



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

August 1, 2019

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

Dear Mr. Owczarski:

Enclosed is a copy of the fully executed copy of Amendment No. 5 for the Consignment Sales Agreement between T.H. Stemper, Inc. and the City of Milwaukee.

This document was executed pursuant to Milwaukee cod 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
AMENDMENT NO. 5 to
CONSIGNMENT SALES AGREEMENT
Gray's Academy

THIS IS AMENDMENT NO. 5 (the "Amendment") to the February 12, 2013 CONSIGNMENT SALES AGREEMENT ("CSA") between T. H. STEMPER COMPANY, INC. ("Stemper") and THE CITY OF MILWAUKEE ("City"). This Amendment is dated and effective as of July 1, 2019, and is for the covenants contained herein, and good and valuable consideration, receipt and sufficiency of which are acknowledged. CSA as used herein includes that document as amended by Amendment No. 1 dated 2/28/2014, Amendment No. 2 dated 3/7/2015, Amendment No. 3 dated 3/2/2016, and Amendment No. 4 dated 1/1/2017.


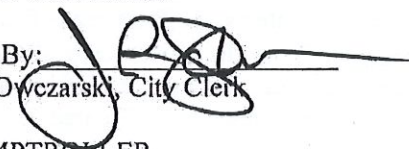
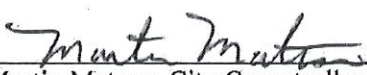
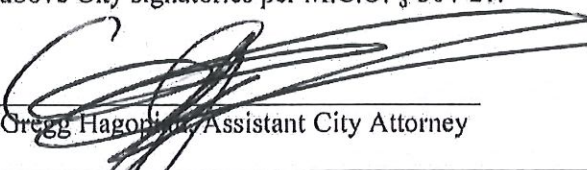
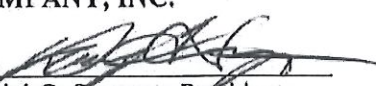
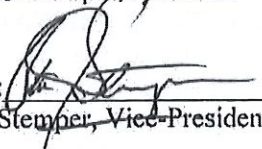
RECITALS

- A. Under the CSA, City engaged Stemper as consignment agent to sell certain personal property ("Personalty") and fixtures at 6618 N. Teutonia, Milwaukee (the "Parcel"). The CSA, as amended by Amendment No.'s 1, 2, 3 and 4 would have expired as of June 30, 2019.
- B. City and Stemper enter this Amendment for the purposes stated herein, per Milwaukee Code of Ordinances 308-5-1 and Common Council Resolution File No. 120871.
- C. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them under the CSA. The CSA as amended hereby is referred to herein as the CSA.

AGREEMENT

1. **Recitals Agreed To.** The recitals above are hereby agreed to.
2. **Term of CSA.** The Term of the CSA and "End Date" is hereby extended to 5 PM on December, 31, 2019.
3. **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.
4. **Other Provisions Unaffected.** Except as expressly amended hereby (and by previous written amendments), the CSA and all its other terms and conditions, remain in full force and effect.

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

<p>CITY: THE CITY OF MILWAUKEE</p> <p>By:  Mayor Tom Barrett</p> <p>And By:  Jim Ovczarski, City Clerk</p> <p>COMPROLLER</p> <p> Martin Matson, City Comptroller <i>clw</i></p> <p>Council Resolution File No. 120871. MCO 308-5-1.</p> <p>CITY ATTORNEY APPROVAL</p> <p>The undersigned hereby approves the signatures of the above City signatories per M.C.O. § 304-21.</p> <p> Gregg Hagopian, Assistant City Attorney</p>	<p>STEMPER: T. H. STEMPER COMPANY, INC.</p> <p>By:  Daniel G. Stemper, President</p> <p>And By:  Peter J. Stemper, Vice-President</p>
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