

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
WEST ALLIS ARTSCAPE GRANT AGREEMENT
CONTRACT**

CONTRACT NO
DATE OF AWARD

Distribution:
Original 1 - Clerk
Original 2 - Owner
Copy Economic Development

PROPERTY DESCRIPTION: 9130 W. Greenfield Ave.
TAX KEY NUMBER: 442-0533-003

IMPROVEMENTS (General): See attached Exhibit A- "Contractor Quote" Exhibit B - "Approved Public Art Plans"

TIME OF PERFORMANCE: Completed by December 31, 2022

TOTAL AMOUNT OF CONTRACT: 50% of project costs, up to \$4,375 (by reimbursement)

THIS AGREEMENT, entered into by and between Timothy Szuta, Owner, Alphonso's The Original (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"). Collectively, both Owner and City are hereby referred to as "Parties."

Performance and schedules will be approved by Patrick Schloss, Executive Director, (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 himself as being capable and qualified to undertake and have installed those certain public art 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. PUBLIC ART IMPROVEMENTS AND REQUIREMENTS. The OWNER hereby agrees to make the public art improvements as hereinafter set forth, all in accordance with the terms and conditions of this Contract and Exhibits A, B, and C, which are hereby attached and incorporated by reference. OWNER agrees time is of the essence and will meet all deadlines herein set forth, and is required to:
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the public art improvements delineated in this Contract and Exhibits.
 - B. Develop written materials, as requested, for any signage, marketing, print and/or web-based brochures, catalogs or other press materials, and attend an unveiling or dedication of the public art improvements, as requested.
 - C. Comply with time of performance and payment terms.
 - D. Maintain the public art improvements, as approved, in reasonable condition, and make no changes to the public art improvements, without Economic Development approval, for a

period of no less than five (5) years from and after completion of the public art improvements.

- E. Provide proof of payment for the required match for the grant detailed within this contract by either cancelled check, paid invoice, or other proof of payment.

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 West Allis Artscape Grant Program that was established to:

- Increase the visual character of West Allis in a positive way;
- Catalyze additional creativity, vitality and interest in West Allis;
- Create an attraction that promotes extended visitation to the city, its neighborhood and businesses;
- Enhance the visitor experience and create a welcoming environment;
- Honor the local character and/or history of West Allis; and,
- Encourage neighborhood and social media engagement.

Funds are provided through various private donations to the Community Improvement Foundation for public art improvements located throughout West Allis.

- B. This contract award is 100% funded under the West Allis Artscape Grant Program. If the availability of funds were to be reduced, the City reserves the right and the Owner agrees that Department of Development for the City of West Allis can modify and reduce grant compensation (as listed on Page 1 as the "Total Amount of the Contract"). The amount of Owner's match may be modified as well. The Department of Development will notify the Owner of such reduction as provided under Section IV.

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:

Name: Timothy Szuta, Owner, Alphonso's The Original
Address: 9130 W. Greenfield Ave.
City, State Zip: West Allis, WI 53214

and to the CITY at: Patrick Schloss, Executive Director Economic Development
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 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 public art improvement 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 Executive Director of Economic 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 public art improvements to the following property: 9130 W. Greenfield Ave. West Allis, WI 53214
- C. The OWNER agrees to not alter the mural for 5 years after the date it is completed.
- D. Compensation. The CITY agrees to reimburse the OWNER, subject to satisfactory completion and acceptance of the public art improvements by the Department of Development and the other contingencies herein, and the OWNER agrees to accept for the satisfactory completion of the public art 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.
- E. 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.

Nicholas Cerwin, Assistant City Attorney

CITY OF WEST ALLIS

By: _____
Patrick Schloss, Executive Director

Economic Development

Date: _____

ALPHONSO'S THE ORIGINAL

By: _____
Timothy Szuta, Owner

Date: _____

Countersigned at West Allis, Wisconsin this _____ day of November 2022, and I hereby certify that provisions have been made to pay the liability that will accrue under this Agreement by the City of West Allis.

By: _____
Jason Kaczmarek
Finance Director/Comptroller

Attached

Exhibit A

"Contractor Quote(s)"

Timothy Szuta – Alphonso's The Original, Mural

Objective: To create a vibrant new mural on the west side of Alphonso's Pizzeria.

Location: 9130 W. Greenfield Ave.

Budget and Costs: \$8,750 (\$8,000 for labor and \$750 for cost)

Budget Inclusions:

Business/Project Name *
Alphonso's The Original

Are you the business/project owner? *
Yes

Are you the property owner? *
Yes

Project Information

Briefly describe the property improvements you wish to undertake: *

After specifically explaining the details to the city of West Allis I was given the green light to have the mural done on my building. I proceeded with the project and hired a reputable artist to perform the task and as of now the job is in its final stages of completion. The artist name is EGO the artist. I've already spent \$5,000.00 of my own money to fund the project. There will be no trademark issues with the mural whatsoever.

Estimated Cost (Labor) *
8,000

Estimated Cost (Materials) *
750

📊 Total Cost
8,750

Attached

Exhibit B

"Public Art Plans"



