



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

April 18, 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 Consignment Sales Agreement between the City of Milwaukee and T. H. Stemper Company, Inc.

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



**T. H. STEMPER COMPANY, INC. & CITY
CONSIGNMENT SALES AGREEMENT
Gray's Academy**

(2-12-13, CAO 187320)

ORIGINAL

THIS CONSIGNMENT SALES AGREEMENT ("CSA") is dated as of February 12, 2013, 2013 (the "Effective Date"), and is made and entered into by and between T. H. STEMPER COMPANY, INC. ("Stemper") and THE CITY OF MILWAUKEE ("City"), for the covenants contained herein, and good and valuable consideration, receipt and sufficiency of which are acknowledged.

RECITALS

- A. City acquired by Wis. Stat. § 75.521 *in rem* property-tax foreclosure the real property (including land, buildings, improvements, fixtures, and rights and privileges appertaining thereto) (Wis. Stat. § 70.03) at 6618 N. Teutonia, Milwaukee (the "Parcel").
- B. City also acquired by August 25, 2011 express, written, abandonment, and by Wis. Stat. § 66.0139, all personal property at the Parcel (the "Personalty"). The Personalty has been abandoned and unclaimed for more than 30 days after possession of same by City.
- C. Stemper wishes to act as consignment agent ("Agent") for the items of Personalty and/or fixtures identified herein (the "Items") so the Items may be sold, per the terms hereof (including EXHIBIT A). City is willing to allow Stemper to act as consignment agent for the Items. All of the Items are within the chapel area of the Parcel.
- D. City enters this CSA per Milwaukee Code of Ordinances ("MCO") 308-5-1 and Common Council Resolution File No. 120871.
- E. Stemper authorized its signatories to sign this CSA and Stemper to enter same.

AGREEMENT

- 1. **Recitals Agreed To.** The recitals above are hereby agreed to.
- 2. **Agency; Items; Term of CSA.**
 - a. City hereby engages Stemper, and Stemper agrees to act, in good faith, and per the terms hereof, as agent for City to find buyers for the following Items at the Parcel, which buyers will buy within the following price ranges or at some other price acceptable to City. Stemper shall attempt to sell, if possible, at or near the high end of the range. Any purchase price for any Item must be acceptable to City (as consented to by City by City signing the "consent" portion of EXHIBIT A).

Item	Price Range
46 pews	\$50 to \$150 each
Communion rail	\$5,000 to \$15,000
Main altar	\$5,000 to \$20,000
Side altars facing congregation	\$2,000 to \$6,500 each
Side altars not facing congregation	\$500 to \$3,000 each
Hanging light fixtures above pews	\$100 to \$250 each
Vesting cabinet	\$100 to \$500
18 stained glass windows	\$25,000 to \$150,000 (for all 18).

b. Stemper has no authority to, and will not, sell or remove, or negotiate the sale or removal, from the Parcel of any other item of Personalty or fixture or other item of real or personal property, other than the Items listed in the table above.

c. Unless sooner terminated by City, the term of this CSA shall be from the Effective Date until midnight on **DECEMBER 31, 2013** (the “**End Date**”). Any Items not sold or not under a fully-signed sale agreement (**EXHIBIT A**) by the End Date shall not be subject to this CSA in any respect. The City may terminate this CSA at any time, for any reason, upon 30 days prior written notice to Stemper; and, if City sends such notice, then the End Date will be the expiration of the 30 days from the date of City’s notice to Stemper.

3. **Compensation for Agent.** Stemper’s sole fee and compensation for acting hereunder shall be 35% of the purchase price actually paid for each Item actually sold and paid for by a buyer. For example, if Stemper finds a buyer for one pew, and the City consents to a purchase price of \$100 for that one pew, and the buyer closes on the deal and pays, Stemper will collect the full \$100 from the buyer, Stemper will keep \$35, and Stemper will promptly remit to City the other \$65. Remittances to the City must be within 30 days of the date of sale. Stemper shall take sole risk of any insufficient fund or bounced or other defective check.

4. **Sales, Marketing and Other Costs.** City will not be responsible for any sales, advertising, marketing, removal or other costs associated directly or indirectly with the marketing, sale, removal or delivery of any Item.

5. **Removal and Delivery of Items.**

a. City is not responsible for any removal or delivery of any Item sold.

b. Any removal must be on terms and conditions meeting City’s reasonable approval and be specified in a fully-signed **EXHIBIT A** sale agreement, consented to by City.

c. No Item may be removed from the Parcel until sold and paid for.

d. All removals must be done in a manner to not cause damage to the Parcel or building. If an Item is damaged during removal, City is nonetheless entitled to its portion of the sale price.

e. Stemper shall ensure that electricity in the chapel area is turned off prior to removal of sold light fixture Items or any other item that may have or be connected to electrical service..

f. Stemper shall ensure that openings created by the removal of window Items that are sold are securely boarded up on terms and conditions meeting City's prior approval (and not at City's expense) in order to guard the building from the elements and intruders.

6. **Terms and Conditions of Individual Sales.** Individual sales of Items shall be on sale agreement forms attached hereto as **EXHIBIT A** signed by each of buyer and Stemper, and consented to by City as evidenced by City signature.

7. **Relic.** City believes there may be a saint relic in the main altar. Stemper shall investigate same by opening the small compartment in the altar in the presence of City's Matt Haessly. If there is a saint relic, Stemper shall turn same over to City (to Matt Haessly) prior to any sale of the altar, as City is not selling the relic.

8. **Entry.**

a. Entry into the Parcel by Stemper, or by any buyer or potential buyer shall be at the SOLE RISK of Stemper and each entrant, and Stemper shall inform each such entrant of such requirement prior to entry. City is not responsible for any injury to persons or property regarding any such entry. Stemper shall maintain in place during the term of this CSA, at Stemper's expense, insurance, meeting the minimum requirements in **EXHIBIT B**, naming City as an additional insured, and meeting City's prior approval, and provide a certificate of insurance to City evidencing such prior to entry.

b. Stemper shall indemnify and hold harmless City against loss, claim, damage, and liability related to entry and/or removal hereunder, to injury to persons or property regarding any such entry and/or removal hereunder, and/or to negligent or willful acts or omissions by Stemper.

c. City shall install a lockbox on the front door of the Parcel and provide Stemper with codes to access and operate the lockbox, which codes Stemper shall guard and keep confidential, and not share with any third party or buyer or potential buyer. When Stemper enters, and when Stemper brings any buyer or potential buyer to the Parcel, entry and access must be on a direct route from the front door of the building to the chapel area only. All other portions of the Parcel are off limits and shall not be entered. The premises are monitored by the City and its police department and there are surveillance cameras throughout the building – hidden and not hidden. Stemper shall be responsible for ensuring that the entrance to the Parcel is securely locked upon exiting the Parcel and that the key is restored to the secure lockbox.

9. **Successors and Assigns.** This CSA binds and inures to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, Stemper may not assign or transfer its rights or duties hereunder to another without City's prior written consent.

10. **Facsimile and Counterparts.** This CSA 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.


11. **Amendment.** This CSA may only be amended by written instrument signed by the parties hereto.

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

CITY	STEMPER
Matt Haessly City of Milwaukee, DCD 809 N. Broadway, 2 nd Floor Milwaukee, WI 53202 Ph 414-286-5736 Fax 414-286-0395 E-mail: mhaess@milwaukee.gov	Dan Stemper T. H. Stemper Company, Inc. 1125 E. Potter Avenue Milwaukee, WI 53207 Ph 414-744-3610 Fax 414-744-3269 E-mail: dan@stempers.com

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

CITY: THE CITY OF MILWAUKEE

By: 
Mayor Tom Barrett

And By: 
Jim Owczarski, City Clerk

COMPTROLLER


Martin Matson, City Comptroller (D)

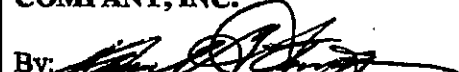
Council Resolution File No. 120871

CITY ATTORNEY APPROVAL

The undersigned hereby approves the signatures of the above City signatories per M.C.O. § 304-21.


Gregg Hagopian, Assistant City Attorney

STEMPER: T. H. STEMPER COMPANY, INC.

By: 
Daniel G. Stemper, President

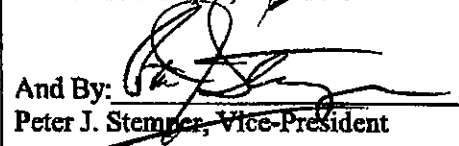
And By: 
Peter J. Stemper, Vice-President

EXHIBIT A

SALE AGREEMENT – ITEM AT 6618 N. TEUTONIA

THIS SALE AGREEMENT is dated as of _____, 2013 (the “Effective Date”), and is made and entered into by and between T. H. STEMPER COMPANY, INC. (“Stemper”) (as consignment agent for the CITY OF MILWAUKEE [“City”] as seller) and _____ (“Buyer”), for the covenants contained herein, and good and valuable consideration, receipt and sufficiency of which are acknowledged.

AGREEMENT

1. **Item; AS IS.** Buyer agrees to purchase from City and City (through Stemper as consignment agent) agrees to sell to Buyer the following item of personal property or fixture item (the “Item”) currently located at City’s building at 6618 N. Teutonia, Milwaukee (the “Parcel”), on an AS IS, WHERE IS BASIS, with no representations or warranties, express or implied.

Item description: _____.

2. **Purchase Price; Time of Payment.** Buyer agrees to pay Stemper \$ _____ (the “Purchase Price”) for the Item, in good funds, and Buyer shall pay same at or prior to removal of the Item from the Parcel.

Stemper, in turn, shall pay to City its percentage interest of the Purchase Price.

3. **Removal and Delivery of Item.** City is not responsible for any removal or delivery of any Item sold or for any damage to the Item attributable to the removal or delivery.

Removal and delivery of the Item shall be accomplished as follows, at the expense of _____.

- a. Date of removal of Item from the Parcel: _____.
- b. Removal shall be accomplished in the following manner: _____.
- c. Restoration of the Parcel shall be accomplished as follows:
- d. All removals must be done in a manner to not cause damage to the Parcel or building.
- e. Stemper shall ensure that electricity in the chapel area is turned off prior to removal of any sold light fixture Item or other Item that may have or be connected to electricity.
- f. Stemper shall ensure that openings created by the removal of window Items that are sold are securely boarded up on terms and conditions meeting City’s prior approval (and not at City’s expense) in order to secure the building from the elements and intruders.

g. Delivery of the Item (transportation of the Item to buyer) shall be accomplished (not at City's expense) as follows: _____.

4. **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.

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

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

CITY	STEMPER
<p>Matt Haessly City of Milwaukee, DCD 809 N. Broadway, 2nd Floor Milwaukee, WI 53202</p> <p>Ph 414-286-5736 Fax 414-286-0395</p> <p>E-mail: mhaess@milwaukee.gov</p>	<p>Dan Stemper T. H. Stemper Company, Inc. 1125 E. Potter Avenue Milwaukee, WI 53207</p> <p>Ph 414-744-3610 Fax 414-744-3269</p> <p>E-mail: dan@stempers.com</p>
<p>BUYER</p> <p>Person Name: _____</p> <p>Buyer address: _____ _____ _____</p> <p>Ph _____</p> <p>Fax _____</p> <p>E-mail: _____</p>	

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

<p>BUYER: _____</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>And By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p>	<p>STEMPER: T. H. STEMPER COMPANY, INC.</p> <p>By: _____</p> <p>Daniel G. Stemper, President</p>
	<p>CITY CONSENT</p> <p>City of Milwaukee hereby consents.</p> <p>_____</p> <p>Matt Haessly, City DCD, Per City-Stemper Consignment Sales Agreement.</p>

EXHIBIT B
CITY OF MILWAUKEE
Insurance Requirements - Right of Entry

Insurance certificates must be sent for inspection and approval prior to entry onto the Parcel to: Matt Haessly, Real Estate, Department of City Development, 809 North Broadway, 2nd Floor, Milwaukee, WI 53202-3617 or by facsimile to (414) 286-0395 or e-mail to mhaess@milwaukee.gov.

<u>TYPE OF INSURANCE</u>	<u>LIMITS</u>
<u>Workers' Compensation</u>	Statutory limits
<u>Employers Liability</u>	
Bodily Injury by Accident	Each Accident \$100,000
Bodily Injury by Disease	Each Employee \$100,000
	Policy Limit \$500,000
 <u>Public Liability</u>	
A Comprehensive General or Commercial General Insuring Agreement that provides:	
<u>*Occurrence Coverage*</u>	
Premises/Operations Protection	
Products Completed Operations Protection	
Independent Contractors (owners, contractors protective coverage)	
Contractual Liability for Risks Assumed to this agreement	
 NOTE: If claims made coverage is provided, the policy must be amended so all protected occurrences are covered regardless of when the claim is made.	
 Bodily Injury/Property Damage	Each occurrence \$1,000,000
	General occurrence \$1,000,000
	Products/completed operation aggregate \$2,000,000
 <u>Automobile</u>	
Business Auto Policy that provides:	
Liability coverage for all owned, non-owned and hired vehicles	
Sudden and Accidental Pollution Coverage	
Provide MCS-90 Endorsement when applicable in accordance with the Motor Carrier Act of 1980	
Bodily Injury/Property Damage	Each accident \$1,000,000

THE CITY OF MILWAUKEE MUST BE NAMED AS ADDITIONAL INSURED PARTY ON THE POLICY.

Stemper shall provide DCD with Certificates of Insurance evidencing the above-referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. DCD shall be named as an additional insured with respect to liability coverage, except for the Professional Liability. DCD shall be given 30 days notice in advance of cancellation, non-renewal, or material change in any insurance coverage. Failure to provide the insurance required shall permit DCD to terminate Stemper's Contract.

In addition, a notarized Affidavit of No Interest (**EXHIBIT C**) form must be completed and signed by the insurance agent who issued the Certificate of Insurance and submitted with the Certificate of Insurance, stating that no officer, official or employee of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance certificate.

Stemper shall not permit the coverage to lapse and shall furnish evidence of coverage to DCD.

The certificate holder shall be noted as:

Department of City Development of the City of Milwaukee
809 N. Broadway, Attn: Purchasing/Contract Services
Milwaukee, WI 53202

EXHIBIT C

TO BE ATTACHED TO THE INSURANCE CERTIFICATE

AFFIDAVIT

STATE OF WISCONSIN]
MILWAUKEE COUNTY] SS

Dirk Mlachnik, being first duly sworn, on oath deposes and says that he/she is the agent of the West Bend Mutual Ins Co., insurer, on the attached certificate issued to T.H. Stemper Co. Inc.

Affiant further deposes and says that no officer, official or employee of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance certificate.


(Signature)

Subscribed and sworn to before me
this 15 day of Feb., 2013
Karen Berkey
Notary Public, Milwaukee County, Wis.
My commission expires 6/2/15



