



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 7, 2015

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. 2 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



ORIGINAL

T. H. STEMPER COMPANY, INC. & CITY
AMENDMENT NO. 2
CONSIGNMENT SALES AGREEMENT
Gray's Academy

(3-07-15, CAO 200791)

THIS IS AMENDMENT NO. 2 (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 March 19, 2014, and is for the covenants contained herein, and good and valuable consideration, receipt and sufficiency of which are acknowledged.

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 by its terms expired as of December 31, 2013 and as of March 7, 2015 in accordance with Amendment No. 1
- B. City and Stemper enter this Amendment for the purposes stated herein.
- 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 March 7, 2016.
3. Additional Items. The following Items are hereby added to permissible Items for Stemper to find buyers for, under the terms of the CSA, as hereby amended.
 - Porcelain holy water wall mounts.
4. 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.
5. Other Provisions Unaffected. Except as expressly amended hereby, 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.

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CITY: THE CITY OF MILWAUKEE

By: Tom Barrett
Mayor Tom Barrett

And By: Jim Owczarski
Jim Owczarski, City Clerk

COMPTROLLER

Martin Matson
for Martin Matson, City Comptroller TD

Council Resolution File No. 120871. MCO 308-5-1.

CITY ATTORNEY APPROVAL

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

Kathryn Z. Biolk
~~Gregg Hagopian~~ Assistant City Attorney
Kathryn Z. Biolk EB

STEMPER: T. H. STEMPER
COMPANY, INC.

By: _____
Daniel G. Stemper, President

And By: _____
Peter J. Stemper, Vice-President

CITY: THE CITY OF MILWAUKEE

By: _____
Mayor Tom Barrett

And By: _____
Jim Owczarski, City Clerk

COMPTROLLER

Martin Matson, City Comptroller

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Gregg Hagopian, Assistant City Attorney

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