

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
STOREFRONT IMPROVEMENT PROGRAM
Tax Increment Number 11 Funds**

CONTRACT - Part 1

CONTRACT NO. _____

DATE OF AWARD _____

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 8911 W. National Ave.

TAX KEY NUMBER: 478-0085-000

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

TIME OF PERFORMANCE: Completed by April 19, 2023

TOTAL AMOUNT OF CONTRACT: Grant project cost, not to exceed \$30,000.00

THIS AGREEMENT, entered into by and between Mike & Cathy 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:

Mike & Cathy LLC
Michael Lange
8911 W. National Ave.
West Allis, WI 53214

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:
- 8911 W. National Ave.
West Allis, WI 53214
- 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 _____, 2022.

Kail Decker, City Attorney

CITY OF WEST ALLIS

Mike & Cathy, LLC

By: _____
Patrick Schloss, Executive Director

By: _____
Michael G. Lange, Owner

Date: _____

Date: _____

Countersigned:

By: _____
Jason Kaczmarek
Finance Director

Date: _____

Attached
Exhibit A
“Contractor Proposals”

7/20/2021

Your Proposal



Construct Boss, Inc.
 9401 Beloit Road • Milwaukee, WI 53227 • Phone: 414-301-1630

Fourth - N - Long
 414-852-7771

8911 W. National Avenue
 West Allis, WI 53227

Print date: 7-20-2021

Thank you for allowing ConstructBoss, Inc the opportunity to provide an estimate for your project. Based on initial consultation and job visit, ConstructBoss, Inc has put together a proposal with breakdown of work included. The project was priced based on jobsite visit and initial consultation. If applicable attached with this proposal is a list of Allowances. All allowances can be credited if not needed.

REMODELING AGREEMENT

Title	Description	Qty / Unit	Price
Architectural Plans	Plans required for Permits (estimated cost)	1 EA	\$3,000.00
Permits & Inspections	Permit & Inspection Fees (estimated cost)	1 EA	\$2,000.00
Dumpsters	Dumpsters for Debris Removal from Site	3 EA	\$1,890.00
Exterior Site Work	Excavate & Create Shute for Food Transportation to Kitchen to include Cellar Doors to keep Weatheright Excavate & Form Walkways at Front Entrance Remove current Concrete as needed and Extend Side Walkway along Dumpster Area	1 EA	\$19,500.00
Exterior Carpentry Renovations	Remove (768SQ) of Cedar Shake Siding Frame in Picture Window & Install (2) 36x x 42t Vinyl Double Hung Windows Replace (3) Fixed Windows to Vinyl Double Hung Windows Trim (9) Windows and Side Entry Door (122LN) install (768SQ) House Wrap Weather Barrier for new Siding Install (96) Furring Strips 16"OC to Concrete Block for Siding	1 EA	\$35,131.20

7/20/2021

Your Proposal

	Install (768'SQ) of Double 4" Vinyl Siding			
	Reverse Front Door for ADA Compliance			
	Replace Parking Lot Entrance Door			
	Install Canopy Style Roof with Removable Screen Frames on 8'x12' Deck on Parking Lot Entrance			
	Install Platform on Roof for HVAC Unit			
	Install (74'LN) Privacy Fencing around new HVAC Equipment			
Kitchen - Carpentry Items	Remove Wall for Hood System & Rebuild with FRP Wall Board (160'SQ)	1	\$46,178.40	
	Remove Angled Wall & Rebuild L-Shaped with FRP Wall Board (80'SQ)	EA		
	Remove Wall to Open Up Kitchen & Rebuild with FRP Wall Board (272'SQ)			
	Remove (10'LN) Wall where Kegs are Stored & Rebuild 1' over with new FRP Wall Board through including both sides of new Wall (592'SQ)			
	Remove (176'SQ) of Wall & Rebuild (272'SQ) of Wall with FRP Wall Board to create new Cooler Area			
	Insulate Cooler Walls			
	Purchase & Install Cooler Door			
	Install (22'LN) LVL Beam to Wrap around Ducting			
	Frame (128'SQ) Sump Pump Closet, Install Door w/Knob & Install (256'SQ) FRP Wall Board			
	Remove all Drop Ceiling and Install new Drop Ceiling (976'SQ)			
	Remove Ceramic Tile Flooring, Grind/Sand Concrete and Epoxy (976'SQ)			
	Bar Area - Carpentry Items	Demo & Remove Built Up Floor Framing & Hardwood Flooring (165'SQ)	1	\$32,094.90
Eliminate Smoke Eater System		EA		
Cut (6) HVAC Ducting Flush to new Floor Level & Install new Covers				
Install (12) Furring Strips over Brick Walls to Install Drywall				
Shim Drywall 1-1/2" on Walls to make flush with Electrical Boxes				
Remove Ceiling Drywall for HVAC & Electrical (1,172'SQ)				
Replace Ceiling Insulation (1,172'SQ)				
Install Drywall to Walls & Ceilings with Spray Texture (2,621'SQ)				
Prime & Paint Drywall (2,621'SQ)				
Install Pine or MDF Baseboard, Door and Window Trims (376'LN)				
Paint or Stain Trims (376'LN)				
Install Wall Ledge w/ new Brackets wrapped in Bar Top Laminate (17'LN)				
Install Diamond Plated Vinyl Sheets around Perimeter of Wall (276'SQ)				
Skim Coat Paver Flooring, Install Waterproof Commercial Grade Luxury Vinyl Planking with Transitions Strips (748'SQ)				
Bar Rebuild	Demo & Remove existing Bar Top and Side Rails	1	\$11,166.00	

Attached
Exhibit B
“Architectural Plans”



FRONT PERSPECTIVE RED SIDING OPTION



FRONT PERSPECTIVE GREY SIDING OPTION

Attached

Exhibit C

“Budget”

Sources & Uses

Sources			Uses		
CIBM Bank Loan #1	\$ 374,000.00	50.0%	Purchase Price	\$ 300,000.00	40.1%
SBA Bullet Loan #2	\$ 299,200.00	40.0%	Improvements	\$ 408,000.00	54.5%
West Allis Funding*	\$ 30,000.00	4.0%	Contingency***	\$ 40,000.00	5.3%
Borrower Equity**	\$ 44,800.00	6.0%			0.0%
		0.0%			0.0%
Total Sources	\$ 748,000.00	100.0%	Total Uses	\$ 748,000.00	100.0%

Sources			Uses		
SBA 7a Loan #3	\$ 150,000.00	75.0%	Equipment	\$ 155,000.00	77.5%
West Allis Funding*	\$ 58,500	25.0%	Working Capital	\$ 30,000.00	15.0%
		0.0%	Closing Costs**	\$ 15,000.00	7.5%
Total Sources	\$ 208,500	100.0%	Total Uses	\$ 208,500	100.0%