

**CITY OF WEST ALLIS  
DEPARTMENT OF DEVELOPMENT  
STOREFRONT IMPROVEMENT PROGRAM  
TAX INCREMENT DISTRICT NUMBER 14 FUNDS**

**CONTRACT - Part 1**

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

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

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 6918-6922 W. Becher St.

TAX KEY NUMBER: 476-0086-000

IMPROVEMENTS (General): See attached Exhibit A- "Contractor Quotes", Exhibit B - "Architectural Plans" and Exhibit C - "Budget"

TIME OF PERFORMANCE: Completed by September 29, 2023

TOTAL AMOUNT OF CONTRACT: Grant project cost, not to exceed \$40,000.00

THIS AGREEMENT, entered into by and between Lutz Land Management, 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 Patrick Schloss, Executive Director, Economic Development (or his designee) of the City of West Allis, Economic Development.

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

WITNESSETH THAT:

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.
  - 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. This contract award is 100% funded with tax increment financing funds designated for rehabilitation or economic development improvements.
- B. In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.
- IV. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested,"

addressed to the OWNER at:

Lutz Land Management, LLC  
6918-6922 W. Becher St.  
West Allis, WI 53219

and to the CITY at:

Patrick Schloss, Executive Director  
Economic 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:
- 6918-6922 W. Becher St.  
West Allis, WI 53219
- 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, verifying 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 \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kail Decker, City Attorney

**CITY OF WEST ALLIS**

**Lutz Land Management, LLC**

By: \_\_\_\_\_  
Patrick Schloss, Executive Director

By: \_\_\_\_\_  
Mark Lutz, Property Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Countersigned:

By: \_\_\_\_\_  
Jason Kaczmarek  
Finance Director

Date: \_\_\_\_\_

Attached

Exhibit A

“Contractor Proposals”

# Proposal

February 22, 2023

## **Rehal Carpentry & Remodeling LLC**

13015 West Kent Avenue  
Brookfield, WI 53005  
(414) 736-2955

**Proposal submitted to:**  
Mark Lutz

**Work to be performed at:**  
6918-6922 W Becher Street

**Rehal Carpentry and Remodeling hereby submit specifications and estimates for exterior repair. Below is a full labor breakdown:**

Replace 22 double-hung windows with white vinyl replacement windows and exterior aluminum window trim on exterior \$675 per window opening for a total of \$14,850

Install glass block windows in baths with vent = \$1500

Install 2 exterior doors with a screen door on rear exits of apartments = \$3600

Install smart siding on the front apartment second floor bump outs with trim to match the butcher shop = \$4,600

Prep storefronts for new window installation = \$5200

Install new storefront windows and 3 entrance doors = \$37,000

Acid wash brick facade, remove awnings, remove satellite dishes and cords \$3,000.

Remove paint on the east wall = \$1,900.

Tuckpoint brick on east and south walls = \$3600

Install new storefront lighting =4,800

Install sign lightening = \$1,200

Build rear second-floor patio decks with staircase = \$14,000

**Clean and disposal of all job-related debris in the job site dumpster**

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# Proposal

February 22, 2023

## **Rehal Carpentry & Remodeling LLC**

13015 West Kent Avenue  
Brookfield, WI 53005  
(414) 736-2955

**We hereby propose to furnish labor and material—complete in accordance with the above specifications, for the sum of ninety-six thousand two hundred and fifty dollars. \$96,250.00  
Payments are to be made as follows:**

**\$48,125.00 due down  
\$48,125.00 due upon completion**

All material is guaranteed to be as specified and completed substantially according to all current industry codes and standards or better. All alterations or deviations from the above specifications and provided prints involving extra costs will be executed only upon customer authorization and will become an extra charge over and above the estimate.

This Proposal does not include permit fees where applicable.

If there are any questions please contact me at (414) 736-2955.

Respectfully submitted,

Balpreet S. Rehal  
Rehal Carpentry & Remodeling

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Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. Payments will be made as outlined above.

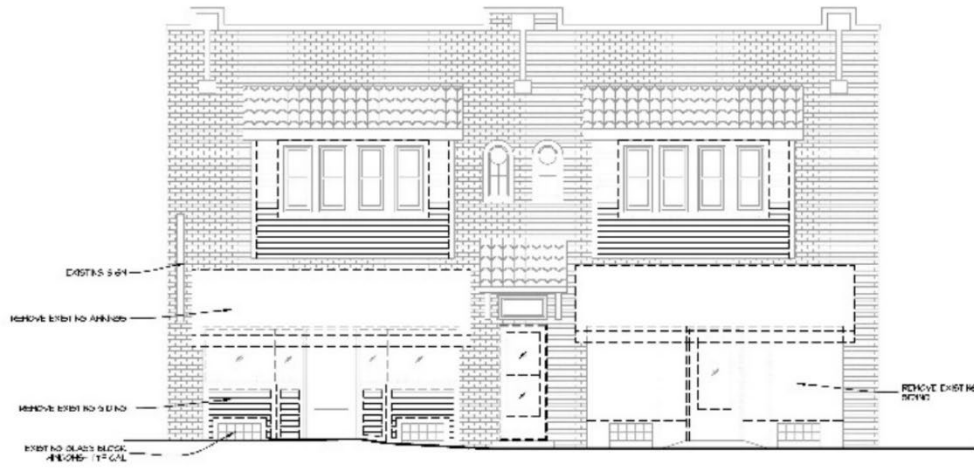
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Printed Name

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Signature

**Attached**  
**Exhibit B**  
**“Architectural Plans”**



**EXISTING/DEMO FRONT (NORTH) ELEVATION**

1/4" = 1'-0"



**PROPOSED FRONT (NORTH) ELEVATION**

1/4" = 1'-0"

WALL KEY:	
	= EXIST. WALL TO REMAIN
	= EXIST. WALL TO BE REMOVED
	= NEW STLD. WALL



REVISION	DATE
1	10-21-2011
2	10-21-2011

**REMODEL**  
 5823 ROCKY STREET  
 WYOMING, NJ 08097  
 SHEET 1 OF 1  
**EXISTING/PROPOSED FRONT ELEVATION, BUILDING DATA & GENERAL NOTES**

**EX-1**

DATE: 04-15-14 09:22

PROJECT NUMBER: 22-144

**Attached**

**Exhibit C**

**“Budget”**

6918-6922 W. Becher St.  
Lutz Land Management, LLC  
3.16.23

Storefront Improvement Program

	Price/Budget	%	Owner	%	Grant Amount	
Permit Fees	\$ 550	100%	\$ 550	0%	0	\$ 550
Install glass block windows in baths	\$ 1,500	100%	\$ 1,500	0%	\$ -	\$ 1,500
Replace 22 double-hung windows	\$ 14,850	34%	\$ 5,049	66%	\$ 9,800	\$ 14,849
Install smart siding on front w/ trim	\$ 4,600	50%	\$ 2,300	50%	\$ 2,300	\$ 4,600
Prep storefronts for windows	\$ 5,200	0%	\$ -	100%	\$ 5,200	\$ 5,200
Install new storefront windows & 3 doors	\$ 37,000	50%	\$ 19,000	50%	\$ 18,000	\$ 37,000
Acid wash brick façade, remove accessories	\$ 3,000	100%	\$ 3,000	0%	\$ -	\$ 3,000
Remove paint on the east wall	\$ 1,900	0%	\$ -	100%	\$ 1,900	\$ 1,900
Tuckpoint brick on east and south walls	\$ 3,600	100%	\$ 3,600	0%	\$ -	\$ 3,600
Install new storefront lighting	\$ 4,800	100%	\$ 4,800.00	0%	\$ -	\$ 4,800
Install sign lighting	\$ 1,200	100%	\$ 1,200	0%	\$ -	\$ 1,200
Build rear second-floor decks w/ staircase	\$ 14,000	100%	\$ 14,000	0%	\$ -	\$ 14,000
Install two exterior doors	\$ 3,600	50%	\$ 1,800	50%	\$ 1,800	\$ 3,600
Cleanup	\$ 1,000	0%	\$ -	100%	\$ 1,000	\$ 1,000
		100%	\$ -	0%	\$ -	\$ -
<b>TOTAL PROJECT</b>	<b>\$ 96,800</b>	<b>0%</b>	<b>\$ 56,799</b>		<b>\$ 40,000</b>	<b>\$ 96,799</b>
Total Project Cost	\$ 96,800					
Owner/Bank	\$ 56,800	59%				
<b>City Grant</b>	<b>\$ 40,000</b>	<b>41%</b>				
		100%				

Inside	TBD	
Equipment	TBD	
Acquisition		\$435,000
Façade/Exterior Outside		\$96,800
<b>Façade &amp; Acquisition Total</b>		<b>\$531,800</b>