityofmolalla.com](mailto:dhuff@cityofmolalla.com)

Questions regarding specific technical aspects of the service requested by this RFP or seeking clarification concerning this RFP may be directed to City Manager's Office by calling 503-829-6855. No oral clarification will be binding on the City. The City will be bound only by this RFP and any written addendum issued hereunder.

Requests for changes to this RFP, including requests for changes in any of the exhibits to this RFP must be submitted in writing to the City Recorder not later than ten calendar days prior to the date of the Solicitation Closing. The request must include a statement of the requested changes and the reason therefore. The request shall be marked as a "Request of Change in RFP" and specify the RFP Number set forth in the caption to this RFP. Written request may be delivered by mail or by confirmed e-mail. The City will respond to all written requests for changes, in writing, within five days of receipt of such request.

If inquiries, comments or requests for changes raise issues that require clarification or a modification to this RFP, the clarification or modification will be made by written addendum as provided in Section 6 of this RFP.

**6. CONTENT OF PROPOSALS.** Proposals should demonstrate that the proposer can furnish the services in a manner that will be cost effective for the City. Those proposals which do not contain all information required by this RFP or are otherwise non-responsive may be

rejected immediately; however the City has discretion to accept a proposal that does not conform with all RFP requirements if the City determines that the non-conformance is not substantial or material. If a proposal is unclear, or appears inadequate, at the City's discretion, the proposer may be given an opportunity to explain how the proposal complies with the RFP. The City also has discretion to permit a proposer to correct a typographical error or other minor mistake or oversight in its proposal.

Proposals must contain at least the following:

- 6.1** Proposal Form. The proposal form, attached hereto as RFP Exhibit "A" must be fully completed, submitted and duly executed by the authorized representative of the proposer, and include the following:
- a. The proposer's business name, address, telephone number, e-mail address and federal tax identification number;
  - b. The proposer's legal form of entity (sole proprietor, corporation, LLC, etc.) and, if applicable, state of incorporation or organization and main office address;
  - c. Name(s) and title(s) of person(s) authorized to submit the proposal and to execute the contract;
  - d. The fees and charges proposer will charge for the services rendered based on the format outlined in RFP Exhibit "A".
- 6.2** Qualifications. The proposer's statement of qualifications must contain the following:
- a. A description of the key personnel that will perform the services and their particular qualifications;
  - b. A description of how proposer complies with all minimum qualifications set forth in RFP Exhibit "D";
  - c. Special services the proposer can provide in connection with the services required by this RFP and as described in RFP Exhibit "C"; and
  - d. Any experience proposer has had in providing the services required by this RFP to the City or other public entities including:
    - Civil and Transportation Engineering
    - Water system treatment and distribution systems
    - Water right acquisition and maintenance
    - Waste Water system treatment and distribution
    - Waste Water lagoon, effluent and biosolid management
    - Oregon DEQ and Oregon Department of Health experience
    - Municipal transportation systems and coordination with State and County coordination
    - Street maintenance technique and pavement management
    - General land use and infrastructure planning experience
    - Oregon public contract management and bidding process
    - Utility fee studies
    - Public infrastructure financing
  - e. Work load capacity
  - f. Proposers availability of support staff
  - g. Confirmation that the proposer is a licensed professional civil engineer within the State of Oregon.

**6.3** References. Proposals must contain a list of all private and public entities for which the proposer has provided similar services within the past two years and the name and phone number of a person within each entity who is knowledgeable of the proposer's performance record.

## **7. PROPOSAL EVALUATION.**

### **A. MINIMUM QUALIFICATIONS**

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- A Civil Engineer licensed to work in the State of Oregon.
- Ability to provide the engineering work needed by the City to the standards required by the City, County and State.
- Has the financial resources and bonding capability (if needed) for the performance of the desired engineer services, or the ability to obtain such resources.
- Ability to meet minimum insurance requirements identified by the City of Molalla identified within the standard City contract (Exhibit B).
- An Equal Opportunity Employer and otherwise qualified by law to enter into the attached Engineering Service Contract.

## B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	<b>Maximum Points</b>
1. Specialized experience in the type of work to be performed, specifically including work in a city of similar size.	<b>(50)</b>
2. Qualifications and experience of the staff assigned by proposer to perform these services.	<b>(40)</b>
3. Past experience of proposer and project team members with relevant county, state, and federal regulatory and funding agencies.	<b>(20)</b>
4. Quality of proposed scope of work, including the proposed management techniques and practices for City service needs.	<b>(20)</b>
5. Familiarity with the City and City locale.	<b>(30)</b>
6. Availability and capability to perform the engineering services described in this RFP on an ongoing basis.	<b>(40)</b>
<b>Maximum Total Points</b>	<b>200</b>