

37



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2004-0352 Resolution In Committee

Resolution relative to determination of Special Use Application to establish a day care and pre-school facility within a portion of the Mary Queen of Heaven building located at 2360 S. 106 St.

Introduced: 12/21/2004

Controlling Body: Safety & Development Committee

COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>12/21/04</u>			Barczak	✓			
			Czaplewski				
			Dobrowski				
			Kopplin				
			Lajsic	✓			
			Narlock				
			Reinke	✓			
			Sengstock				
		✓	Vitale	✓			
	✓		Weigel	✓			
			TOTAL	<u>5</u>	<u>0</u>		

SIGNATURE OF COMMITTEE MEMBER

[Signature] Vice-Chair _____ Member

Chair

ADOPT

COMMON COUNCIL ACTION	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
			Barczak	✓			
			Czaplewski	✓			
			Dobrowski	✓			
			Kopplin	✓			
	✓		Lajsic	✓			
			Narlock	✓			
		✓	Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	<u>10</u>	<u>-</u>		

DEC 21 2004

B. Burke
Steve Schaar
Ted Atkinson
Tracy Astin
Cormac Thies

**STANDING COMMITTEES OF THE
CITY OF WEST ALLIS COMMON COUNCIL
2004**

ADMINISTRATION & FINANCE

Chair: Michael J. Czaplewski
Vice-Chair: Martin J. Weigel
Gary T. Barczak
Thomas G. Lajsic
Rosalie L. Reinke

PUBLIC WORKS

Chair: Richard F. Narlock
Vice-Chair: Linda A. Dobrowski
Kurt E. Kopplin
Vincent Vitale
James W. Sengstock

SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic
Vice-Chair: Vincent Vitale
Gary T. Barczak
Martin J. Weigel
Rosalie L. Reinke

LICENSE & HEALTH

Chair: Kurt E. Kopplin
Vice-Chair: James W. Sengstock
Linda A. Dobrowski
Richard F. Narlock
Michael J. Czaplewski

ADVISORY

Chair: Rosalie L. Reinke
Vice-Chair: Gary T. Barczak
Linda A. Dobrowski
Vincent Vitale
Martin J. Weigel



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2004-0352

Final Action:

DEC 21 2004

Resolution relative to determination of Special Use Application to establish a day care and pre-school facility within a portion of the Mary Queen of Heaven building located at 2360 S. 106 St.

WHEREAS, Tracy Aslin and Corinne Thiesen, All About Learning, Inc., duly filed with the City Administrative Officer, Clerk/Treasurer an application for a Special Use Permit, pursuant to Sec. 12.37(3) and Sec. 12.16 of the Revised Municipal Code, to establish a day care and pre-school facility within a portion of the former Mary Queen of Heaven School building located at 2360 S. 106 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on December 21, 2004, at 7:00 p.m. in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. The applicant, All About Learning, Inc. has offices at 19535 Summerhill Ct., Brookfield, WI 53045.
2. The applicant has a valid offer to lease space within the former Mary Queen of Heaven School at 2360 S. 106 St., West Allis, Milwaukee County, Wisconsin, more particularly described as follows:

All the land of the owner being located in the Northwest $\frac{1}{4}$ of Section 8, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin describes as follows:

Commencing at the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 8; thence Easterly, 671.14 feet, along north line of said Section 8, to the Point of Beginning; thence continue Easterly, 318.86 feet; thence Southerly, 55.00 feet, to the south right-of-way line of West Lincoln Avenue; thence Westerly, 30.00 feet, along said south line; thence Southerly, 625.00 feet, to the north right-of-way line of West Hayes Avenue; thence Easterly 30.00 feet, along said north line; thence Southerly, 30.00 feet, to the centerline of said West Hayes Avenue; thence Westerly, 318.86 feet, to the centerline of South 106th Street extended; thence Northerly, 30.00 feet, to the north right-of-line of West Hayes Avenue; thence Westerly, 149.67 feet, along said north line; thence Northerly, 320.00 feet; thence Easterly, 84.89 feet; thence Southerly, 130.00 feet; thence Easterly, 65.00 feet, to the centerline of South 106th Street; thence Northerly, 490.00 feet, along said centerline, to the Point of Beginning.

Tax Key Number: 485-0036-002

Said land being located at 2360 S. 106 St.

3. The applicant has proposed to convert approximately 8,400 square feet of space within the former Mary Queen of Heaven School to a day care and pre-school facility. The All About Learning facility will operate with approximately 10 staff members for 75 school children at one time. This special use also includes the operation of the Mary Queen of Heaven Church, the owner of the property, which has been in operation without a Special Use for approximately the past 40 years.

4. The aforesaid premises is zoned RC-1 Residence District under the zoning ordinance of the City of West Allis, which permits churches, pre-schools and day care facilities as a special use, pursuant to Sec. 12.37(3) and 12.16 of the Revised Municipal code.

5. The subject property is part of an area on the south side of W. Lincoln Ave., along the east, west and south (dead-end) sides of S. 106 St. Properties to the north and west are developed as single and multi-family residences. Properties to the south and east are developed as commercial.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application of Tracy Aslin and Corinne Thiesen, All About Learning, Inc., to establish a portion of the former Mary Queen of Heaven School building with a day care and pre-school facility, be and is hereby granted a special use:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Section 12.16 of the Revised Municipal Code, so as to permit the issuance of a Special Use Permit as therein provided.

BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1. **Site, Landscaping, Screening, Signage and Architectural Plans.** The grant of this special use permit is subject to and conditioned upon the site, landscape, and screening and architectural plans approved by the City of West Allis Plan Commission on December 8, 2004, as provided in Sec. 12.13 of the Revised Municipal Code of the City of West Allis. No alteration or modification of the approved plan shall be permitted without approval by the Plan Commission.

2. **Building Plans and Fire Codes.** The grant of this special use is subject to building plans being submitted to and approved by the Department of Building Inspections and Zoning and by the Fire Department.

3. **Parking.** Off-street parking spaces for 214 vehicles, including 7 ADA spaces will be provided on site. The Zoning Code requires 214 spaces.

4. **Hours of Operation.** The day care and pre-school facility will be open daily, up to 24 hours per day. The church will conduct services regularly on Saturdays, Sundays, holidays and as needed. The church and school will also host meetings as necessary, 7 days per week, and religious education classes.

5. **Licensing Agreements.** The special use is conditioned upon a License Agreement by and between the City of West Allis and the applicants being executed to provide for parking within the City's right of way (S. 106 St. dead end area).
6. **Window Signage.** Any building window signage shall not exceed twenty percent (20%) of each window's area.
7. **Marketing Displays.** The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
8. **Litter.** Employees shall inspect the site and immediate vicinity and pick up litter on a daily basis. Refuse, recyclables, grease, and other waste materials will be fully enclosed within an approved structure.
9. **Refuse Collection.** Refuse collection to be provided by commercial hauler. (All refuse, recyclables and other waste material shall be screened from view within a four-sided enclosure to match the building.)
10. **Sidewalk Repair.** The grant of this special use is subject to compliance with Policy No. 2806 of the Revised Municipal Code relative to the City's sidewalk improvement policy as it relates to damaged (if any), abutting sidewalk.

Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 12.16 of the Revised Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

The grant of this special use shall become null and void within one (1) year of the date thereof, unless construction is under way or the current owner possesses a valid building permit under which construction is commenced, within sixty (60) days of the date thereof and which shall not be renewed unless construction has commenced and is being diligently pursued. No extension of these time limitations will be permitted under any circumstances, including the applicants' failure to obtain other necessary building and zoning approvals.

The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in questions.

The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 12.16 of the Revised Municipal Code.

The use, as granted herein, will not be altered or extended (including structural alterations and/or

additions) without approval of the Common Council, following public hearing, as provided in Sec. 12.16 of the Revised Municipal Code.

Mailed to applicant on the
23rd day of December, 2004

Monica Schulte
Assistant City Clerk

cc: Dept. of Development
Dept. of Building Inspections and Zoning
Div. of Planning and Zoning

ZON-R-476\12-21-04\bjb

ADOPTED December 21, 2004

Paul M. Ziehler
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED December 23, 2004

Jeannette Bell
Jeannette Bell, Mayor

CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
FACADE DEMONSTRATION PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

CONTRACT - Part 1

CONTRACT NO. _____

DATE OF AWARD _____

Distribution:
Original 1 – City Clerk
Original 2 – Owner
Copy 1 – Department of Development

Department of Development
Copy 1 - Department of Development

PROPERTY DESCRIPTION: 7335 W. Greenfield Avenue, West Allis, WI 53214
TAX KEY NUMBER: 453-0118-000

IMPROVEMENTS (General): See attached Exhibit A – “General Contractor Proposal” and Exhibit B – “Architectural Plans”

TIME OF PERFORMANCE: 2004

TOTAL AMOUNT OF CONTRACT: Twenty Thousand and no/100 Dollars (\$20,000)

THIS AGREEMENT, entered into by and between Thomas L. Doyle, d/b/a Doyle Foodservice Inc. and Doyle’s Milwaukee Inn (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.

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 under the Federal Community Development Block Grant Program. Thus, should the availability of federal funds be reduced, the CITY and the OWNER agree that the City of West Allis, Department of Development can modify and reduce either the OWNER's compensation (as listed on Page 1 as the "Total Amount of Contract") or the OWNER's program year or both. (The Department of Development will notify the OWNER of such reduction).
 - 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:

Name: Thomas L. Doyle, d/b/a Doyle's Milwaukee Inn
Attn: Doyle Foodservice Inc.
Address: 1101 S. 60 St.
City and State: West Allis, WI 53214

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.

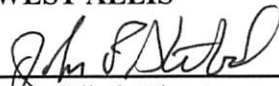
VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.

- 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:

7335 W. Greenfield Avenue
West Allis, Wisconsin 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 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.

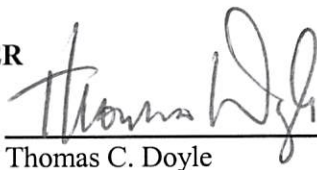
Signatures on Next Page

CITY OF WEST ALLIS

By: 
John F. Stibal, Director
Director of Development

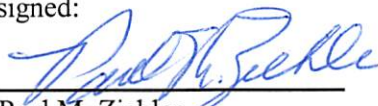
Date: 8-24-04

OWNER

By: 
Thomas C. Doyle
Owner

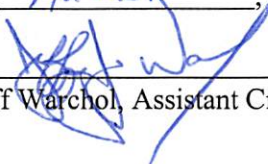
Date: 8-25-2004

Countersigned:

By: 
Paul M. Ziehler
City Administrative Officer
Clerk/Treasurer

Date: JAN 26 2004

Approved as to form this 24TH day
of AUGUST, 2004.


Jeff Warchol, Assistant City Attorney

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
FACADE DEMONSTRATION PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

CONTRACT - Part 2

CONTRACT NO. _____

DATE OF AWARD _____

This CONTRACT is funded, in whole or in part, with Federal Community Development Block Grant Funds. The OWNER will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the CONTRACT.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR Part 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

II. Equal Employment Opportunity. (All Projects exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The OWNER will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The OWNER will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The OWNER will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done

with funds provided under 24 CFR Part 570.

III. **Employment Opportunities For Low Income Residents.** Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. **Age Discrimination Prohibited.** The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. **Drug-Free Work Place.** Sub-recipient certifies that it will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. **Federal Management and Budget Requirements and Procurement Standards.**

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. **Environmental Review.** OWNER will cooperate with the City in carrying out the following:

A. Consents to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Is authorized and consents to accept the jurisdiction of the federal courts for the purpose of enforcement of this section.

VIII. **Historic Preservation.** OWNER will comply with the requirements for historic preservation, identification and review set forth in Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. **Relocation.** The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. **Labor Standards.** The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. **Flood Insurance.** The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. **Facilities.** The OWNER will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the OWNER will agree that any such work will be done in accordance with such laws and regulations.

XIV. Religious Entity. As a general rule, per CFR 24, Part 570.200(j)(3), CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or sub-recipient from which the CDBG funds are derived that, in connection with the provision of such services:

- (i) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- (ii) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- (iii) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in to religious proselytizing, and exert no other religious influence in the provision of such public services.

XV. Fraud. The OWNER has not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. It is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.


XVI. Remedies for Noncompliance. In the event of OWNER's noncompliance with any of the provisions of these General Conditions, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payment of funding under the Agreement until Sub-recipient complies; and/or
- B. Immediate cancellation, termination or suspension of the Agreement, in whole or in part.
- C. Other remedies that may be legally available.

XVII. Section 3 Clause. All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.



Borrower Initials
h:\cf\6-h\bjb\10-15-03



City Representative Initials

Attached

Exhibit A

“General Contractor Proposal”

11-21-03
414-302-8401 *
414-774-7728

WISTL BUILDERS, INC.

210 OAKTON AVENUE
PEWAUKEE, WI 53072
(262) 695-2161
FAX (262) 695-2162

PROPOSAL SUBMITTED TO:
Doyle's Steak House
7335 W. Greenfield Ave.
West Allis, WI 53214-4730

DATED: November 7, 2003

THANK YOU FOR GIVING US THE OPPORTUNITY OF DISCUSSING YOUR PROJECT. WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES TO DO THE FOLLOWING WORK:

1. Remove existing material, front of building, metal siding, gable and overhang, brick Veneer under windows, windows and frames, and dispose of.
2. Rough frame new store front 2 X 4 construction, 1/2" CDX sheathing, ty wrap.
3. Install new stationary windows, Low E Glass, Kolbe & Kolbe aluminum clad exterior, wood interior.
4. Repair stonework behind overhang removed to the right of the entry, matching as close as possible. Due to age of existing stonework, variations of mortar color and stone texture can be expected.
5. Existing entry doors to remain as is.
6. Awning installed as per plan at an allowance of \$6,000.00.
7. Siding and trim layout per plan.
8. Prime and paint exterior new siding and trim and caulk. Stain or paint interior of new windows and trim.

Total contract price: Forty One Thousand Seven Hundred Fifty Nine Dollars, (\$41,759.00).

NOTE: THIS QUOTE ONLY INCLUDES THE ITEMS THAT ARE LISTED ABOVE. LABOR IS BID AS BEING DONE DURING NORMAL WORKING HOURS. THE BUILDING PERMIT FEE IS NOT INCLUDED. IF ANY EXISTING CODE VIOLATIONS WERE FOUND DURING THE WORK PROCESS, THE COST OF CORRECTING THEM WOULD BE IN ADDITION TO THE TOTAL CONTRACT PRICE. ANY CHANGES TO THE CONTRACT ARE VERY COSTLY AND CONFUSING TO ALL PARTIES INVOLVED. ONCE THE SELECTIONS ARE MADE FOR THE MATERIALS, A \$20 CHARGE WILL BE ISSUED FOR RE-BIDDING EACH ITEM. IT IS NOT OUR POLICY TO HAVE THE OWNER SUPPLY THE MATERIAL. IF THERE IS A CASE WHERE THE OWNER SUPPLIES THE MATERIAL, THEY ARE TOTALLY RESPONSIBLE FOR ANY NICKS, SCRATCHES, DENTS OR ANY MALFUNCTIONS FROM THE TIME OF INSTALLATION AND THEREAFTER. OUR INSURANCE DOES NOT COVER MATERIALS SUPPLIED BY THE OWNER, WHICH WOULD FALL UNDER THE OWNER'S INSURANCE POLICY.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, THE BUILDER HEREBY NOTIFIES THE OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR WHO GIVE THE OWNER NOTICE WITHIN

DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. THE BUILDER AGREES TO CO-OPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THOSE ALL-POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATION, FOR THE SUM OF: Forty One Thousand Seven Hundred Fifty Nine Dollars, (\$41,759.00).

Payment is due upon receipt of progress billings.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation.

Charles Smith

Charles Smith - Wistl Builders, Inc.

Note: We may withdraw this proposal if not accepted within 30 days.

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A signed copy of this contract needs to be mailed back to our office prior to work being scheduled and a permit is applied for - being state or local.

Date of acceptance: _____ By: _____

Attached

Exhibit B

“Approved Architectural Plans”

n o r t h e l e v a t i o n

SCALE: 1/8" = 1'-0"

