

**CITY OF WEST ALLIS  
DEPARTMENT OF DEVELOPMENT  
STOREFRONT IMPROVEMENT AGREEMENT GRANT  
National Avenue Commercial Corridor District**

**CONTRACT**

CONTRACT NO. \_\_\_\_\_

DATE OF AWARD \_\_\_\_\_

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 8415 W. Greenfield Ave.

TAX KEY NUMBER: 451-0611-001

IMPROVEMENTS (General): See attached Exhibit A – “Contractor Quotes” Exhibit B – “Approved Architectural Plans” and Exhibit C – “Budget”

TIME OF PERFORMANCE: Completed by 12/31/17

TOTAL AMOUNT OF CONTRACT: Up to \$30,000.00

THIS AGREEMENT, entered into by and between Sarandos 2 LLC (hereinafter referred to as the "OWNER"), and the City of West Allis, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

Performance and schedules will be approved by John F. Stibal, Director, Department of Development (or his designee) of the City of West Allis, Department of Development.

Work may commence in accordance with approved performance and work schedules.

Recitals:

WHEREAS, The OWNER represents itself as being capable and qualified to undertake and have installed those certain facade improvements, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract.

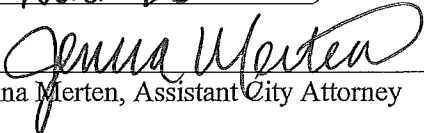
NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. **FACADE IMPROVEMENTS AND REQUIREMENTS.** The OWNER hereby agrees to make the facade improvements as hereinafter set forth, all in accordance with the terms and conditions of this Contract. OWNER agrees time is of the essence and will meet all deadlines, any schedules as herein set forth, and is required to:
  - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the facade improvements delineated in this Contract, as outlined in Exhibits A, B, and C, which are attached and hereby incorporated by reference.
  - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the facade improvements.

- C. Comply with time schedules and payment terms.
  - D. Make no changes to the building facade without Department of Development approval for a period of five (5) years from and after completion of the facade improvements, except for maintenance and changes to sign fascia for new tenants.
- II. SCOPE OF SERVICES. The OWNER shall in a satisfactory, timely and proper manner, undertake and complete the following project(s) as set forth in the attached Exhibit(s). Any Budget Amendment or Activity Report Amendment to be considered by the CITY from the OWNER must be submitted no later than ninety (90) days prior to the expiration of this Contract.
- III. AVAILABILITY OF FUNDS.
- A. Funds are made available through the Commercial Façade Improvement Grant that was established to assist properties near various Tax Increment Finance Districts (TIF) that budget funds for improvements that are within ½ mile of the TIF boundaries.
  - B. In the event of project modification or reduction that is approved by the Plan Commission or City staff, the parties shall agree upon the portions of the contract to be reduced or modified. If the parties do not agree, work will be stopped and require an amendment to the Contract subject to City approval.
- IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested," addressed to the OWNER at:
- Name: Sarandos 2 LLC  
Address: 9131 W. Cleveland Ave.  
City and State: West Allis, WI 53227
- And to the CITY at:
- John F. Stibal, Director  
Department of Development  
City of West Allis  
7525 West Greenfield Avenue  
West Allis, Wisconsin 53214
- All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.
- V. TIME OF PERFORMANCE. The facade improvements to be made under the terms and conditions of this Contract shall be in force and shall commence from approval of performance and work schedules by the Director of Development, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies incurring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the OWNER shall continue to be obligated thereafter to fulfill OWNER's responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.
- VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.
- A. Performance. The OWNER agrees that the performance of work, services and the results therefore, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

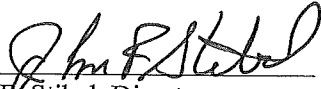
- B. Place of Performance. The OWNER shall make the facade improvements to the following property:
- 8415 W. Greenfield Ave.  
West Allis, WI 53227
- C. Compensation. The CITY agrees to reimburse the OWNER, subject to satisfactory completion and acceptance of the facade improvements by the Department of Development and the other contingencies herein, and the OWNER agrees to accept for the satisfactory completion of the facade improvements under this Contract an amount not to exceed the maximum as indicated on Page 1 under "Total Amount of Contract," inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the required improvements. OWNER shall submit such invoices, statements, checks and other evidence of payment as the Department may require to verify the amount of reimbursement due under this Contract.
- D. Taxes, Social Security, and Government Reporting. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the OWNER receiving payment under this Contract shall be the sole responsibility of the OWNER.

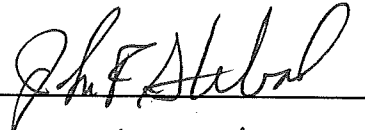
Approved as to form this 15<sup>th</sup> day  
of November, 2017.

  
\_\_\_\_\_  
Jenna Merten, Assistant City Attorney


Signatures on Next Page

**CITY OF WEST ALLIS**

By:   
John E. Stibal, Director  
Director of Development


Date:   
11-2-17

**SARANDOS 2 LLC**

By:   
Danny C. Sarandos  
Owner & Managing Member

Date: 11-9-17

Countersigned:

By:   
Peggy Steeno  
Director of Finance

Date: 11/3/17

**Attached**

**Exhibit A**

**“Contractor Quotes”**



5/24/17

Mr. Danny Sarandos  
Parthenon Foods  
9131 W. Cleveland Ave.  
Milwaukee, WI 53227

Re: 8415 Greenfield Ave.  
West Allis, WI

Dear Danny,

We are pleased to provide you with this proposal to rework the site landscaping at 8415 Greenfield Ave. in West Allis, WI. Our proposal to include:

**GENERAL CONDITIONS**

- We include local building permits.

**LANDSCAPING**

Landscaping to include the following:

- Remove the existing plants at the east sidewalk.
- Install new plantings per the attached drawing.
- Plants include: 3- Pear Cleveland Select 2" BB
  - 5 – Diervilla Lonicera 15" – 18"/3G
  - 5 – Hydrangea LTL Lime 15"-18"/3G
  - 6 – Crimson pigmy Barberry 15"/3G
  - 11 – Anthony Waterhouse Spirea 12-15"/2G
  - 7 – Rose Charles Albanel 2G
  - 3 – Sedum Autumn Joy 1G
  - 8 – Catmint Walkers Low 1G
  - 4 – Day Lily Happy Returns 1G
  - 30 – Install Daffs/Tulips ea.
  - 1500 s.f. of 3" "Enviro" brown mulch

**CONCRETE**

Install a concrete slab at the corner approximately 8'x 10' for installation of the bench, trash can and bike rack. Slab to be 4" thick reinforced with wire mesh.

**SPECIALTIES**

Includes furnishing and installation of the following at the corner on a concrete slab:

- One (1) Wausau Tile Model TF1009 trash can.
- One (1) Wausau Tile model SL502 concrete bench 72" x 20" x 17"

- One (1) Wave style 5-bike rack in black, mounted to concrete.

**One Source Construction Corporation** proposes a budget for the above work in the amount of **Eleven Thousand Four Hundred Thirty-Five Dollars & No Cents.**  
**\$11,435.00**

We exclude the following:

1. Rework of the planting next to the building
2. Rework or repairs to the sidewalks, curbs or other concrete.
3. Cold weather construction costs (including but not limited to heat charges or additives to concrete, frost removal, snow removal, covering or temporary heating, etc.)
4. Any special fees, assessments or permit costs over and above the listed allowances.

We appreciate the opportunity to work with you on this project and look forward starting the work.

Sincerely

**One Source Construction Corporation**

Mark Schneider  
President





**Optimum Signs, Inc**  
 W134N5504 Campbell Drive  
 Menomonee Falls, WI 53051  
 Ph: (262) 289-9481  
 Email: scott@optimumsignswi.com  
 Web: http://optimumsignswi.com

**Estimate #: 1107**

<b>Created Date:</b>	4/3/2017 5:32:00PM	<b>Prepared For:</b>	Parthenon Foods, Inc.
<b>Salesperson:</b>	Scott Kuehn	<b>Contact:</b>	Danny Sarandos, Owner
<b>Email:</b>	scott@optimumsignswi.com	<b>Office Phone:</b>	(414) 321-5522
<b>Not Specified:</b>	N/A	<b>Email:</b>	sales@pathanonfoods.com
<b>Business 2:</b>	(262) 289-9481	<b>Address:</b>	9131 West Cleveland Milwaukee, WI 53227
<b>Entered by:</b>	Scott Kuehn		

**Description: Monument Sign**

		Quantity	Price	Unit Price	Subtotal
<b>1</b>	<b>Product:</b> Custom Product & Services <b>Description:</b> 4' x 8' Replica Parthenon Monument Sign with Led Lights • 1 Ea., Monument Sign	1	\$8,400.00	\$8,400.00	\$8,400.00

		Quantity	Price	Unit Price	Subtotal
<b>2</b>	<b>Product:</b> Custom Product & Services <b>Description:</b> Run Electric Power to Monument Sign (break Asphalt and run power, Patch Parking Lot) • 1 Ea., Electrical Work	1	\$2,196.00	\$2,196.00	\$2,196.00

<b>Estimate Total:</b>	\$10,596.00
<b>Subtotal:</b>	\$10,596.00
<b>Taxes:</b>	\$603.97
<b>Total:</b>	\$11,199.97

**Payment Terms:** Balance due upon receipt.

**Client Reply Request**

- Estimate Accepted "As Is". Please proceed with Order.  
 Changes required, please contact me.

Other: \_\_\_\_\_  
 SIGN: \_\_\_\_\_ Date: / /





**Optimum Signs, Inc**  
 W134N5504 Campbell Drive  
 Menomonee Falls, WI 53051  
 Ph: (262) 289-9481  
 Email: scott@optimumsignswi.com  
 Web: http://optimumsignswi.com

**Estimate #: 896**

<b>Created Date:</b> 4/18/2016 7:45:00AM	<b>Prepared For:</b> Parthenon Foods, Inc.
<b>Salesperson:</b> Scott Kuehn	<b>Contact:</b> Bobby ., Owner
<b>Email:</b> scott@optimumsignswi.com	<b>Office Phone:</b> (414) 321-5522
<b>Cell Phone:</b> (414) 426-2981	<b>Email:</b> sales@parthanonfoods.com
<b>Business 2:</b> (262) 289-9481	<b>Address:</b> 9131 West Cleveland
<b>Entered by:</b> Scott Kuehn	Milwaukee, WI 53227

**Description: New Building 8400 W Greenfield**

		Quantity	Price	Unit Price	Subtotal
<b>1</b>	<b>Product:</b> Custom Product & Services <b>Description:</b> 24.02" x 132.7"Shoebox Style, Seamless, Color TBD with LED illuminated "Parthanon Foods" Green letters " European Market" push through acrylic letters and round LED lite box with translucent face with logo. • 2 Ea., Custom Exterior Sign	2	\$11,599.98	\$5,799.99	\$11,599.98
<b>2</b>	<b>Product:</b> Custom Product & Services <b>Description:</b> Installation of 2 exterior grade pan signs • 1 Ea., Installation of Electric Signs	1	\$1,299.00	\$1,299.00	\$1,299.00
<b>3</b>	<b>Product:</b> Custom Product & Services <b>Description:</b> Municipal Sign Permit • 1 Ea., Permits	1	\$300.00	\$300.00	\$300.00

<b>Estimate Total:</b>	\$13,198.98
<b>Subtotal:</b>	\$13,198.98
<b>Taxes:</b>	\$752.34
<b>Total:</b>	\$13,951.32

**Payment Terms:** Balance due upon receipt.

**Client Reply Request**

- Estimate Accepted "As Is". Please proceed with Order.  
 Changes required, please contact me.

Other: \_\_\_\_\_  
 SIGN: \_\_\_\_\_ Date: / /



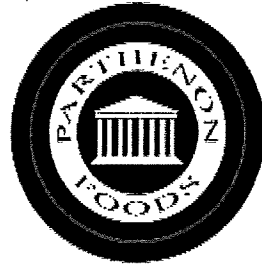
**Attached**

**Exhibit B**

**“Architectural Plans”**



2.5 ft



EUROPEAN MARKET

PARTHENON  
FOODS

9 ft

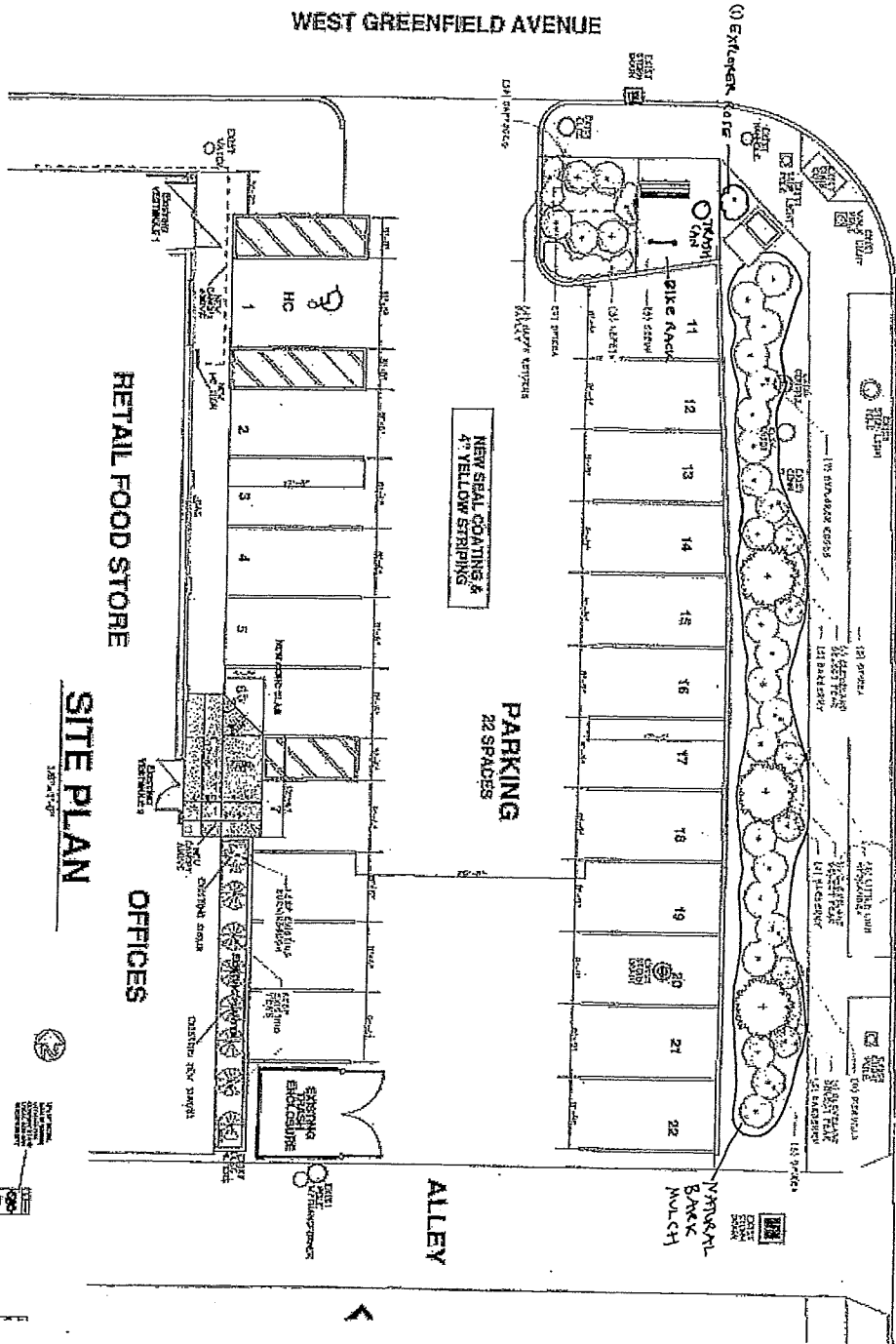
2 ft

3 ft





WEST GREENFIELD AVENUE



RETAIL FOOD STORE  
SITE PLAN

PARKING  
22 SPACES

OFFICES

ALLEY

# PARTHENON MARKET

2415 - 2419 W. GREENFIELD AVE - WEST ALLES, WI

**HRMWS**  
LANDSCAPE ARCHITECTURE  
DESIGN & CONSTRUCTION  
148522255  
1727 W. WATSON ROAD, SUITE 100  
VERONA, NJ 07093  
Phone: 973-418-8373  
Fax: 973-418-8373  
hrmws@hrmws.com  
info@hrmws.com

Project:	Parthenon Market
Client:	Parthenon Market
Site:	2415 - 2419 W. Greenfield Ave, Verona, NJ
Scale:	1" = 10'-0"
Date:	10/15/2013
Drawn by:	JLH
Checked by:	JLH
Reviewed by:	JLH
Approved by:	JLH



**Attached**

**Exhibit C**

**“Budget”**



8415 W. Greenfield Avenue  
Sarandos 2 LLC

Demonstration Commercial Façade Improvement Grant

Item	Route 1	Route 2	Price/Budget	% Owner	% Grant	Total
1 Permit Fees				100%		
2 Masonry				50%		
3 Siding				50%		
4 Windows				50%		
5 Glass Block				50%		
6 ReUse Coral				50%		
7 Doors				50%		
8 Electrical				50%		
9 Architectural Accents				50%		
10 Tiles				50%		
11 Parking Lot*				50%		
12 Painting				50%		
13 Awning				50%		
14 Privacy Fence				50%		
15 Rendering				50%		
16 Architectural Services				50%		
17 Plan Review				100%		
18 Signs (wall)	Optimum		\$ 13,951	73%		\$ 13,951
19 Signs (Monument)	Optimum		\$ 11,200	75%		\$ 11,200
20 Landscaping	One Source		\$ 11,435	100%		\$ 11,435
21 Lighting				100%		
22 TOTAL GRANT			\$ 36,586	\$ 30,019	\$ 6,567	\$ 36,586
23					Grant Max. \$ 30,000	
24					\$ (23,483)	
25			\$ 36,586	3%		
26			\$ 6,586	50%		
27			\$ 30,000	50%		
28			\$ 36,586	100%		
29						
30						
31			\$ 500,000			
32			\$ 450,000			
33						
34						
35						
36						
37			\$ 150,000			
38			\$ 1,100,000			
39						
40						
41			\$ 1,100,000	94%		
42			\$ 36,586	3%		
43			\$ 30,000	3%		
44				0%		
45			\$ 1,166,586	100%		

Item	Amount	%
Total Project Cost	\$ 36,586	3%
Owner	\$ 6,586	50%
City	\$ 30,000	50%
Total	\$ 36,586	100%

Item	Amount
Acquisition	\$ 500,000
Buildout	\$ 450,000
Electrical	
Plumbing	
Signs	
Landscaping	
Other	\$ 150,000
Total	\$ 1,100,000

Item	Amount	%
Total Investment	\$ 1,100,000	94%
Private	\$ 36,586	3%
Public	\$ 30,000	3%
Public		0%
Total	\$ 1,166,586	100%

