

**FONDY MARKET LEASE**  
**FONDY FOOD CENTER, INC.**  
(CAO 223521, GH 12-14-2015)

This Lease: is by and between the CITY OF MILWAUKEE (“**City**”), as landlord, and FONDY FOOD CENTER, INC., a Wisconsin nonprofit corporation (“**Fondy**” or “**Tenant**”), as tenant; is dated as of **JANUARY 1, 2016** (the “**Effective Date**”); and is for good and valuable consideration, receipt and sufficiency of which are agreed to.

**RECITALS**

**A.** City owns 2200 West Fond Du Lac Avenue, Milwaukee, Wisconsin, Tax Key No. 325-0543-110 (the “**Parcel**”). A map showing the Parcel (the “**Map**”) is attached hereto as **EXHIBIT A**.

**B. EXHIBIT A** shows that part of the Parcel is depicted as the “**Fondy Premises**.”

**C.** City currently leases the Fondy Premises and *additional lands* to Fondy per a June 19, 2001 “Fondy Food Center Lease” (the “**2001 Lease**”).

**D.** Fondy is currently in breach under the 2001 Lease. The City sent a March 20, 2015 notice of default to Fondy, and the City and Fondy met about Fondy defaults. Fondy acknowledges: that Fondy had allowed significant water bills to accrue and code violations to exist; that neighbors had complained about noise, litter, and unsightly appearance; and that Fondy did not construct improvements as required by the 2001 Lease. Fondy also acknowledges that City, with no obligation to do so, **(i)** has or will pay water charges, delinquent as of the date hereof, that Fondy should have paid (which charges are also “special charges” on the 2014 tax bill for the Parcel), and **(ii)** has or will make repairs as outlined on **EXHIBIT B** that Fondy should have made.

**E.** City and Fondy want to terminate the 2001 Lease in all respects, including all of Fondy’s right, title, and interest thereunder, and they want this Lease to instead be the lease between them. This Lease is only for the Fondy Premises. Fondy has no lease interest in any lands other than the Fondy Premises. The Fondy Premises do not include the fenced in area to the northwest of the Fondy Premises.

**AGREEMENT**

**1. Recitals.** The recitals above are hereby accepted and agreed to.

**2. 2001 Lease Terminated.** The 2001 Lease is, in all respects, terminated. It is no longer in force or of any effect.

**3. Lease; AS IS.** City, as landlord, hereby leases the Fondy Premises to Fondy, as Tenant, on the terms and conditions contained herein, and on an AS-IS, WHERE-IS basis, with all faults and defects, known or unknown.

4. **Use; Compliance with Laws.** Fondy may ONLY use the Fondy Premises for the following Fondy and Fondy-supervised purposes:

- an outdoor, open-air farmers market
- classes, seminars, and exhibitions regarding: health; healthy diet; food preparation; gardening; nutrition; and employment opportunities associated with food and nutrition and culinary arts
- community-based and oriented activities with prior City Department of City Development (“DCD”) consent

Such uses must, however, be in compliance with applicable federal, state, and local law, and with the Rules set forth below, and may not be changed without the prior written consent of City DCD.

5. **Term.** This is a 3-year lease, the term of which (i) commences on the Effective Date of January 1, 2016, and (ii) expires and terminates at 5 p.m. on December 31, 2018 (the “Term”). The Term and this Lease, however, are subject to sooner termination per Section 19 below.

On or before the expiration of the Term, if City has not terminated the Lease per Section 19 below, City and Fondy may agree to extension of the Term beyond December 31, 2018 by written amendment to this Lease meeting the requirements of Section 31 below (the amendment must be signed by both parties), which amendment shall also address rent during the period of any agreed-upon extension. If there is no such written amendment signed by both parties regarding extension and rent during the extension, then the Term shall not be extended.

6. **Rent.**

A. Fondy shall pay City “Rent” on a monthly basis, according to the following schedule.

Start Date	End Date	Monthly Rent Amount
January 1, 2016	December 31, 2016	\$300.00
January 1, 2017	December 31, 2017	\$400.00
January 1, 2018	December 31, 2018	\$500.00

B. Rent payments are due on the 1<sup>st</sup> day of each month, and must be received by City DCD no later than the 5th day of the month. Rent shall be paid by check or money order (with name and address), in good funds, payable to the Redevelopment Authority of the City of Milwaukee (RACM), and shall be mailed or hand-delivered to:

RACM, Attn: Property Manager  
809 North Broadway – 2<sup>nd</sup> Floor  
Milwaukee, WI 53202-3617.

**7. Compliance with Laws and Regulations; Permits.**

**A. Laws.** Fondy shall, at its sole cost and expense, comply with, and cause anyone claiming by, through, or under Fondy (including farmers market vendors) ("**FM Vendors**"), to comply with all applicable federal, state and local laws, now or hereafter enacted, including those applicable to its respective use, occupancy, repair, and/or existence at, the Fondy Premises.

**B. Permits.** Fondy, and anyone claiming by, through, or under Fondy (including FM Vendors) must obtain applicable, requisite governmental permits and licenses concerning occupancy and activities at, and use of, the Fondy Premises.

**C. Contaminants.** Fondy shall not, and it shall prohibit anyone claiming by, through, or under Fondy, including FM Vendors, store, use, discharge or dispose of any hazardous or toxic substances, pollutants or contaminants ("**Contaminants**") on the Fondy Premises other than conventional household items such as cleaning materials which must nonetheless be stored, used, discharged, and disposed of in compliance with applicable federal, state, and local laws, rules, and regulations. Fondy must obtain City's prior written approval before conducting any environmental testing or investigation on or at the Fondy Premises.

**8. Fondy's Covenant to Operate; City Rules; FM Vendors.** Fondy covenants to operate on the Fondy Premises during the Term, a seasonal outdoor farmers market (see the "use" paragraph above). Without affecting or abridging any of Fondy's other duties in this Lease, Fondy will abide by and conform to all rules and regulations from time to time adopted or prescribed by City for the use, operation, and/or management of the Fondy Premise (the "**Rules**") which initial Rules are as follows:

**A.** Operate an open-air green market (i.e. a farmers market) at the Fondy Premises as per the table immediately below.

Period	Min. Number Days per Week to Operate Farmers Market	Hours
May 15 to June 15	At least 1 day per week	At least 10 A.M. to 3:30 P.M.
June 15 to October 30	At least 4 days per week	At least 10 A.M. to 3:30 P.M.
October 31 to May 14	Optional	Optional

**B.** Recruit at least 20 local growers (FM Vendors) to sell Wisconsin-grown produce at the open-air market. Recruitment of additional FM Vendors is permissible.

**C.** Set and collect rental fees for FM Vendors occupying market stalls and spaces. Such occupancy shall be pursuant to written stall agreements between Fondy and the FM Vendors.

**D.** Assign stalls and spaces to individual FM Vendors, and have individual written stall agreements between Fondy and each FM Vendor regarding the FM Vendor use and occupancy. *Those stall agreements are subject to, and subordinate to, the terms and conditions of this Lease.* Fondy shall supervise FM Vendors activities at the Fondy Premises to ensure compliance with

applicable Rules and with the written stall agreements. *Fondy shall provide to each FM Vendor a copy of this Lease.*

**E.** By May 1 of each year, supply a list of FM Vendors who require Health Department licenses to the City's Health Department's Consumer Protection Division.

**F.** By April 1 of each year, meet with all FM Vendors to review Rules for the Fondy Premises. Prior to any new FM Vendor doing business at the Fondy Premises, Fondy shall review the Rules with that FM Vendor if that FM Vendor did not get a Rule review by Fondy along with the other FM Vendors.

**G.** By November 1 of each year, submit a written report to the City DCD Property Manager: **(i)** detailing the results of the year's market operations from January 1 through October 30th; **(ii)** identifying each FM Vendor who occupied any part of the Fondy Premises during the preceding January 1 through October 30<sup>th</sup>, and the specific space or stall each FM Vendor occupied, and the amount of sub-rent that each FM Vendor paid to Fondy; and **(iv)** listing the classes, seminars and exhibitions and community-based activities that took place at the Fondy Premises during the January 1 through October 30<sup>th</sup> period. Upon request by the City DCD Property Manager, the Fondy Executive Director shall appear before the City Common Council or its Committee(s) to provide additional information regarding Fondy, its operations, and its written report.

**H.** By July 15 of each year, tour the market with the City DCD Property Manager.

**I.** Fondy shall provide security at the site during market days.

**J.** At least 4 times per year, provide seminars open to the public, on a free (no-charge) basis (donations, however, may be solicited by Fondy but shall not be required) on health, or nutrition, or youth and senior citizen gardening, or food preparation.

**K.** No long-term parking of vehicles on-site to amount to storage.

**L.** No amplified sound prior to 10:45 A.M. or after 8:00 P.M.

**M.** Restrooms at the Fondy Premises shall remain locked during periods when the farmer market is not in operation.

## **9. Maintenance & Repair.**

**A.** With the exception of those matters listed on **EXHIBIT B** that City will undertake, Fondy shall be solely responsible for day-to-day repair and maintenance of the Fondy Premises and all improvements located thereon. Fondy shall provide prior written notice to City of any repair or maintenance work that is estimated to cost \$2,000 or more, or that may affect the structure or appearance of any building at the Fondy Premises, or that may require excavation, and obtain City's prior written approval before undertaking any such repair or maintenance work. Any maintenance or repair must be done with required permits obtained by Fondy at its expense.

**B.** City is responsible for major, nonroutine, capital and structural repair, not necessitated by act or omission of Fondy or those claiming by, through, or under Fondy (including FM Vendors).

**C.** Fondy is responsible for all trash pickup and garbage removal.

**D.** Fondy is responsible for care and maintenance of landscaping and vegetation on the Fondy Premises, and in the public right-of-way area and the area between the sidewalk and the Fondy Premises. This includes mowing and weed removal.

**E.** Fondy is responsible for remediating any Contaminants or environmental pollution on the Fondy Premises that are caused by, or attributable, directly or indirectly, to Fondy or to any person or entity using, occupying, or existing at, the Fondy Premises by, through, or under Fondy (including FM Vendors).

**F.** Fondy is responsible for repairing any damage to the Fondy Premises caused by, or attributable, directly or indirectly, to Fondy or to any person or entity claiming by, through, or under Fondy (including FM Vendors).

**G.** Fondy shall sweep the Fondy Premises at the close of each day, and as needed throughout the week.

**H.** Fondy shall remove paper and trash from the Fondy Premises on a daily basis, and from the parking lot, loading dock, and sidewalks and market periphery as needed.

**I.** Fondy shall remove snow and ice from the entire width of the sidewalks that adjoin the market, from all in-use interior walkways and pedestrian areas, and from the in-use parking lots and driveways at the Fondy Premises. Fondy shall sand or salt those areas as needed.

**J.** Fondy shall remove graffiti from the Fondy Premises upon the sooner of **(i)** 5 working days, or **(ii)** any time period ordered or directed by the City DNS. See MCO 275-35, Graffiti Abatement.

**10. Utilities.** Fondy is solely responsible for the cost of all utility service provided to or associated with the Fondy Premises, including sewer, water, gas, electric, telephone, cable, trash pickup, internet service, etc. Fondy shall provide prompt written notice to the City DCD Property Manager of any extraordinary utility bill, of any delinquent utility bill, and of any sewer, water, gas, or electric facility or component suspected of needing repair of \$2,000 or more (see Section 9.A.)

**11. Taxes, Assessments.**

**A.** To the extent it is not entitled to exemption under state law, Fondy shall pay all taxes, assessments, and charges levied or assessed upon its personal property and trade fixtures on, or at, the Fondy Premises.

**B.** Fondy shall also be responsible for, and pay, any special charge, special assessment, or special tax, that may be levied against the Fondy Premises at any time during the Term,

concerning which the expense item is attributable to Fondy duties hereunder or to Fondy's acts or omissions.

C. The Fondy Premises are currently exempt from general property taxes under Wis. Stat. 70.11(2) (as that statute currently exists and as it has been interpreted) in that now, and hereafter, such land and buildings shall constitute property owned by the City of Milwaukee. The foregoing, however, is subject to any change in the law (or in the Wisconsin Property Assessment Manual) which may hereafter develop or take place. If the land and buildings at the Fondy Premises subsequently become subject to general property taxes during the Term hereof, Fondy shall be responsible for, and timely pay, such taxes, with the understanding that Fondy may dispute such by following the procedure set forth in Wis. Stat. 74.35(2m).

**12. Damage Repair.** Fondy is responsible for repair of damage to the Fondy Premises caused by, or attributable to, willful or negligent acts or omissions by Fondy, or anyone claiming by, through, or under Fondy, including FM Vendors, invitees and Fondy customers.

**13. Alterations; Improvements.** Fondy may not alter or improve the Fondy Premises without City's prior written consent. Any such alteration or improvement must be in accordance with plans and specifications approved by City.

**14. Insurance.** Fondy, at its expense, must maintain in place during this Lease insurance meeting City's prior approval, and meeting the requirements and minimum coverages outlined in **EXHIBIT C** attached. Fondy must provide CITY with evidence of insurance in the form of a certificate of insurance, meeting the **EXHIBIT C** requirements. The certificate must show Fondy as the insured, and City as a certificate holder and additional insured. CITY must be afforded prior written notice prior to cancellation or change in coverage or nonrenewal. To the extent triggered, coverage shall include a waiver of subrogation in favor of City.

**15. Indemnity; Hold Harmless.** Fondy shall indemnify and hold City harmless from and against claim, expense, damage, or liability to the extent caused by or attributable to the willful or negligent acts or omissions **(i)** of Fondy, its employees, agents or contractors, or **(ii)** of those claiming by, through or under Fondy, including FM Vendors, or **(iii)** of any invitee. City however waives right of recovery against Fondy only to the extent City actually receives payment as a result of any insurance carried by Fondy.

**16. City Access, Inspections, Keys.**

A. City may enter the Fondy Premises to inspect same, and to show the Fondy Premises to potential buyers and/or other third parties. City shall not during such entries, interfere with Fondy's use and occupancy.

B. Without altering any Fondy duty hereunder, City also reserves the right to enter in case of threat or danger to human safety and if City believes entry is necessary to preserve or protect the Fondy Premises. Wis. Stat. 704.05(2). Nothing contained herein restricts or limits City entry under City police powers, including entry by police, fire, building inspector, and health inspector personnel.

C. Fondy shall provide to City a duplicate key and access codes for all entry locks and security systems at the Fondy Premises, including FM Vendor space and office space.

**17. No Assignment; No Subletting.** With the exception of written stall agreements between Fondy as sublandlord and FM Vendors as subtenants for FM Vendors to be able to vend at the open farmers market, Fondy may not convey, transfer, assign or sublet this Lease, any right of Fondy hereunder, or any interest in and to the Fondy Premises without City's prior written approval. *Any FM Vendor sublease shall be subject and subordinate hereto in all respects, and shall be limited to the particular farmer's market season.*

**18. Breach; 893.80.**

A. Fondy is in breach if Fondy fails to perform Fondy's obligations under this Lease as required, or if Fondy commits waste.

B. Without affecting any City termination right herein, in the event of Fondy breach, City may provide written notice of breach to Fondy demanding cure and compliance with this Lease.

C. In the event of breach, the non-breaching party shall have all rights and remedies at law and in equity against the breaching party.

D. Wisconsin law applies.

E. City reserves all rights at law and in equity, including, but not limited to, all rights under Wis. Stat. 893.80.

**19. Termination.**

A. Notwithstanding the Term of this Lease, or anything else to the contrary contained herein, City may terminate this Lease for *any reason* upon 90 days advance written notice provided to Fondy.

B. City reserves the right to terminate on less than 90-days advance written notice as allowed by Wis. Stat. Ch. 704.

C. City may, per Wis. Stat. 704.17, terminate on less than 28 days notice for Fondy failure to pay rent, or Fondy breach of Lease, or if Fondy commits waste, or per 704.19 (2)(a)2, if Fondy surrenders the Fondy Premises. If Fondy fails to conduct farmers market operations at the Fondy Premises during the periods required by the Rules, and without City approval, City may, in its discretion, deem that Fondy has surrendered and abandoned the Fondy Premises. And, under Wis. Stat. 704.19 (2)(a)1, the parties agree that City may terminate this Lease on less than 28 days notice if City determines the Fondy Premises are unsafe for occupants.

D. By providing 28 days advance written notice to the other party prior to the end of the then-current Term, either Fondy or City may elect not to renew this Lease for the following year, in which case the Lease shall terminate as of midnight on the last day of the then current Term.

E. Nothing contained herein affects City other rights under law, including, but not limited to: City building-inspection rights; rights under MCO 200-11-5 and 200-12.5 to placard and order the closing and discontinuation of occupancy of unsafe structures and units; the right to terminate under Wis. Stat. 704.17 (1)(c) after notice from law enforcement of an 823.113 nuisance regarding controlled substances or criminal gangs; City rights under Wis. Stat. 704.27 to recover against Fondy if Fondy remains in possession without City's consent after Lease expiration or termination; and City rights under Wis. Stat. 799.40 regarding past due rent and eviction.

F. Any termination of this Lease also automatically terminates any stall agreement of any FM Vendor.

G. If all or a substantial part of the Fondy Premises shall become damaged or destroyed by fire, earthquake, wind, tornado, or other such similar force or event, City may terminate this Lease upon written notice to Fondy.

## **20. Departure At Termination; Key Return; Personal Property.**

A. Upon Lease termination, Fondy must: vacate the Fondy Premises; remove all Fondy personal property and fixtures; remove all vehicles from the Fondy Premises; cause any FM Vendor to vacate and remove all FM Vendor personal property and fixtures; repair any damage attributable to Fondy, FM Vendors or occupants, or to customers or invitees; repair any damage attributable to departure, or move-out, or removal required hereunder; and leave the Fondy Premises in broom-clean condition.

B. Unless agreed to in writing by City, Fondy shall not remove, or allow to be removed, any other fixtures or attached equipment, including, but not limited to, lighting, plumbing or HVAC fixtures.

C. Per Wis. Stat. 704.05 (5)(bf), this is notice to Fondy that City does not intend to store personal property left behind by Fondy or by any FM Vendor or others. Per Wis. Stat. 704.05 (5)(a)1, if Fondy, FM Vendors or others remove from the Fondy Premises and leave personal property, City may presume that such personal property is abandoned and City may dispose of same in any manner that City, in its sole discretion, determines appropriate. Wis. Stat. 704.05. MCO 308-5. If Fondy, FM Vendors, or others leave behind a "manufactured home," a "mobile home," or a "titled vehicle" as defined in Wis. Stat. 704.05 (b)1, prior to disposing of same, City will give notice of intent to dispose per Wis. Stat. 704.05 (b)(2).

D. Upon Lease termination, Fondy shall provide City with all keys to the Fondy Premises.

## **21. Smoke & Carbon-Monoxide Detectors; Fire Suppression.** Fondy agrees that the Fondy Premises are not, and do not contain, a "residential building"<sup>1</sup> as defined in either Wis. Stat.

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<sup>1</sup> "Residential building" under 101.145 (1)(a) is "any public building which is used for sleeping or lodging purposes and includes any apartment house, rooming house, hotel, children's home, community-based residential facility or dormitory but does not include a hospital or nursing home." Under 101.149 (1)(b) it is "a tourist rooming house, a bed and breakfast establishment, or any public building that is used for sleeping or lodging purposes" but does not include a hospital or nursing home.

101.145 or 101.149. Fondy shall supply and maintain, and be responsible for, properly functioning smoke and carbon monoxide detectors in the Fondy Premises, and fire suppression equipment as required by law, including fire extinguishers. Fondy agrees to test all detectors at least monthly. Fondy shall abide by all required fire inspections.

**22. Lead-Based Paint Risk.** Structures, especially those built before 1978, may contain lead-based paint. Lead from paint, paint chips, and dust, may pose health hazards if not properly managed. Exposure to lead may be harmful – especially to children and pregnant women. Fondy shall adopt lead-safe practices.

**23. Notices.** Notices required or desired to be given by one party to another party under this Lease shall be in writing and shall be: **(i)** delivered personally; **(ii)** sent by e-mail, provided any e-mail is sent during any Monday through Friday that Milwaukee's City Hall is open for business, and is sent during the hours between 8:30 A.M. and 4:30 P.M., and is sent successfully (for example, no error or inability to send message is generated as a result of any such e-mail sent); **(iii)** sent by commercial overnight courier service, prepaid; or **(iv)** sent by United States mail, postage prepaid; and, notices shall be addressed and given as follows, provided that recipient address information (such as change in e-mail address, or contact person) may, from time to time, be changed by notice duly sent hereunder:

If to CITY:	If to FONDY:
<p>Deborah McCollum-Gathing Property Manager Department of City Development 809 North Broadway, 2<sup>nd</sup> Floor Milwaukee, WI 53202 Telephone: (414) 286-5759</p> <p>E-mail: <a href="mailto:dmccol@milwaukee.gov">dmccol@milwaukee.gov</a></p> <p>With a copy to:</p> <p>Amy Turim Department of City Development 809 North Broadway, 2<sup>nd</sup> Floor Milwaukee, WI 53202 Telephone: (414) 286-5732</p> <p>Email: <a href="mailto:aturim@milwaukee.gov">aturim@milwaukee.gov</a></p>	<p>Young Kim Fondy Food Center 1617 W. North Avenue, Suite 4 Milwaukee, WI 53205 Telephone: (414) 562-2282</p> <p>E-mail: <a href="mailto:young@fondymarket.org">young@fondymarket.org</a></p>

**24. City Property Manager.** When City or City DCD consent is required hereunder it shall be sought from the City Property Manager.

**25. Public Records.** Fondy acknowledges that City is subject to Wisconsin public records law. See Wis. Stat. Chapter 19, Subchapter II. This document, and certain documents produced or

required hereunder (including but not limited to written stall agreements), is or may be subject to the public records law. Fondy shall assist the City in retaining and producing records subject to the Wisconsin Public Records Law. Fondy failure to do so shall constitute breach of this Lease, concerning which Fondy must indemnify and hold the City harmless. If City receives a public records request for any such document, Fondy agrees to cooperate with City so that records required to be produced may be produced.

**26. Signage; Brochures.** Fondy shall obtain City DCD's prior written approval before installing signage at the Fondy Premises (in addition to obtaining any permit that may be required to install such signage). Fondy agrees to include on any of its brochures advertising Fondy's operations or programs at the Premises evidence of City ownership of the Fondy Premises.

**27. Annual Financial Audit.** Fondy's fiscal year ends October 31st of each year.

**A. Fondy Audited Financial Statements.** Fondy shall promptly, and in any event prior to November 30 of each year, provide to City copies of Fondy annual audited financial statements for any year in which this Agreement is in effect.

**B. Fondy Records.** Fondy shall keep accurate, full and complete records regarding activities under this Lease ("**Records**"), including FM Vendor stall agreements, records of expenditures for repair and maintenance, and records of farmers market operations.

**C. City Audits, Inspections.** At any time during normal business hours, and upon reasonable notice, Fondy shall make available to the City (and to its representatives, agents, and auditors) (such others are for purposes of this section also called "City") for examination the Records, and Fondy shall permit the City to audit, examine, and make copies, excerpts or transcripts from such Records.

**28. Neighbor Complaints.** If City DCD or Fondy receive neighbor complaints about Fondy, a FM Vendor, the Fondy Premises, failure to maintain or repair, noise, the farmers market, or activities conducted at the Fondy Premises, the receiving party shall provide written notice of such to the other party, and Fondy shall provide a prompt written response to DCD in writing, by email, regarding Fondy's position concerning the complaint and steps to resolve same. City may require that Fondy meet personally with the complainant or that Fondy provide a written response to the complainant.

**29. Counterparts.** This Lease may be signed in one or more counterparts, each of which, when taken together, shall be construed as one and the same document. Facsimile and/or PDF signatures shall be accepted as originals.

**30. Severability.** Per Wis. Stat. 704.02, the provisions of this Lease are severable such that the invalidity or unenforceability of a provision does not affect other provisions of the Lease.

**31. Entire Agreement; Amendments.** Fondy has no other interest in the Fondy Premises except as a Tenant under this Lease. This Lease is the entire agreement between the parties with respect to

the subject matter herein and all oral statements are of no effect. This Lease may only be amended by written document signed by both CITY and Fondy.

**32. Captions.** The captions in this Lease are for convenience and reference, and in no way define or limit the scope or intent of the various provisions, terms, or conditions hereof.

**33. Non-Discrimination.** Fondy hereby agrees that in its use of the Fondy Premises and in its activities undertaken thereat, Fondy shall not discriminate, or permit discrimination or restriction on the basis of race, sexual orientation, creed, national origin or identity, color, gender, religion, marital status, age, or handicap.

IN WITNESS WHEREOF, CITY and Fondy enter this Lease as of the Effective Date specified above.

<b>CITY: THE CITY OF MILWAUKEE</b>  By: _____ Mayor Tom Barrett  <b>CITY CLERK</b>  _____ James R. Owczarski, City Clerk  <b>COUNTERSIGNED</b>  _____ Martin Matson, City Comptroller  <b>CITY ATTORNEY APPROVAL (MCO 304-21)</b>  _____ Gregg Hagopian, Asst. City Attorney  City Common Council Res. No. 151305	<b>FONDY: FONDY FOOD CENTER, INC.</b>  By: _____  Name Printed: _____  Title: _____  By: _____  Name Printed: _____  Title: _____
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1050-2015-2077:223521

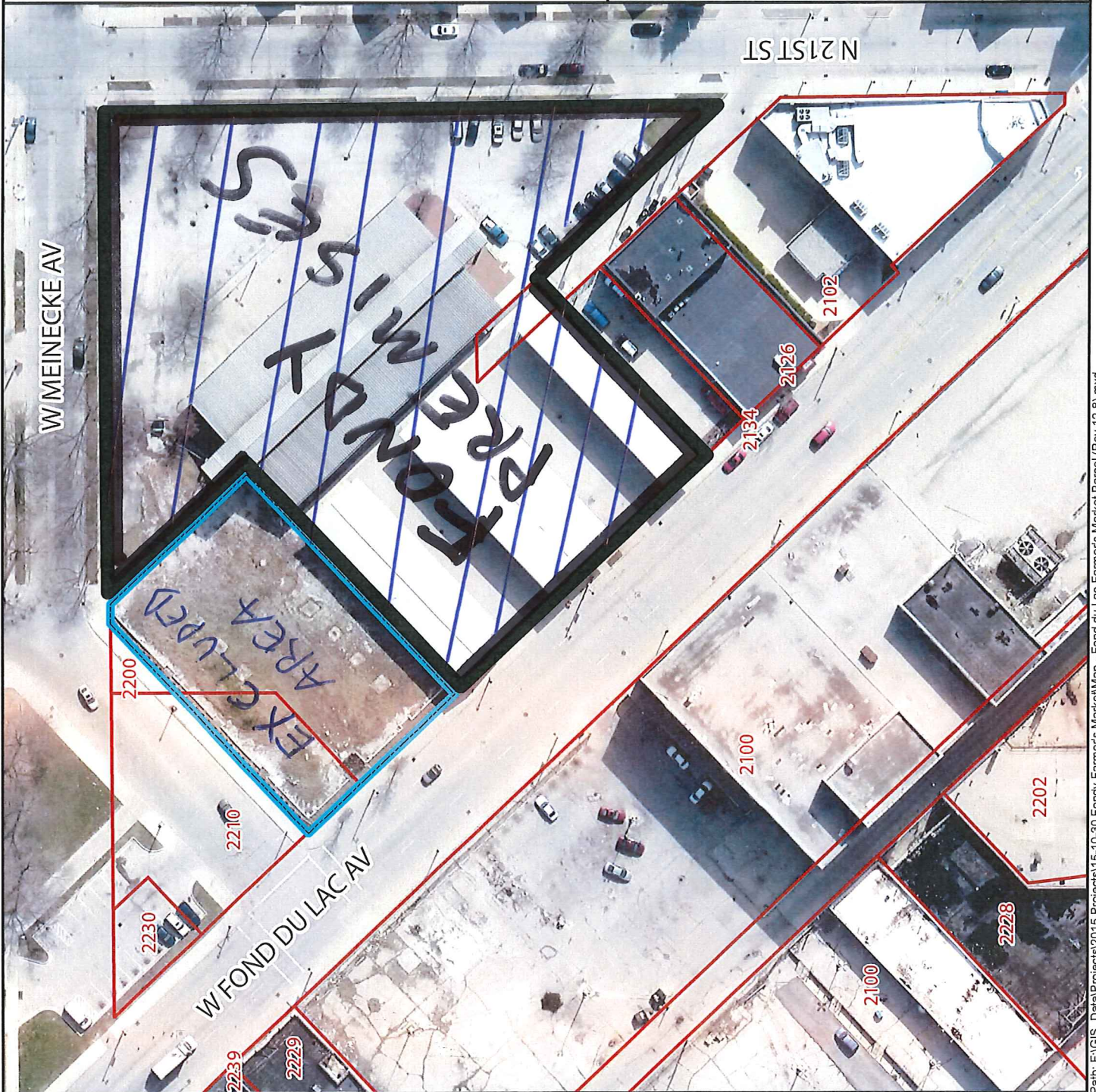
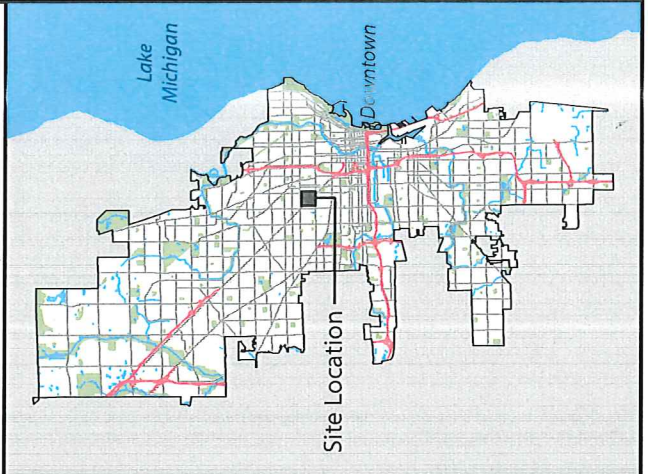
EX. A

# EXHIBIT A

PARCEL, FONDY PREMISES



Prepared by the Department of City Development  
Planning Division, 12/8/2015  
Source: City of Milwaukee Information & Technology  
Management Division; Real Estate Division



A-1

**EXHIBIT B**  
**2200 WEST FOND DU LAC AVENUE WORK SCOPE**  
(Draft – AET 12-14-2015)

1. Install new aluminum downspouts where needed, and re-attach to existing PVC.
2. Install new weather resistant electrical covers at all outlets where missing, on all four structures on site. End products will have sleeve extensions and covers.
3. Replace rotted wood planks at Fond Du Lac Ave. sidewalk with similar type boards.

First Section: two full new plank closest to the parking lot

Second Section: one new plank and ½ plank closest to the parking

Third Section: no new planks needed

Fourth Section: two whole new boards closest to the parking

4. Replace missing electrical service mast covers.
5. Repair broken fence gate and fence rails at north end of property - replace missing top rails.
6. Replace existing exterior light at broken light fixtures (3) - with commercial grade fixtures.
7. Repair asphalt at north parking lot (Approx. 625 sq. ft.) around drain- Remove damaged portions of pavement at specified areas and replace with new underlayment and new asphalt.
8. Reset outdoor missing tiles at north side of walk way by fence - Prep & clean and re-set new tiles.
9. Paint all ferrous metal - prep, prime and paint, all peeling paint and rusted areas with approved paint per the "Technical Specifications and Performance Standards" established in City Bid for services. Color is to match existing color.

Structure 1 – paint all exposed metal surfaces which would include: underside of metal panel system; all trusses and all columns.

Structures 2 and 3 - paint all exposed metal surfaces which would include: the underside of the metal deck; all trusses and all columns.

Structure 4 - paint all exposed metal surfaces which would include: underside of metal panel system; all trusses, purloins, cross bracing and all columns. The underside of the metal panel system is not to be painted.

B-1

EX. C

Client#: 176756

FONDYFOOD1

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/08/2015

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 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).

PRODUCER Marsh & McLennan Agency LLC 2725 South Moorland Road New Berlin, WI 53151 800 242-7001	CONTACT NAME: Shelley Paquin PHONE (A/C, No, Ext): 262-796-8802 FAX (A/C, No): 262-785-9753 E-MAIL: spaquin@securityins.net ADDRESS:
INSURED Fondy Food Center Inc. 2347 W. Fond du Lac Avenue Milwaukee, WI 53206	INSURER(S) AFFORDING COVERAGE INSURER A: Owners Insurance Company INSURER B: Auto-Owners Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 32700 18988

## 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		61482596	05/23/2015	05/23/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		61482596	05/23/2015	05/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION S					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	61098304	05/23/2015	05/23/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

RE: 2200-34 W. Fond du Lac Avenue, Milwaukee, WI

The City of Milwaukee is listed as an additional insured for general liability coverage as their interests may appear.

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Dept. of City Development Property Management Section Attn: Deborah McCollum-Gathing P. O. Box 324 Milwaukee, WI 53201	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 <i>Scott Rose</i>
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