



**Department of City Development**  
City Plan Commission  
Redevelopment Authority of the City of Milwaukee  
Neighborhood Improvement Development Corporation

**Rocky Marcoux**  
Commissioner  
rmarco@milwaukee.gov

**Martha L. Brown**  
Deputy Commissioner  
mbrown@milwaukee.gov

June 6, 2013

Mr. James R. Owczarski  
City Clerk  
City Hall, Room 205  
Milwaukee, WI 53202

Dear Mr. Owczarski:

Enclosed is a copy of the fully executed Bill of Sale for Items at 3070 N. Dr. Martin Luther King Jr., Drive.

This agreement was executed pursuant to Milwaukee code of Ordinances 308-5-1 and Common Council Resolution File No. 120871, approved November 8, 2012.

Sincerely,

Scott A. Stange  
Procurement and Compliance Manager  
Department of City Development

Enclosure





**BILL OF SALE**  
**ITEMS AT 3070 N. Dr. Martin Luther King, Jr. Drive**  
**191724**

THIS BILL OF SALE is dated as of MAY 1, 2013 (the "Effective Date"), and is made and entered into by and among AMERICAN RESTAURANT EQUIPMENT, INC. ("ARE") as Buyer, WISCONSIN WOMEN'S BUSINESS INITIATIVE CORPORATION ("WWBIC") as Finder, and the CITY OF MILWAUKEE ("City") as Seller, for the covenants contained herein, and good and valuable consideration, receipt and sufficiency of which are acknowledged.

**AGREEMENT**

1. **Items; AS IS.** Buyer agrees to purchase from City, and City agrees to sell to Buyer, City's right, title, and interest, in and to the following items of personal property or fixtures (the "Items") currently located at City's building at 3070 N. Dr. Martin Luther King, Jr. Drive (the "Parcel"), on an AS IS, WHERE IS BASIS, with all faults and defects, known or unknown, discovered or to be discovered (including, but not limited to, physical or title defects), and with no representations or warranties whatsoever, express or implied.

Description of Items:

- 2 - Deep fryers
- 1 - griddle with stand
- 1 - 3 comp stainless steel sink
- 1- single comp stainless steel sink
- 1 - 48" refrigerated prep table.
- 2- four-tier shelving units.

2. **Purchase Price; Time of Payment.** Buyer agrees to pay a total of \$850 for the Items (the "Purchase Price"), in good funds, in cash or by cashier's check, with 50% of that (\$425) being paid directly to City and the other 50% (\$425) being paid directly to WWBIC. Buyer shall pay same at or prior to removal of the Items from the Parcel. Buyer must pay the Purchase Price on the Date of Removal (below).

3. **Removal and Delivery of Item.** City is not responsible for any removal or delivery of any Item sold or for any damage to any Item attributable to the removal or delivery. Buyer is solely responsible for removal of the Items from the Parcel and transportation of same to Buyer.

a. Date of removal of Items from the Parcel: June 6, 2013 between 8am and 4pm.

b. Removal shall be accomplished in the following manner: disconnect and remove all Items in a manner that avoids damage to the building.

c. All removals must be done in a manner to not cause damage to the Parcel or building. Buyer is responsible for restoring any damage caused to the Parcel or building attributable to removal or movement of the Items.

d. Buyer shall ensure that electricity is turned off prior to removal of any sold Items that may have or be connected to electricity.

4. **Finder.** WWBIC agrees that it's 50% share of the Purchase Price is the sole amount WWBIC is entitled to for bringing ARE to City regarding this transaction, and that City has no duty whatsoever to pay any amount to WWBIC if Buyer fails to pay the Purchase Price as required hereunder.

5. **Entry for Removal.** ARE and WWBIC shall enter the Parcel, at their sole risk, accompanied by a City representative to remove the Items from the Parcel. ARE and WWBIC respectively agree to indemnify, hold harmless and release City concerning any claim, demand, expense (collectively called a "**Claim**") associated with ARE's or WWBIC's entry onto the Parcel, including, but not limited to, any such Claim concerning personal injury associated with entry hereunder. ARE and WWBIC understand that the City acquired this Parcel by property-tax foreclosure and such parcels may suffer from serious neglect and may be in dangerous, unsafe and deteriorated condition. At unoccupied parcels, utilities have typically been turned off, meaning no heat, no electricity, and no running water. Conditions may be cold and dark in the interior of buildings, visibility may be poor, and restrooms will not be available. Plan on stairs and no ADA-compliance. There may be sharp objects, broken glass, building-code violations, conditions needing repair and/or replacement, lead-based paint, asbestos-containing materials, trip and fall dangers, structural defects, and other hazards. There may be scattered personal property, litter and debris. Nonetheless, ARE and WWBIC desire to enter on the terms and conditions herein.

6. **MCO 308-5.** City's sale of the Items is per Milwaukee Code of Ordinance 308-5.


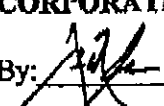
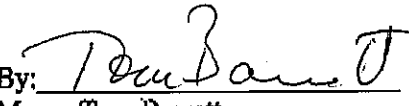
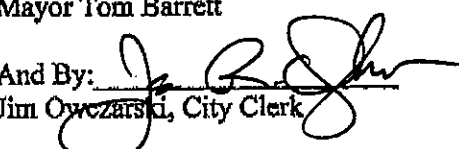
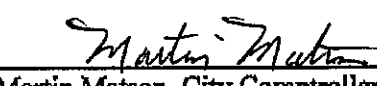
7. **Facsimile and Counterparts.** This agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. Facsimile or PDF signatures shall be accepted as originals.

8. **Amendment.** This agreement may only be amended by written instrument signed by the parties hereto.

9. **Contact Persons.** The parties' respective contact persons for purposes of this agreement are as follows.

CITY	ARE
<p>Matt Haessly City of Milwaukee, DCD 809 N. Broadway, 2<sup>nd</sup> Floor Milwaukee, WI 53202</p> <p>Ph 414-286-5736 Fax 414-286-0395</p> <p>E-mail: <a href="mailto:mhaess@milwaukee.gov">mhaess@milwaukee.gov</a></p>	<p>Eric Paneitz American Restaurant Equipment, Inc. 5312 W. Electric Avenue West Allis, WI 53219</p> <p>Ph 414-327-3188</p> <p>E-mail: <a href="mailto:americanrestaurant@ATT.net">americanrestaurant@ATT.net</a></p>
<p><b>WWBIC</b></p> <p>Jon Gaines VP – Business Services &amp; Finance Wisconsin Women’s Business Initiative Corporation 2745 N. Dr. MLK Drive Milwaukee, WI 53212</p> <p>Ph 414-263-5450 Fax: 414-263-5456</p> <p>E-mail: <a href="mailto:jon.gaines@wwbic.com">jon.gaines@wwbic.com</a></p>	

IN WITNESS WHEREOF, the parties caused this agreement to be entered into and executed as of the Effective Date specified above.

<p><b>BUYER ARE:</b>  <b>AMERICAN RESTAURANT  EQUIPMENT, INC.</b></p> <p>By: </p> <p>Name Printed: <u>Eric H Parcite</u></p> <p>Title: <u>owner</u></p>	<p><b>FINDER. WWBIC:</b>  <b>WISCONSIN WOMEN'S BUSINESS INITIATIVE  CORPORATION</b></p> <p>By: </p> <p>Name Printed: <u>JON GAINES</u></p> <p>Title: <u>VP. BUSINESS SVCS + FINANCE</u></p>
	<p><b>CITY: CITY OF MILWAUKEE</b></p> <p>By:   Mayor Tom Barrett</p> <p>And By:   Jim Owezenski, City Clerk</p> <p><b>COMPTROLLER</b></p> <p>  Martin Matson, City Comptroller <b>TD</b></p> <p>Council Resolution File No. 120871</p>

**CITY ATTORNEY'S OFFICE**

Approved as to Form and Execution

Dated

6/5/13

By

  
Assistant City Attorney