



Wauwatosa, WI

Board of Public Works

Meeting Agenda

7725 W. North Avenue
Wauwatosa, WI 53213

Monday, May 20, 2024

8:30 AM

Zoom Only:
<https://servetosa.zoom.us/j/89415047159>,
Meeting ID: 894 1504 7159

Regular Meeting

VIRTUAL MEETING INFORMATION

Members of the public may observe and participate in the meeting via Zoom only at the link above. To access the Zoom meeting via phone, call 1-312-626-6799 and enter the Meeting ID.

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. Approval of Minutes from April 29, 2024 Special Meeting [24-0768](#)

NEW BUSINESS

1. Request by Danielle Bergner on behalf of the Washington Highlands Association for a landscaping encroachment within the Washington Boulevard and Washington Circle roundabout at approximately 6100 Washington Boulevard. [24-0720](#)
Recommendation: Common Council
2. Request by Corrie Gatlin, Homestead Steak LLC, for a Street Vendor License for the sale of USDA prepackaged frozen meat in the Mayfair Mall parking lot, 2500 N. Mayfair Road from May 15, 2024 through June 9, 2024. [24-0783](#)
3. Award of Contract 24-08, Projects 1024 & 7001, 2024 Utility Improvements on Center Street and Discovery Parkway [24-0750](#)
Recommendation: Common Council
4. Consideration of ratification of project partial payments for work completed pursuant to the terms of the contract [24-0643](#)
5. Project Updates [24-0766](#)

ADJOURNMENT

NOTICE TO PERSONS WITH A DISABILITY

Persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (414) 479-8917 or send an email to tclerk@wauwatosa.net, with as much advance notice as possible.



Staff Report

File #: 24-0720

Agenda Date: 5/20/2024

Agenda #: 1.

Request by Danielle Bergner on behalf of the Washington Highlands Association for a landscaping encroachment within the Washington Boulevard and Washington Circle roundabout at approximately 6100 Washington Boulevard.

Submitted by:

Alex Krutsch and Jennifer Stilling

Department

Public Works

A. Issue

The applicant is requesting to remove the existing landscaping within the roundabout at Washington Boulevard and Washington Circle and replace according to the attached landscaping plan.

B. Background/Options

City staff has had the opportunity to review the proposed landscape design plan as prepared by American Landscape. It is staff's opinion that the selected plant palette is appropriate for the site and should provide an attractive and relatively low maintenance landscape. The plan also takes into account City maintenance requirements, particularly clearance for lawn mowing equipment.

City staff has recommended to the applicant that the four proposed 'Golden Glory' dogwood trees be included in the City's street tree inventory and maintained by the forestry department. This will ensure regular maintenance of the trees as they mature and clarify responsibility in the event of storm damage or if a tree needs to be replaced.

Existing City utilities within the roundabout include three water mains and one sanitary sewer. Because the proposed landscaping encroachment footprint is either about the same or less than what exists today, staff does not object to the encroachment.

C. Strategic Plan (Area of Focus)

Priority Area Five: Quality of Life

D. Fiscal Impact

The applicant is not requesting financial assistance as part of this project and staff does not anticipate increased City maintenance at the site as a result of the project. Fiscal impact should be negligible.

E. Recommendation

Staff recommends approval of the requested landscape encroachment subject to the execution of the necessary Hold Harmless Agreement and with the caveat that the four dogwood trees be maintained by the forestry department as part of the street tree program.

Recommendation: Common Council

To: City DPW

Re: Highlands Roundabout Refresh Project

Below is a summary of the main project elements. A plan schematic is also attached for reference.

Washington Highlands Roundabout Renovation Overview

Inspired by the Garden City movement of the early 1900's and the image that Hegemann & Peets had for this historic neighborhood, we've kept the design of the roundabout classic, simple and clean. In this plan, the bed size is reduced and turned geometrically formal, while shrubs and grasses are planted en masse for major impact. Plants were chosen for ease of maintenance and for extended bloom throughout the summer. Four matching trees will accent the 4 arms of the garden. Each arm will extend towards the existing hedgerow across the pavement, leaving the site line along Washington Blvd. to the east and west open as was originally intended per the federally designated historic designation and the original landscape plan.

Tree Removal & Stump Grinding

The first step in the renovation would be to remove the existing arborvitae in the roundabout. Arborists would also stump grind the area to prepare for future plantings. Removal will create visibility across the circle and allow us to create new, symmetrical bed lines, bringing back the intended formality of the area.

Roundabout Planting

Four 'Golden Glory' Cornelian Cherry Dogwood will be planted on each of the 4 bed extensions. These are in the city right-of-way and would be included in the city street tree program. These are the earliest blooming trees in the area and announce early spring with their sunny yellow flowers. Underneath, small evergreen junipers will anchor the bed with its year-round interest. Hardy landscape roses will fill the outer ring of the garden with textured grasses breaking up the circle in conjunction with the junipers. The inner ring will be a dwarf panicle hydrangea which start out blooming white and fade to pink as fall approaches. Flower bulbs may also be included for spring color, budget depending. We've chosen to exclude perennials (with the exception of grasses) to reduce tedious maintenance and also to use plants with deeper root systems that are more likely to be successful in the harsh conditions of the roundabout. Once new bed lines are established, and plants and mulch have been installed, any areas in the round about that were formerly bed or that were disturbed during renovation will be seeded and covered with straw mat or Penn mulch.

Mulching

The project includes mulching to help maintain moisture levels for the new plants.

Watering & Maintenance

The initial planting of the trees & shrubs has the initial watering immediately after planting included. Regular watering after that will be needed. For the 4 dogwood trees, we understand they will be watered and maintained pursuant to the city's street tree program policies. For the shrubs and flowers, maintenance will be handled by the homeowners through the association and volunteers, consistent with how the roundabout plantings are currently maintained.



CORNELIAN CHERRY DOGWOOD
BLOOMS EARLY SPRING



JUNIPER MINI ARCADIA
EVERGREEN



FIRELIGHT TIDBIT
BLOOMS JULY-FROST



OSD EASY PEASY LANDSCAPE ROSE
MAY-FROST BLOOM



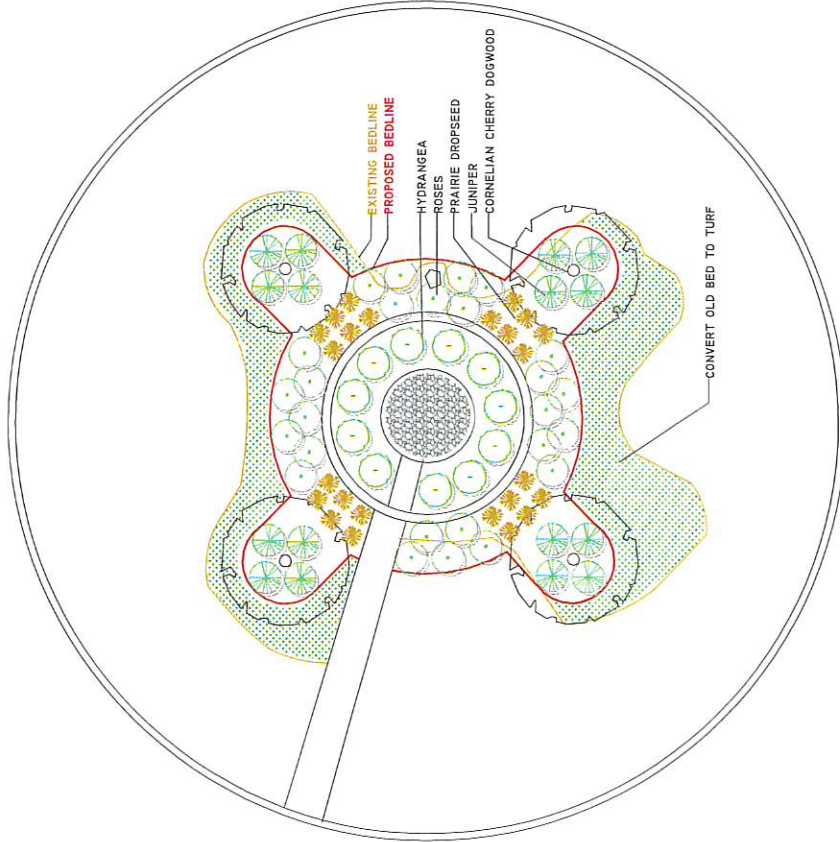
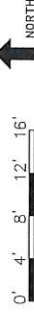
PRAIRIE DROPSOED
BLOOMS AUGUST-SEPTEMBER



SPRING BULBS



SUMMER



PLANT SCHEDULE				
COMMON NAME	MATURE SIZE	QUANTITY	PLANTING SIZE	MAINTENANCE
DOGWOOD 'GOLDEN GLORY'	20'x15'	4	1.75"	MAY REQUIRE PRUNING WHEN OLDER
JUNIPER 'MINI ARCADIA'	1'x5'	16	15"	PRUNE AS NEEDED TO KEEP IN BED (SPRING)
HYDRANGEA 'FIRELIGHT TIDBIT'	3'x3'	11	15"	DEADHEAD IN SPRING
ROSE 'OSD EASY PEASY'	2'6"x3'	26	15"	CUT DOWN TO APPROX. 12" IN SPRING
PRAIRIE DROPSOED 'TARA'	18"x24"	24	1GL	CUT BACK TO 8" IN SPRING

DESIGN PLAN © FOR: WASHINGTON HIGHLANDS HISTORICAL PRESERVATION CORP.
BY: ASSOCIATED AMERICAN LANDSCAPE SERVICES, INC
DBA 'AMERICAN LANDSCAPE'

NOTICE TO ALL INTERESTS

THIS DESIGN IS THE PROPERTY OF AMERICAN LANDSCAPE WHICH RESERVES ALL RIGHTS TO PLANS USE IN ANY MANNER WHATSOEVER. ANY NON-AUTHORIZED USE IS STRICTLY PROHIBITED AND SUBJECT TO RECOVERY OF ALL DAMAGES. PLAN RIGHTS CAN BE PURCHASED-CONTACT WOLSEN@AMERICANLANDSCAPE.COM (262) 252-4260

No.	Revision/Issue	Date

Washington Highlands Historical
Preservation Corp.
Roundabout Renovation

Project Manager:
Wendy Olsen
414-303-7755
wolsen@amerlandscape.com

Date: Jan. 2024
Sheet
Scale: 1" = 8'

**AMERICAN
LANDSCAPE**
ESTABLISHED 1973



Staff Report

File #: 24-0783

Agenda Date: 5/20/2024

Agenda #: 2.

Request by Corrie Gatlin, Homestead Steak LLC, for a Street Vendor License for the sale of USDA prepackaged frozen meat in the Mayfair Mall parking lot, 2500 N. Mayfair Road from May 15, 2024 through June 9, 2024.

Submitted by:

Jennifer Stilling

Department:

Public Works (Engineering Services Division)

A. Issue

The applicant has applied for a Street Vendor License at Mayfair Mall, 2500 N. Mayfair Road to sell prepacked frozen meat in the northeast parking lot during the time period of May 15, 2024 to June 9, 2024.

B. Background/Options

The applicant has provided the following information:

- Street Vendor License Application, including sale dates and hours of operation
- Location maps and site layout
- A signed lease agreement with Mayfair Mall

City Code Section 6.50.070 states that no person, firm or corporation shall sell any merchandise from any parking lot unless first authorized by the board of public works. Authorization may be granted only upon the board finding all of the following:

1. That the parking lot in which the proposed sale is to take place is accessory to a structure and the merchandise to be sold is substantially related to the permitted use of the structure served by the parking lot;
2. That operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
3. That adequate measures will be taken to provide ingress and egress so as to minimize traffic congestion in the public streets;
4. That the uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the proposed sale.

Engineering has reviewed the proposed layout. The proposed location does not impact any designated handicap

parking spaces or negatively impact parking lot circulation.

A tent permit has been approved by City's Fire Department (Permit number Fire2024-0080) and the Health Department has issued the required license.

C. Strategic Plan (Area of Focus)

Priority Area One: Economic Development and Financial Resilience

D. Fiscal Impact

No financial impact to the City of Wauwatosa.

E. Recommendation

Staff recommends approval.

Fee: \$60.00 per year
01-311-4320-000

License No. _____

CITY OF WAUWATOSA
STREET VENDOR LICENSE APPLICATION
BOARD OF PUBLIC WORKS APPROVAL REQUIRED

Date 5/15/2024

☒ I hereby apply for a Street Vendor License according to the provisions of Wauwatosa City Ordinance, Ch. 6.50

☐ I hereby apply for an Ice Cream Street Vendor License according to the provisions of Wauwatosa City Ordinance Ch.6.100

Name of Applicant (print) Corrie Gatlin Date of Birth [REDACTED]

Address 1715 S Madison Ave City Webb City State MO Zip 64870

Home Phone (417) 529-2939 Prior Address (within 2 years) _____

Trade / Business Name Honestead Steaks LLC

Business Address 1715 S Madison Ave Suite H Webb City MO Business Phone _____

Type of Merchandise USDA prepackaged frozen meats Specific Location of Sale (see notes below) Mayfair Mall parking lot

Type of Vehicle or Structure (see notes below) refrigerated box truck

Date(s) of Sale 05/15/24-06/09/24 Hours of Operation 10am-7pm # of Employees 1

Premises where merchandise is stored Mayfair Mall

Have you been convicted of violating any law substantially related to street vending within the past 5 years? NO

If so, where? _____ Charge _____

Have you previously applied for this type of license in Wauwatosa? NO When? _____ Granted? _____

Driver's License # [REDACTED] Issued by State of MO

I understand that my license is non-assignable and must be carried with me at all times. I hereby certify that all of the answers to the above questions are true and correct.

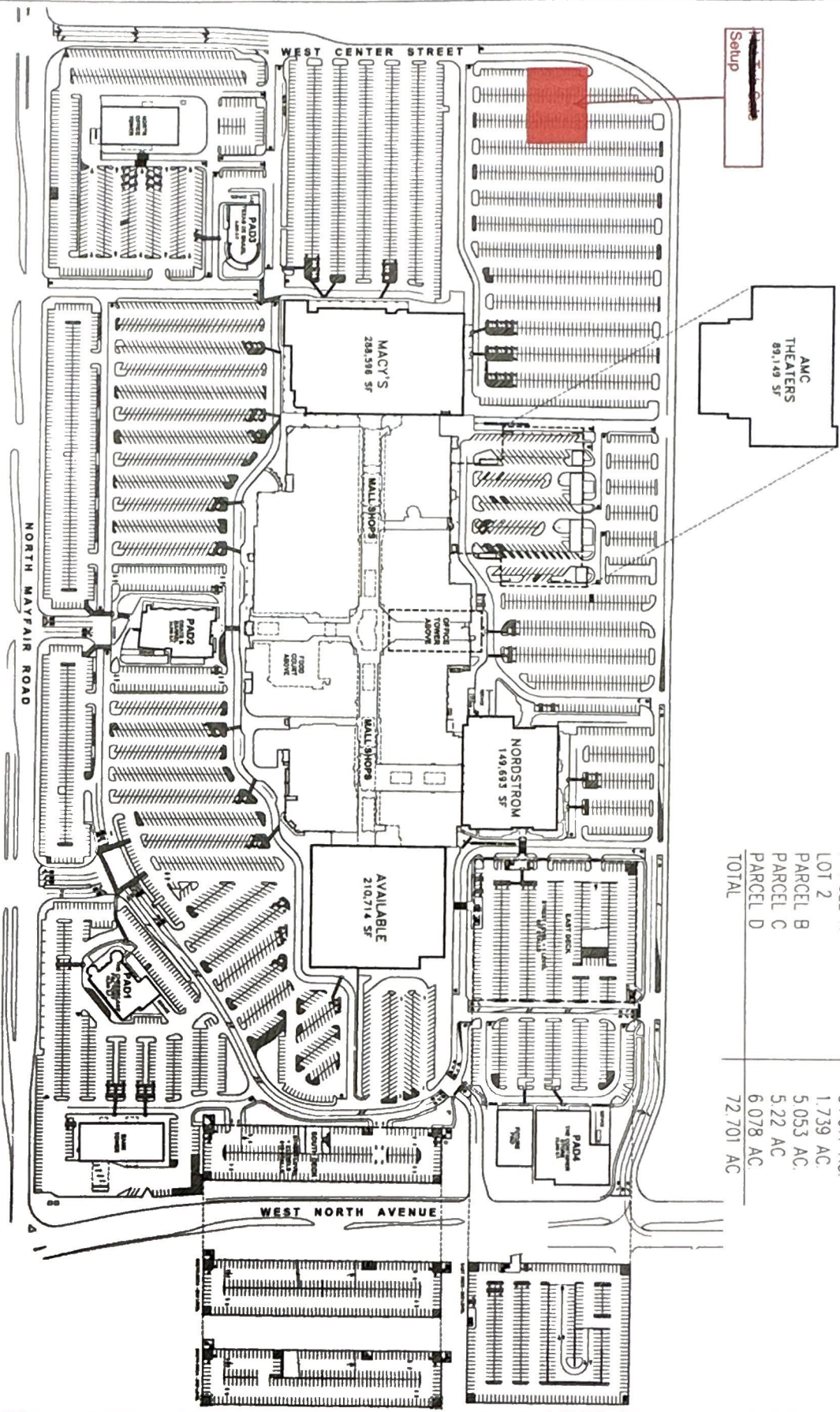
Signature of Applicant [Signature]

Notes:

- A. Parking Lots: If planning to use a parking lot, please attach a detailed diagram giving all pertinent dimensions. Indicate total parking spaces and any parking spaces that would be displaced.
- B. Setbacks: No sales are permitted in front yard or side yard setbacks without approval of the Board of Zoning Appeals.
- C. Tents: If planning to use a tent, please contact the Wauwatosa Fire Inspection Bureau, 414-471-8457.
- D. Ice Cream Vending Vehicles: Ice cream vending vehicles are prohibited from stopping, standing, or parking to sell their products within fifteen feet, either in front or behind any other parked vehicle. The ice cream vehicle vendor must leave adequate sight distance at all times between his/her vehicle and any potentially view-blocking object (Sec. 6.100.020 of City Ordinance).
- E. Liability Insurance: The Board of Public Works may require the applicant to obtain and furnish evidence of liability insurance in an amount and form determined appropriate by the Board (Sec. 6.50.050 of City Ordinance).

Copy: Police Dept., Fire Dept.

Wauwatosa City Clerk's Office, 7725 W. North Avenue, Wauwatosa, WI 53213, 414-479-8917, fax 414-479-8989



PARCEL A	54,611 AC.
LOT 2	1,739 AC.
PARCEL B	5,053 AC.
PARCEL C	5,22 AC.
PARCEL D	6,078 AC.
TOTAL	72,701 AC.

Setup

MAYFAIR
 2500 NORTH MAYFAIR ROAD
 WAUWATOSA, WISCONSIN 53226

Brookfield
 Properties

SP1

SITE PLAN

DATE: March 2007

REVISIONS:

REVISION NO. 1

REVISION DATE

REVISION DESCRIPTION

REVISION 1

REVISION 2

REVISION 3

REVISION 4

REVISION 5

REVISION 6

REVISION 7

REVISION 8

REVISION 9

REVISION 10

REVISION 11

REVISION 12

REVISION 13

REVISION 14

REVISION 15

REVISION 16

REVISION 17

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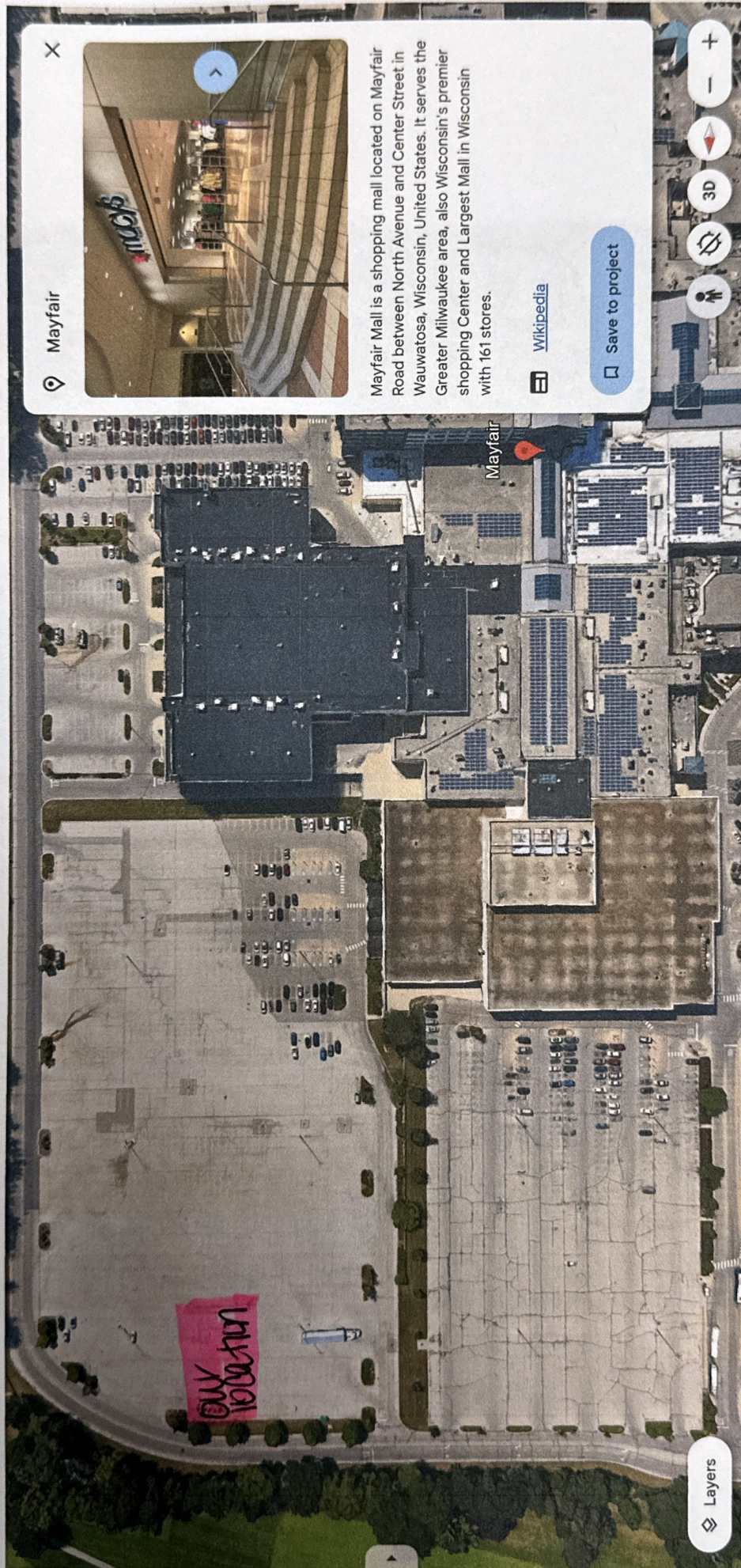
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REVISION 100



Mayfair



Mayfair Mall is a shopping mall located on Mayfair Road between North Avenue and Center Street in Wauwatosa, Wisconsin, United States. It serves the Greater Milwaukee area, also Wisconsin's premier shopping Center and Largest Mall in Wisconsin with 161 stores.

Wikipedia

Save to project

Layers





Brookfield Properties

EVENT AGREEMENT (Single Shopping Center)

This Event Agreement ("Agreement") is made as of this day, Tuesday, May 7, 2024, ("Effective Date") by and between the owner that have executed this Agreement ("Owner") and Homestead Steaks, LLC ("Organizer").

WHEREAS, Owner owns the Shopping Center listed on Exhibit A ("Shopping Center"), or pursuant to certain agreements with the Owner, Owner has the right to contract for and provide the services described herein to the Shopping Center, and has engaged affiliate Brookfield Properties Retail Inc. to provide the Services as further set forth herein and in Exhibit A.

WHEREAS, Organizer seeks to conduct an event in a portion of the common area of the Shopping Center as more particularly described herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **TERM.** The "Term" of this Agreement shall begin on the Effective Date and shall terminate on the "Expiration Date" specified on Exhibit A. The Event (as hereinafter defined) shall be conducted during the "Event Term" specified on Exhibit A.
2. **EVENT.** During the Event Term, Organizer shall conduct the event described on Exhibit A in a portion of the common area of the Shopping Center more particularly described on Exhibit A ("Premises"). Any activities conducted and/or exhibition of any displays, sets, signs, decorations, materials, advertising collateral and/or equipment of Organizer specified on Exhibit A (collectively the "Event Elements") during the Event Term shall be collectively referred to herein as the "Event". If storage of any Event Elements is included in the services and/or benefits provided Owner as more particularly specified on Exhibit A ("Services"), the Premises is deemed to include the area(s) in which such Event Elements are stored.
3. **EVENT FEE.** In consideration for the rights granted by Owner under this Agreement, Organizer agrees to pay the "Event Fee" to "Payee" at the address and pursuant to the payment schedule, all as set forth on Exhibit A.

If the Event Fee, or any portion thereof, is not paid within ten (10) days of when due, the unpaid balance of all, or the then due portion, of the Event Fee will be assessed a service fee of one and one-half percent (1.5%) per month to the extent allowed by law. Owner will have the right to suspend and/or terminate the Services and Organizer's access to the Premises if Organizer fails to timely pay Payee in accordance with the terms of this Agreement. If it becomes necessary for Owner to remove any or all elements of the Event and/or other personal property of Organizer from the Premises as a result of Organizer's default, Organizer shall reimburse Owner for all reasonable costs incurred in connection therewith upon fifteen (15) days' written notice. If Organizer fails to satisfy the obligations required to gain access to the Premises as provided in Sections 4A, 4B and 4C of this Agreement, Organizer shall not be relieved of its obligation to pay the Event Fee.

4. ORGANIZER'S OBLIGATIONS.

- A. **Submission of Event Elements.** By the "Delivery Date" specified on Exhibit A, Organizer agrees to deliver to Owner all Event Elements specified on Exhibit A, which may include without limitation camera-ready artwork, advertising collateral, display or set designs, signs, copy, electronic files, activity plans and schedules, promotional materials and/or samples to be distributed and/or such other materials, logos, trademarks and designs to be used in connection with the Event, as are necessary for Owner to approve the Event and provide the Services pursuant to this Agreement.
- B. **Permits.** Organizer shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center, any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. Organizer will notify Owner immediately if Organizer fails to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to Owner prior to commencement of the Event and the provision of such permits or licenses to Owner is a condition precedent to any access to the Premises.
- C. **Insurance.** Organizer shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to Owner a certificate of insurance described therein prior to commencement of the Event.
- D. **Event Set-up and Operation.** Organizer shall have the sole responsibility of conducting the Event, which may include the erection and installation of any Event Elements authorized by Owner, unless erection and installation are included in the Services. Organizer shall install the Event Elements and promptly repair at its sole cost and expense any damage to the Shopping Center caused by Organizer, any contractors or other providers of Organizer, exhibitors and/or participants in the Event (each a "Contractor" and collectively the "Contractors"), or their respective employees, agents, affiliates or

Brookfield

Properties

subcontractors in connection with the set-up of the Event. Organizer shall maintain the Event Elements and conduct the Event solely on the Premises in a clean and orderly manner that exemplifies a first-class shopping center. In no event shall Organizer, any Contractor or any of their employees, agents, affiliates, subcontractors or suppliers (collectively "Organizer Parties") hawk or otherwise create a nuisance in the Shopping Center.

- E. **Removal of Event Elements.** Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up to Owner the Premises in good order, repair and condition. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, Owner shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, Owner shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against Owner for such removal, storage and/or disposal.
 - F. **Compliance With Law.** Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements.
 - G. **Acknowledgement.** Organizer acknowledges and agrees that Owner's ability to provide access to the Premises and the Services is contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement.
5. **OWNER'S OBLIGATIONS.** Owner shall review and approve in writing, in its sole discretion, all Event Elements. Owner reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in Section 4 of this Agreement and Owner's approval of the Event, Owner shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Owner and as needed to perform Organizer's obligations under this Agreement. Owner shall also provide to Organizer the Services.
 6. **CONTRACTORS.** Organizer shall be responsible to procure any and all Contractors necessary for the Event. Organizer shall supply Owner with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by Owner in writing will be permitted to enter the Premises. Organizer acknowledges and agrees that Owner shall not approve of, or permit, any such Contractor to enter the Premises, until Owner has received from each Contractor (i) a certificate of insurance evidencing insurance coverage set forth on Exhibit B attached hereto satisfactory to Owner and (ii) an original of Exhibit C signed by an authorized representative of each Contractor, without any modification. Any exception or modification to the foregoing requirements shall be in Owner's sole and absolute discretion.
 7. **INTELLECTUAL PROPERTY RIGHTS.**
 - A. Each party owns and shall retain all right, title and interest in and to its trademarks and service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Without the prior written consent of Owner, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials.
 - B. Owner may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. Owner shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center.
 8. **REPRESENTATIONS AND WARRANTIES.**
 - A. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; and (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder.
 - B. Owner represents and warrants that it has the full right and legal authority to enter into and fully perform this Agreement in

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Properties

accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Owner's full performance hereof.

9. INDEMNIFICATION.

- A. Organizer shall indemnify, hold harmless, defend and reimburse Owner, including Owner's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and for all claims, losses, damages, liabilities, expenses, encumbrances, attorneys' fees and litigation expenses (collectively "Claims") which arise or are alleged to arise wholly or partly out of: (i) any violation of this Agreement by Organizer or any Contractor; or (ii) any negligence or intentional misconduct or other action or omission of any of the Organizer Parties. Without limiting the generality of the foregoing, such Claims include matters involving: (a) bodily or personal injury, sickness or disease or death of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time; (b) losses of, or damage to, personal, intangible or real property of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time (including reduction in value and loss of use or income); (c) employer-employee relations of the Organizer Parties; (d) infringement of any intellectual property or proprietary rights; or (e) claims for express or implied indemnity or contribution arising by reason of any Claims.
- B. Owner shall indemnify, hold harmless, defend and reimburse Organizer, including Organizer's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, from and for all Claims which arise or are alleged to arise out of: (i) Owner's breach of any of its representations, warranties or obligations under this Agreement; or (ii) Owner's negligence or intentional misconduct or other action or omission of Owner, its affiliates, subcontractors, employees and agents.
- C. This Section 9 shall survive the expiration or earlier termination of this Agreement, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this Section 9 void, or to eliminate or reduce any other indemnification or right which any indemnitee has by law.

10. **LIMITATION ON LIABILITY.** Organizer hereby agrees to be solely responsible for any loss or damage to the Event Elements and any other equipment or property of Organizer or the Contractors or injury to any of the Organizer Parties resulting from the use of the Premises, except to the extent such loss or damage is caused by the gross negligence of Owner. Owner shall not be liable to any of the Organizer Parties for any loss or damage to any property of any Organizer Parties, including without limitation for any removal of such property by Owner during the Event Term or upon the earlier of the expiration of the Event Term or termination of this Agreement. Except as specifically provided in this Section 10, Organizer waives any claim against Owner for any damage to any property of the Organizer Parties and will obtain a similar waiver from any Contractor.

No representation, guarantee, assurance or warranty is made or given by Owner that the security procedures used by Owner, if any, will be effective to prevent (i) injury to Organizer, any Contractor, guests, or any other person who is or may be in the Shopping Center from time to time or (ii) damage to, or loss (by theft or otherwise) of any property of the Organizer Parties or of the property of any other person who is or may be in the Shopping Center from time to time.

ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF OWNER FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, THE AMOUNT ACTUALLY PAID BY ORGANIZER TO PAYEE UNDER THIS AGREEMENT.

11. **RELOCATION; REMOVAL.** Owner has the right in its sole discretion to relocate the Premises within the Shopping Center for any reason, including but not limited to remodeling or construction, whether temporarily or permanently. In the event of such relocation Owner shall provide Organizer with notice of the relocation and shall make reasonable efforts to relocate the Premises at Owner's expense to a location within the Shopping Center that offers comparable exposure to Organizer, as determined by Owner. If it is not feasible to relocate as determined by Owner, Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term. Such reimbursement shall be the sole and exclusive remedy available to Organizer in the event relocation of the Premises is not feasible.

During the Event Term, Owner has the right in its sole discretion to remove any or all Event Elements for any reason, including without limitation default by Organizer, or no reason. Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term for any removal not caused by Organizer's breach of this Agreement. Such reimbursement shall be the sole and exclusive remedy available to Organizer for such removal of any or all elements of the Event.

12. **TERMINATION; FAILURE TO PERFORM.**

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- A. **Termination for Cause.** Unless cured within ten (10) business days of the alleged breach (but in no event later than one (1) business day prior to commencement of the Event) either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Shopping Center, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, *et seq.* or similar law, as such may be amended from time to time. Any such notice of termination shall identify the Shopping Center to which it applies and specify the alleged breach or cause in reasonable detail. In the event of termination of this Agreement by Owner pursuant to this Subsection 12A, in addition to any other remedies available to Owner at law, in equity or otherwise, Organizer shall pay to Owner the Event Fee.
- B. **Termination without Cause.** Owner may terminate this Agreement immediately upon notice to Organizer at such time as Owner may elect without cause. If Owner terminates this Agreement without cause, Owner shall refund to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term.

13. GENERAL PROVISIONS.

- A. **Entire Agreement.** This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
- B. **Assignment.** This Agreement may not be assigned, in whole or in part, by the Organizer without the prior written consent of Owner. Owner may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of Owner under this Agreement.
- C. **Audit.** This Section shall apply if the Event Fee is based on a percentage of Organizer's sales. At any time during the Term and for one (1) year after the Expiration Date, Owner shall have the right, upon reasonable notice to Organizer to inspect and/or audit the records of Organizer directly related to the calculation of the percentage rent to verify the accuracy of any information provided by Organizer to Owner. Such inspection shall occur at Organizer's headquarters during mutually agreed upon dates and times during regular business hours.
- D. **Notices.** All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact for notice as set forth on Exhibit A, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been given either when personally delivered or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery or, in the absence of delivery, on the date of mailing. Every notice shall identify the Shopping Center to which it applies. The provisions of this Section 13C shall survive termination of this Agreement.
- E. **Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Shopping Center is located without regard to its choice of law or conflicts of laws provisions. The parties hereby waive trial by jury. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the prevailing party in the action or proceeding shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.
- F. **Reformation and Severability.** If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- G. **Waivers; Modification; Amendment.** No waiver, modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment and the Shopping Center to which it applies. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- H. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- I. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, except

Brookfield Properties

for the obligation to pay, if such delay or failure is caused by a force beyond such party's control.

- J. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

ORGANIZER:

Homestead Steaks, LLC

By: Margen Evans

Its: Manager Operations and Logistics

OWNER:

**MAYFAIR MALL, LLC,
a Delaware limited liability company**

By: Chris Jaeger

Authorized Signatory

Brookfield Properties

EXHIBIT A

1. SHOPPING CENTER; EVENT TERM.

Owner Entity: MAYFAIR MALL, LLC

Property Name: Mayfair
2500 NORTH MAYFAIR ROAD SUITE 200
WAUWATOSA, Wisconsin 53226

Attn: Jennifer Langlois
p: jennifer.langlois@bpretail.com
e:

Date / Time	Location(s) /Event Elements
05/09/2024 - 05/27/2024	Mayfair (4108) - Creativity 10 / Creativity
05/09/2024 - 05/27/2024	Mayfair (4108) - Macy's North / Event - Parking Lot Event

2. EXPIRATION DATE. 5/27/2024

3. EVENT.

Sales of USDA inspected/approved meats. Including but not limited to , beef cut into steaks, burgers and all related beef products, chicken, pork and seafood. Sales of product to be in the mall parking lot from a 24' refrigerated truck parked beside a 20x20 retail sales tent. Set up 5/9/2024 sale 5/10-5/26 and tear down 5/27/2024.

4. EVENT FEE; PAYMENT SCHEDULE.

Total Fees: \$4,500.00

	Invoice Date	Due Date	Amount	Sales Tax	Total Amount
Pymt 1:	5/9/2024	5/9/2024	\$4,500.00	\$0.00	\$4,500.00

Event Fee is payable through the SnapPay payment portal.

Revenue Account Code: 42505 Events, Sampling & Tours
42575 Creativity

5. PAYEE(S); ADDRESS(ES) OF PAYEE(S).

MAYFAIR MALL, LLC
MAYFAIR
PO BOX 772816
CHICAGO, Illinois 60677-2816

6. DELIVERY DATE. 5/9/2024

7. EVENT ELEMENTS.

Parking lot area to include up to 10 parking spaces.

8. SERVICES.

Obligations of Owner:

- Providing agreed upon common area space (up to 10 parking spaces).
- Review and approve all aspects of event build out/design.
- Providing proof of performance photos.
- Granting access to the property for installation, maintenance and removal of collateral.

Owner will be responsible for providing the following services and/or benefits to Organizer:

Owner Production/Construction of Materials Responsibilities:

n/a

Owner Installation of Materials Responsibilities:

n/a

Owner Maintenance of Materials Responsibilities:

n/a

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Owner Removal of Materials Responsibilities:

n/a

Owner Return of Materials Responsibilities:

n/a

Number of Electrical Outlets Required:	0	Descriptions of Electrical Outlets Required:
		n/a
Number of Tables Required:	0	Description of Tables Required:
		n/a
Number of Chairs Required:	0	Description of Chairs Required:
		n/a
Number of Security Guards Required:	0	Description of Security Guards Required:
		n/a
Number of Platforms/Stages Required:	0	Description of Platforms/Stages Required:
		n/a
Table Skirting Required:	n/a	

Obligations of Organizer:

- Submitting signed agreement, COI, and payment prior to program start date.
- Roaming is not permitted. Organizer and crew must stay within designated event footprint.
- All displays/events must be presented in an ordered, professional manner, yard signs are not permitted around the property.
- All trash and cardboard must be taken to closest compactors, must not be on left on the ground.
- The property must be returned in its original condition. Damage is subject to additional fees.
- Responsible for all event elements, including staffing, build out, design, etc.
- Responsible for contacting Owner at least 48 hours prior to event start date to discuss logistics.
- Organizer shall pay an additional 15% of all gross sales and revenues in excess of \$30,000.00 (percentage fee) for the term prior to or by 6/5/2024.

Organizer will be responsible for providing the following services and/or benefits to Owner:
Organizer Production/Construction of Materials Responsibilities:

All event elements

Organizer Installation of Materials Responsibilities:

All event elements

Organizer Maintenance of Materials Responsibilities:

All event elements

Organizer Removal of Materials Responsibilities:

All event elements

Organizer Return of Materials Responsibilities:

n/a

9. NOTICE ADDRESSES.

(a) Owner:
c/o Brookfield Properties Retail Inc.
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: VP, Strategic Partnership

(b) Organizer:
Homestead Steaks, LLC
1715 S. MADISON AVE.
STE H
WEBB CITY, Missouri 64870
FEIN: 45-4774815
Phone: (417) 540-7370

With copy to:
Brookfield Properties Retail Inc.
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: Legal Department - Corporate Contracts and Securities

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EXHIBIT B INSURANCE REQUIREMENTS

REQUIRED INSURANCE.

Organizer and Contractor shall furnish and maintain in effect during the Term of the Agreement the insurance coverage described below:

General Liability \$1,000,000 Occurrence/\$1,000,000 Aggregate except the Events set forth below which shall be as follows

Type of event	Standard GL Occurrence / Aggregate Requirement
Dances	\$1,000,000 / \$3,000,000
Petting Zoos	\$1,000,000 / \$3,000,000
Vehicle Display Events	\$1,000,000 / \$3,000,000
Vehicle Driven Events	\$2,000,000 / \$5,000,000
Food Truck Events	\$2,000,000 / \$5,000,000
Specialty Markets	\$2,000,000 / \$5,000,000
Walks/Races	\$2,000,000 / \$5,000,000
Carnivals	\$5,000,000 / \$5,000,000
Circuses	\$5,000,000 / \$5,000,000
Concerts (> 1500 attendees)	\$5,000,000 / \$5,000,000
Dunk Tank	\$5,000,000 / \$5,000,000
Rock Climbing	\$5,000,000 / \$5,000,000
E-cycling	\$2,000,000 / \$2,000,000
Medical Testing/Consultation	\$1,000,000 / \$2,000,000
Health Screenings	\$1,000,000 / \$2,000,000
Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000

Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.

Professional Liability (Medical Malpractice)

Medical Testing/Consultation	\$1,000,000 / \$3,000,000
Health Screenings	\$1,000,000 / \$3,000,000
Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000

** Organizer shall ensure that all shots are administered by a registered health professional (e.g. LPN, RN, Physician's Assistant, etc.).

Automobile Liability \$1,000,000 Combined Single Limit

Workers' Compensation Employers' Liability Statutory

OR

\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

(for Monopolistic States)
Workers' Compensation
Stop Gap Employers' Liability

Evidence of Monopolistic State Coverage
\$500,000 Occurrence/Aggregate

Liquor Liability, or a combination of Liquor Liability and Follow Form Umbrella Liability or Follow Form Not Less Than \$5,000,000 Per Occurrence

Excess Liability:
(if alcohol is served)

This insurance shall include, but not be limited to, coverage for liability arising from premises, operations, independent contractors, and liability assumed under an insured contract.

Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.

Brookfield Properties

POLICY REQUIREMENTS.

The insurance required of Organizer and Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Event(s) is located, and maintaining an AM Best rating of at least A- VII.

The General Liability Insurance, Automobile Liability Insurance, Liquor Liability insurance, and the Follow Form Umbrella Liability Insurance or Follow Form Excess Liability Insurance shall name, as "Additional Insureds", Brookfield Properties Retail Holding LLC, Brookfield Properties Retail Inc. and Shopping Center Owner Entity (exactly as identified on Exhibit A). All Insurance policies required by this Agreement shall contain waivers of any and all rights of subrogation against the Additional Insureds, and the Liability Insurance policies required by this agreement shall contain either a cross-liability endorsement or separation of insureds provision, which provision shall permit the limits of liability under Organizer's policies to apply separately to each Additional Insured.

All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Organizer, its employees, agents, contractors and/or subcontractors.

Organizer and Contractor, for both themselves and on behalf of the "Additional Insureds", shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible or self-insured retention, including any loss not covered because of the operation of such deductible or self-insured retention.

Before any Event, the Shopping Center shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force. All insurance policies required in the Agreement shall not be allowed to be cancelled, allowed to lapse or substantially modified without thirty (30) days' prior written notice to Owner, except for non-payment of premium for which ten (10) days notice shall be provided.

Compliance with the insurance requirements of this Agreement shall not be relieved by Owner's, or any Shopping Center's, receipt or review of any insurance certificates.

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EXHIBIT C
CONTRACTOR HOLD HARMLESS AGREEMENT

The undersigned, _____
("Contractor"), in connection with the _____
("Event") to be conducted at _____ (the "Shopping Center") during the Event Term
specified in that certain Event Agreement dated _____ by and between the Owner that has executed this Agreement ("Owner")
and Homestead Steaks, LLC ("Organizer") will indemnify, protect, defend and hold harmless Owner, Owner's parent companies,
subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and
against any and all claims, damages, actions, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court
costs arising from or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or
employees (collectively "Contractor Parties") in connection with the Event and/or the presence of Contractor Parties at the Shopping
Center. Contractor waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property while at the
Shopping Center.

Contractor: _____
Name: _____
Date: _____
If a corporation _____
By: _____



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 24-0750

Agenda Date: 5/20/2024

Agenda #: 3.

Award of Contract 24-08, Projects 1024 & 7001, 2024 Utility Improvements on Center Street and Discovery Parkway

Submitted by:

Mike Steiner, Assistant City Engineer

Department

Public Works - Engineering Division

A. Issue

Award of Contract 24-08, Projects 1024 & 7001, 2024 Utility Improvements on Center Street and Discovery Parkway

B. Background/Options

We have examined the six bids submitted for Contract 24-08, Projects 1024 & 7001, 2024 Utility Improvements on Wednesday May 15, 2024. This contract will include water main relay, storm sewer, and replacing sanitary laterals and water services to 12 properties within the Center Street roadway project limits. The roadway reconstruction is planned for the summer of 2025 under a separate construction contract.

The work with Discovery Parkway is associated extending sanitary sewer on the roadway heading west from Discovery Parkway toward the new parking structure and future buildable parcels west of the UWM Accelerator building.

The bids received are as follows:

Soper Sewer & Water	\$1,661,869.41
Vinton Construction Company	\$1,751,349.59
Veit & Company, Inc.	\$2,118,925.07
American Sewer Services, Inc	\$2,149,544.60
Mid City Corporation	\$2,478,479.40
MJ Construction, Inc.	\$2,977,967.00

C. Strategic Plan (Area of Focus)

Priority Area One: Economic Development

Priority Area Two: Infrastructure

D. Fiscal Impact

Project 1024 has been included in the approved 2024-2028 Capital Budget. Project 7001 was previously approved in the 2022-2026 Capital Budget as part of the TIF for Innovation Campus.

E. Recommendation

We recommend the award be made to Soper Sewer and Water for their bid price of \$1,661,869.41, this being the lowest and best bid.

Recommendation: Common Council

Resolution awarding the bid for Contract 24-08/Projects 1024 & 7001, 2024 Utility Improvements, to Soper Sewer & Water in the amount of \$1,661,869.41.

RESOLUTION 1

WHEREAS, the Board of Public Works of the City of Wauwatosa reports that pursuant to the official notice, published as required by law, for proposals for 2024 Utility Improvements under Contract 24-08/Projects 1024 & 7001, bids and proposals were received until 11:01 o'clock in the morning, Wednesday, May 15, 2024, and therefore publicly opened; and

WHEREAS, that said bids and proposals are returned herewith, and the bids received are as follows:

Soper Sewer & Water	\$1,661,869.41
Vinton Construction Company	\$1,751,349.59
Veit & Company, Inc.	\$2,118,925.07
American Sewer Services, Inc	\$2,149,544.60
Mid City Corporation	\$2,478,479.40
MJ Construction, Inc.	\$2,977,967.00

WHEREAS, the lowest bid received is from Soper Sewer & Water in the amount of \$1,661,869.41 and

WHEREAS the Board of Public Works recommends that the proper City Officials be authorized to enter into a contract for doing said work of improvement;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wauwatosa, that the proper City Officials be and they are hereby authorized and directed to enter into a contract with Soper Sewer & Water for the work of 2024 Utility Improvements at and for their bid price of \$1,661,869.41, this being the lowest and best bid.

BE IT FURTHER RESOLVED that the surety deposits, if any, be returned to the unsuccessful bidders.



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 24-0643

Agenda Date: 5/20/2024

Agenda #: 4.

Consideration of ratification of project partial payments for work completed pursuant to the terms of the contract

BE IT RESOLVED, By the Board of Public Works of the City of Wauwatosa, Wisconsin that the proper City Officers be and they are hereby authorized and directed to issue City orders in favor of the contractor listed below in the amount listed in the column headed "Amount" as partial payment for work completed pursuant to the terms of the contract noted.

Contractor: WI Dept of Transportation

Payment No.: 6-8

Contract/Project No.: 323000010/ Proj 1107 2135-04-71 C WAUWATOSA W NORTH

Amount: \$1,187,969.54

Contractor: WI Dept of Transportation

Payment No.: 5

Contract/Project No.: 323000011/ Proj 1107 2135-04-72 C WAUWATOSA W NORTH

Amount: \$70,746.86

Contractor: WI Dept of Transportation

Payment No.: 35-37

Contract/Project No.: 21-48 Proj 1112 ZOO INTER SWAN BLVD

Amount: \$6,902.53

Contractor: Forward Equipment, LLC

Payment No.: 3

Contract/Project No.: 21-19/ 2021 Sidewalk Program

Amount: \$23,397.17

Contractor: CableCom LLC

Payment No.: 2

Contract/Project No.: 23-90 / 2403 Fiber Communication

Amount: \$39,336.64

Contractor: Dorner, Inc.

Payment No.: 1

Contract/Project No.: 24-01 / 1024, 5022, 2305 Potter Road & 109th St Utility and Street Improvements

Amount: \$323,395.87



Staff Report

File #: 24-0766

Agenda Date: 5/20/2024

Agenda #: 5.

Project Updates

Project 1107 - North Avenue Reconstruction

- The contractor has the outside lanes close on North Avenue to complete repairs in the outside lanes and terrace areas.
- It is expected the contractor will move traffic to the outside lanes to begin repairs in the median in the next week to complete median tree plantings and repairs on the inside lanes.
- Pavement marking repairs are anticipated near the end of May.

23-90 - 2023 Fiber

- Hand hole installation is nearing completion.
- Contractor is taking a pause for a few weeks and will look to resume work in early/mid-June

23-30 - Wauwatosa Bike Share

- Work to resume in fall in coordination with MRMC and the site work that is on-going.

Elm Grove Water Main Extension

- Water main work in Elm Grove continues through early June.

24-01 - Potter Road & 109th St.

- Storm sewer is continuing from Underwood Creek heading south toward Potter.
- Work on the cast in place outfall and large sewer structures is underway.

24-02 - 116th St. Park

- A preconstruction meeting was held on May 17th.
- Placement of fill is on-going with sources from the Potter Road project and the Elm Grove Water Main project.
- Erosion control, tree protection and tree removal is expected to begin in late May/early June.

24-07 - 2024 Street Improvements

- Preconstruction Meeting Date TBD

24-11 - Green Alleys

- Work is underway with pavement repair along the side streets on 124th between Center St. and Burleigh Ave.
- Pavement repair work is expected into early June. Once complete, work will shift to the two alleys.

24-19 - 2024 Sidewalk Repair Program

- Ramp removal and replacement is complete.
- Sidewalk stone replacement is expected to start in early/mid June.

24-43 - Highlands Railing Replacement

- Bridge repair work is complete.
- Rail replacement is slated for early June.

WisDOT Zoo IC North Leg

- Swan Blvd. from Discovery Parkway west to Underwood Parkway is reopened.

Brookfield Properties

EVENT AGREEMENT (Single Shopping Center)

This Event Agreement ("Agreement") is made as of this day, Tuesday, May 7, 2024, ("Effective Date") by and between the owner that have executed this Agreement ("Owner") and Homestead Steaks, LLC ("Organizer").

WHEREAS, Owner owns the Shopping Center listed on Exhibit A ("Shopping Center"), or pursuant to certain agreements with the Owner, Owner has the right to contract for and provide the services described herein to the Shopping Center, and has engaged affiliate Brookfield Properties Retail Inc. to provide the Services as further set forth herein and in Exhibit A.

WHEREAS, Organizer seeks to conduct an event in a portion of the common area of the Shopping Center as more particularly described herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **TERM.** The "Term" of this Agreement shall begin on the Effective Date and shall terminate on the "Expiration Date" specified on Exhibit A. The Event (as hereinafter defined) shall be conducted during the "Event Term" specified on Exhibit A.
2. **EVENT.** During the Event Term, Organizer shall conduct the event described on Exhibit A in a portion of the common area of the Shopping Center more particularly described on Exhibit A ("Premises"). Any activities conducted and/or exhibition of any displays, sets, signs, decorations, materials, advertising collateral and/or equipment of Organizer specified on Exhibit A (collectively the "Event Elements") during the Event Term shall be collectively referred to herein as the "Event". If storage of any Event Elements is included in the services and/or benefits provided Owner as more particularly specified on Exhibit A ("Services"), the Premises is deemed to include the area(s) in which such Event Elements are stored.
3. **EVENT FEE.** In consideration for the rights granted by Owner under this Agreement, Organizer agrees to pay the "Event Fee" to "Payee" at the address and pursuant to the payment schedule, all as set forth on Exhibit A.

If the Event Fee, or any portion thereof, is not paid within ten (10) days of when due, the unpaid balance of all, or the then due portion, of the Event Fee will be assessed a service fee of one and one-half percent (1.5%) per month to the extent allowed by law. Owner will have the right to suspend and/or terminate the Services and Organizer's access to the Premises if Organizer fails to timely pay Payee in accordance with the terms of this Agreement. If it becomes necessary for Owner to remove any or all elements of the Event and/or other personal property of Organizer from the Premises as a result of Organizer's default, Organizer shall reimburse Owner for all reasonable costs incurred in connection therewith upon fifteen (15) days' written notice. If Organizer fails to satisfy the obligations required to gain access to the Premises as provided in Sections 4A, 4B and 4C of this Agreement, Organizer shall not be relieved of its obligation to pay the Event Fee.

4. ORGANIZER'S OBLIGATIONS.

- A. **Submission of Event Elements.** By the "Delivery Date" specified on Exhibit A, Organizer agrees to deliver to Owner all Event Elements specified on Exhibit A, which may include without limitation camera-ready artwork, advertising collateral, display or set designs, signs, copy, electronic files, activity plans and schedules, promotional materials and/or samples to be distributed and/or such other materials, logos, trademarks and designs to be used in connection with the Event, as are necessary for Owner to approve the Event and provide the Services pursuant to this Agreement.
- B. **Permits.** Organizer shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center, any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. Organizer will notify Owner immediately if Organizer fails to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to Owner prior to commencement of the Event and the provision of such permits or licenses to Owner is a condition precedent to any access to the Premises.
- C. **Insurance.** Organizer shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to Owner a certificate of insurance described therein prior to commencement of the Event.
- D. **Event Set-up and Operation.** Organizer shall have the sole responsibility of conducting the Event, which may include the erection and installation of any Event Elements authorized by Owner, unless erection and installation are included in the Services. Organizer shall install the Event Elements and promptly repair at its sole cost and expense any damage to the Shopping Center caused by Organizer, any contractors or other providers of Organizer, exhibitors and/or participants in the Event (each a "Contractor" and collectively the "Contractors"), or their respective employees, agents, affiliates or

Brookfield

Properties

subcontractors in connection with the set-up of the Event. Organizer shall maintain the Event Elements and conduct the Event solely on the Premises in a clean and orderly manner that exemplifies a first-class shopping center. In no event shall Organizer, any Contractor or any of their employees, agents, affiliates, subcontractors or suppliers (collectively "Organizer Parties") hawk or otherwise create a nuisance in the Shopping Center.

- E. **Removal of Event Elements.** Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up to Owner the Premises in good order, repair and condition. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, Owner shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, Owner shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against Owner for such removal, storage and/or disposal.
 - F. **Compliance With Law.** Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements.
 - G. **Acknowledgement.** Organizer acknowledges and agrees that Owner's ability to provide access to the Premises and the Services is contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement.
5. **OWNER'S OBLIGATIONS.** Owner shall review and approve in writing, in its sole discretion, all Event Elements. Owner reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in Section 4 of this Agreement and Owner's approval of the Event, Owner shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Owner and as needed to perform Organizer's obligations under this Agreement. Owner shall also provide to Organizer the Services.
 6. **CONTRACTORS.** Organizer shall be responsible to procure any and all Contractors necessary for the Event. Organizer shall supply Owner with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by Owner in writing will be permitted to enter the Premises. Organizer acknowledges and agrees that Owner shall not approve of, or permit, any such Contractor to enter the Premises, until Owner has received from each Contractor (i) a certificate of insurance evidencing insurance coverage set forth on Exhibit B attached hereto satisfactory to Owner and (ii) an original of Exhibit C signed by an authorized representative of each Contractor, without any modification. Any exception or modification to the foregoing requirements shall be in Owner's sole and absolute discretion.
 7. **INTELLECTUAL PROPERTY RIGHTS.**
 - A. Each party owns and shall retain all right, title and interest in and to its trademarks and service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Without the prior written consent of Owner, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials.
 - B. Owner may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. Owner shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center.
 8. **REPRESENTATIONS AND WARRANTIES.**
 - A. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; and (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder.
 - B. Owner represents and warrants that it has the full right and legal authority to enter into and fully perform this Agreement in

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accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Owner's full performance hereof.

9. INDEMNIFICATION.

- A. Organizer shall indemnify, hold harmless, defend and reimburse Owner, including Owner's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and for all claims, losses, damages, liabilities, expenses, encumbrances, attorneys' fees and litigation expenses (collectively "Claims") which arise or are alleged to arise wholly or partly out of: (i) any violation of this Agreement by Organizer or any Contractor; or (ii) any negligence or intentional misconduct or other action or omission of any of the Organizer Parties. Without limiting the generality of the foregoing, such Claims include matters involving: (a) bodily or personal injury, sickness or disease or death of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time; (b) losses of, or damage to, personal, intangible or real property of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time (including reduction in value and loss of use or income); (c) employer-employee relations of the Organizer Parties; (d) infringement of any intellectual property or proprietary rights; or (e) claims for express or implied indemnity or contribution arising by reason of any Claims.
- B. Owner shall indemnify, hold harmless, defend and reimburse Organizer, including Organizer's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, from and for all Claims which arise or are alleged to arise out of: (i) Owner's breach of any of its representations, warranties or obligations under this Agreement; or (ii) Owner's negligence or intentional misconduct or other action or omission of Owner, its affiliates, subcontractors, employees and agents.
- C. This Section 9 shall survive the expiration or earlier termination of this Agreement, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this Section 9 void, or to eliminate or reduce any other indemnification or right which any indemnitee has by law.

10. **LIMITATION ON LIABILITY.** Organizer hereby agrees to be solely responsible for any loss or damage to the Event Elements and any other equipment or property of Organizer or the Contractors or injury to any of the Organizer Parties resulting from the use of the Premises, except to the extent such loss or damage is caused by the gross negligence of Owner. Owner shall not be liable to any of the Organizer Parties for any loss or damage to any property of any Organizer Parties, including without limitation for any removal of such property by Owner during the Event Term or upon the earlier of the expiration of the Event Term or termination of this Agreement. Except as specifically provided in this Section 10, Organizer waives any claim against Owner for any damage to any property of the Organizer Parties and will obtain a similar waiver from any Contractor.

No representation, guarantee, assurance or warranty is made or given by Owner that the security procedures used by Owner, if any, will be effective to prevent (i) injury to Organizer, any Contractor, guests, or any other person who is or may be in the Shopping Center from time to time or (ii) damage to, or loss (by theft or otherwise) of any property of the Organizer Parties or of the property of any other person who is or may be in the Shopping Center from time to time.

ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF OWNER FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, THE AMOUNT ACTUALLY PAID BY ORGANIZER TO PAYEE UNDER THIS AGREEMENT.

11. **RELOCATION; REMOVAL.** Owner has the right in its sole discretion to relocate the Premises within the Shopping Center for any reason, including but not limited to remodeling or construction, whether temporarily or permanently. In the event of such relocation Owner shall provide Organizer with notice of the relocation and shall make reasonable efforts to relocate the Premises at Owner's expense to a location within the Shopping Center that offers comparable exposure to Organizer, as determined by Owner. If it is not feasible to relocate as determined by Owner, Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term. Such reimbursement shall be the sole and exclusive remedy available to Organizer in the event relocation of the Premises is not feasible.

During the Event Term, Owner has the right in its sole discretion to remove any or all Event Elements for any reason, including without limitation default by Organizer, or no reason. Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term for any removal not caused by Organizer's breach of this Agreement. Such reimbursement shall be the sole and exclusive remedy available to Organizer for such removal of any or all elements of the Event.

12. **TERMINATION; FAILURE TO PERFORM.**

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- A. **Termination for Cause.** Unless cured within ten (10) business days of the alleged breach (but in no event later than one (1) business day prior to commencement of the Event) either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Shopping Center, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, *et seq.* or similar law, as such may be amended from time to time. Any such notice of termination shall identify the Shopping Center to which it applies and specify the alleged breach or cause in reasonable detail. In the event of termination of this Agreement by Owner pursuant to this Subsection 12A, in addition to any other remedies available to Owner at law, in equity or otherwise, Organizer shall pay to Owner the Event Fee.
- B. **Termination without Cause.** Owner may terminate this Agreement immediately upon notice to Organizer at such time as Owner may elect without cause. If Owner terminates this Agreement without cause, Owner shall refund to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term.

13. GENERAL PROVISIONS.

- A. **Entire Agreement.** This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
- B. **Assignment.** This Agreement may not be assigned, in whole or in part, by the Organizer without the prior written consent of Owner. Owner may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of Owner under this Agreement.
- C. **Audit.** This Section shall apply if the Event Fee is based on a percentage of Organizer's sales. At any time during the Term and for one (1) year after the Expiration Date, Owner shall have the right, upon reasonable notice to Organizer to inspect and/or audit the records of Organizer directly related to the calculation of the percentage rent to verify the accuracy of any information provided by Organizer to Owner. Such inspection shall occur at Organizer's headquarters during mutually agreed upon dates and times during regular business hours.
- D. **Notices.** All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact for notice as set forth on Exhibit A, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been given either when personally delivered or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery or, in the absence of delivery, on the date of mailing. Every notice shall identify the Shopping Center to which it applies. The provisions of this Section 13C shall survive termination of this Agreement.
- E. **Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Shopping Center is located without regard to its choice of law or conflicts of laws provisions. The parties hereby waive trial by jury. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the prevailing party in the action or proceeding shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.
- F. **Reformation and Severability.** If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- G. **Waivers; Modification; Amendment.** No waiver, modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment and the Shopping Center to which it applies. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- H. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- I. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, except

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for the obligation to pay, if such delay or failure is caused by a force beyond such party's control.

- J. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

ORGANIZER:

Homestead Steaks, LLC

By: Margen Evans

Its: Manager Operations and Logistics

OWNER:

**MAYFAIR MALL, LLC,
a Delaware limited liability company**

By: Chris Jaeger

Authorized Signatory

Brookfield Properties

EXHIBIT A

1. SHOPPING CENTER; EVENT TERM.

Owner Entity: MAYFAIR MALL, LLC

Property Name: Mayfair
2500 NORTH MAYFAIR ROAD SUITE 200
WAUWATOSA, Wisconsin 53226

Attn: Jennifer Langlois
p: jennifer.langlois@bpretail.com
e:

Date / Time	Location(s) /Event Elements
05/09/2024 - 05/27/2024	Mayfair (4108) - Creativity 10 / Creativity
05/09/2024 - 05/27/2024	Mayfair (4108) - Macy's North / Event - Parking Lot Event

2. EXPIRATION DATE. 5/27/2024

3. EVENT.

Sales of USDA inspected/approved meats. Including but not limited to , beef cut into steaks, burgers and all related beef products, chicken, pork and seafood. Sales of product to be in the mall parking lot from a 24' refrigerated truck parked beside a 20x20 retail sales tent. Set up 5/9/2024 sale 5/10-5/26 and tear down 5/27/2024.

4. EVENT FEE; PAYMENT SCHEDULE.

Total Fees: \$4,500.00

	Invoice Date	Due Date	Amount	Sales Tax	Total Amount
Pymt 1:	5/9/2024	5/9/2024	\$4,500.00	\$0.00	\$4,500.00

Event Fee is payable through the SnapPay payment portal.

Revenue Account Code: 42505 Events, Sampling & Tours
42575 Creativity

5. PAYEE(S); ADDRESS(ES) OF PAYEE(S).

MAYFAIR MALL, LLC
MAYFAIR
PO BOX 772816
CHICAGO, Illinois 60677-2816

6. DELIVERY DATE. 5/9/2024

7. EVENT ELEMENTS.

Parking lot area to include up to 10 parking spaces.

8. SERVICES.

Obligations of Owner:

- Providing agreed upon common area space (up to 10 parking spaces).
- Review and approve all aspects of event build out/design.
- Providing proof of performance photos.
- Granting access to the property for installation, maintenance and removal of collateral.

Owner will be responsible for providing the following services and/or benefits to Organizer:

Owner Production/Construction of Materials Responsibilities:

n/a

Owner Installation of Materials Responsibilities:

n/a

Owner Maintenance of Materials Responsibilities:

n/a

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Owner Removal of Materials Responsibilities:

n/a

Owner Return of Materials Responsibilities:

n/a

Number of Electrical Outlets Required:	0	Descriptions of Electrical Outlets Required:
		n/a
Number of Tables Required:	0	Description of Tables Required:
		n/a
Number of Chairs Required:	0	Description of Chairs Required:
		n/a
Number of Security Guards Required:	0	Description of Security Guards Required:
		n/a
Number of Platforms/Stages Required:	0	Description of Platforms/Stages Required:
		n/a
Table Skirting Required:	n/a	

Obligations of Organizer:

- Submitting signed agreement, COI, and payment prior to program start date.
- Roaming is not permitted. Organizer and crew must stay within designated event footprint.
- All displays/events must be presented in an ordered, professional manner, yard signs are not permitted around the property.
- All trash and cardboard must be taken to closest compactors, must not be on left on the ground.
- The property must be returned in its original condition. Damage is subject to additional fees.
- Responsible for all event elements, including staffing, build out, design, etc.
- Responsible for contacting Owner at least 48 hours prior to event start date to discuss logistics.
- Organizer shall pay an additional 15% of all gross sales and revenues in excess of \$30,000.00 (percentage fee) for the term prior to or by 6/5/2024.

Organizer will be responsible for providing the following services and/or benefits to Owner:
Organizer Production/Construction of Materials Responsibilities:

All event elements

Organizer Installation of Materials Responsibilities:

All event elements

Organizer Maintenance of Materials Responsibilities:

All event elements

Organizer Removal of Materials Responsibilities:

All event elements

Organizer Return of Materials Responsibilities:

n/a

9. NOTICE ADDRESSES.

(a) Owner:
c/o Brookfield Properties Retail Inc.
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: VP, Strategic Partnership

(b) Organizer:
Homestead Steaks, LLC
1715 S. MADISON AVE.
STE H
WEBB CITY, Missouri 64870
FEIN: 45-4774815
Phone: (417) 540-7370

With copy to:
Brookfield Properties Retail Inc.
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: Legal Department - Corporate Contracts and Securities

Brookfield Properties

EXHIBIT B INSURANCE REQUIREMENTS

REQUIRED INSURANCE.

Organizer and Contractor shall furnish and maintain in effect during the Term of the Agreement the insurance coverage described below:

General Liability

\$1,000,000 Occurrence/\$1,000,000 Aggregate except the Events set forth below which shall be as follows

Type of event

Standard GL Occurrence / Aggregate Requirement

Dances	\$1,000,000 / \$3,000,000
Petting Zoos	\$1,000,000 / \$3,000,000
Vehicle Display Events	\$1,000,000 / \$3,000,000
Vehicle Driven Events	\$2,000,000 / \$5,000,000
Food Truck Events	\$2,000,000 / \$5,000,000
Specialty Markets	\$2,000,000 / \$5,000,000
Walks/Races	\$2,000,000 / \$5,000,000
Carnivals	\$5,000,000 / \$5,000,000
Circuses	\$5,000,000 / \$5,000,000
Concerts (> 1500 attendees)	\$5,000,000 / \$5,000,000
Dunk Tank	\$5,000,000 / \$5,000,000
Rock Climbing	\$5,000,000 / \$5,000,000
E-cycling	\$2,000,000 / \$2,000,000
Medical Testing/Consultation	\$1,000,000 / \$2,000,000
Health Screenings	\$1,000,000 / \$2,000,000
Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000

Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.

Professional Liability (Medical Malpractice)

Medical Testing/Consultation	\$1,000,000 / \$3,000,000
Health Screenings	\$1,000,000 / \$3,000,000
Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000

** Organizer shall ensure that all shots are administered by a registered health professional (e.g. LPN, RN, Physician's Assistant, etc.).

Automobile Liability

\$1,000,000 Combined Single Limit

Workers' Compensation Employers' Liability

Statutory

OR
\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

(for Monopolistic States) Workers' Compensation Stop Gap Employers' Liability

Evidence of Monopolistic State
Coverage
\$500,000 Occurrence/Aggregate

Liquor Liability, or a combination of Liquor Liability and Follow Form Umbrella Liability or Follow Form Excess Liability: (if alcohol is served)

Not Less Than \$5,000,000 Per Occurrence

This insurance shall include, but not be limited to, coverage for liability arising from premises, operations, independent contractors, and liability assumed under an insured contract.

Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.

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POLICY REQUIREMENTS.

The insurance required of Organizer and Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Event(s) is located, and maintaining an AM Best rating of at least A- VII.

The General Liability Insurance, Automobile Liability Insurance, Liquor Liability insurance, and the Follow Form Umbrella Liability Insurance or Follow Form Excess Liability Insurance shall name, as "Additional Insureds", Brookfield Properties Retail Holding LLC, Brookfield Properties Retail Inc. and Shopping Center Owner Entity (exactly as identified on Exhibit A). All Insurance policies required by this Agreement shall contain waivers of any and all rights of subrogation against the Additional Insureds, and the Liability Insurance policies required by this agreement shall contain either a cross-liability endorsement or separation of insureds provision, which provision shall permit the limits of liability under Organizer's policies to apply separately to each Additional Insured.

All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Organizer, its employees, agents, contractors and/or subcontractors.

Organizer and Contractor, for both themselves and on behalf of the "Additional Insureds", shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible or self-insured retention, including any loss not covered because of the operation of such deductible or self-insured retention.

Before any Event, the Shopping Center shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force. All insurance policies required in the Agreement shall not be allowed to be cancelled, allowed to lapse or substantially modified without thirty (30) days' prior written notice to Owner, except for non-payment of premium for which ten (10) days notice shall be provided.

Compliance with the insurance requirements of this Agreement shall not be relieved by Owner's, or any Shopping Center's, receipt or review of any insurance certificates.

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EXHIBIT C
CONTRACTOR HOLD HARMLESS AGREEMENT

The undersigned, _____
("Contractor"), in connection with the _____
("Event") to be conducted at _____ (the "Shopping Center") during the Event Term
specified in that certain Event Agreement dated _____ by and between the Owner that has executed this Agreement ("Owner")
and Homestead Steaks, LLC ("Organizer") will indemnify, protect, defend and hold harmless Owner, Owner's parent companies,
subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and
against any and all claims, damages, actions, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court
costs arising from or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or
employees (collectively "Contractor Parties") in connection with the Event and/or the presence of Contractor Parties at the Shopping
Center. Contractor waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property while at the
Shopping Center.

Contractor: _____
Name: _____
Date: _____
If a corporation _____
By: _____