

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

CONTRACT

CONTRACT NO. 0269

DATE OF AWARD 4-17-18

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 1753 South 68 Street

TAX KEY NUMBER: 453-0752-002

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

TIME OF PERFORMANCE: Completed by 6/30/18

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

THIS AGREEMENT, entered into by and between Teamtam, 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.
 - 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 Exhibits "A," "B," and "C," which are incorporated herein. 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 Storefront Improvement Program Grant that was established to assist properties within the National Avenue Commercial Corridor. Funds are provided through 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 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 Service as "Certified Mail, Return Receipt Requested," addressed to the OWNER at:

Name: Tammy Dopp d/b/a Dopp's Bar and Grill
 Address: 1753 S. 68 Street
 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:

1753 S. 68 Street
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 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 24th day
of April, 2018.

Jenna Merten
Jenna Merten, Assistant City Attorney

CITY OF WEST ALLIS

By: John F. Stibal
John F. Stibal, Director
Director of Development

Date: 4-25-18

TEAMTAM, LLC

By: Tammy Dopp
Tammy Dopp
d/b/a Dopp's Bar and Grill

Date: 4-27-18

Countersigned:

By: Peggy Steeno
Peggy Steeno
Director of Finance/Comptroller/Treasurer

Date: 4/25/18

Attached

Exhibit A

“Contractor Quotes”



P.O. Box 740, 601 Blackhawk Dr.
Burlington, Wisconsin 53105
Ph: (262) 539-3100 Fax: (262) 539-3101

Proposal

January 26, 2018

REVISED

**MS. Tammy Dopp
1753 South 68th Street
West Allis, Wisconsin 53214**

Subject: Dopps Bar and Grill

Tammy

Scherrer Construction is providing a projected Cost of \$ 65,626.00 for the work associated with the drawings dated October 24, 2017 issued by Architects – Planners.

We did include all labor, material and equipment needed to complete the project.

This proposal includes the following:

Demolition as required, landscaping and building openings

Concrete work in place where timbers are.

New storefront windows and new main entry door on lower level.

New double hung windows upstairs.

All finishes to be matched and patched on inside

Cleaning of brick and misc. tuck pointing.

If pilasters cannot be cleaned we will trim out with approved lumber and design.

Area around new door to be reworked to match new pre finished area around new windows.

Railings

Permits and other fees

Planter

Trash enclosure.

I have attached our final breakdown dated November 1/26/18. REVISED

Thank you for the opportunity to provide a quote for this work, please call with any questions or concerns at 262-539-3100

Thanks Joe Ehlen

PROPOSAL

BTS, LLC Construction Services

6261 Conrad Court
 Burlington, WI 53105
 262-716-2443

PROPOSAL NO. 17-67
 DATE January 29, 2018
 CUSTOMER ID Dopp

TO: Tammy Dopp
 1753 S 68th Street
 West Allis, WI 53214

Job	Description	Owner Approval	Date Approved
Dopp's Bar & Grill	Exterior Improvements		

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Total Base Bid Amount		\$72,424
	Includes the following:		-
	General Conditions/Supervision		
	Demolition (Planters & Overhang, Windows and door)		
	Concrete At planters, replacement and where city filled in Asphalt		
	Openings/Brick Work/Tuckpointing		
	F&I upstairs Windows		
	F&I New Door		
	F&I new store front system		
	F&I all needed Trim work		
	Dumpster enclosure		
	Exterior Lighting		
	Asphalt seal and restripe		
	Plantings by owner		

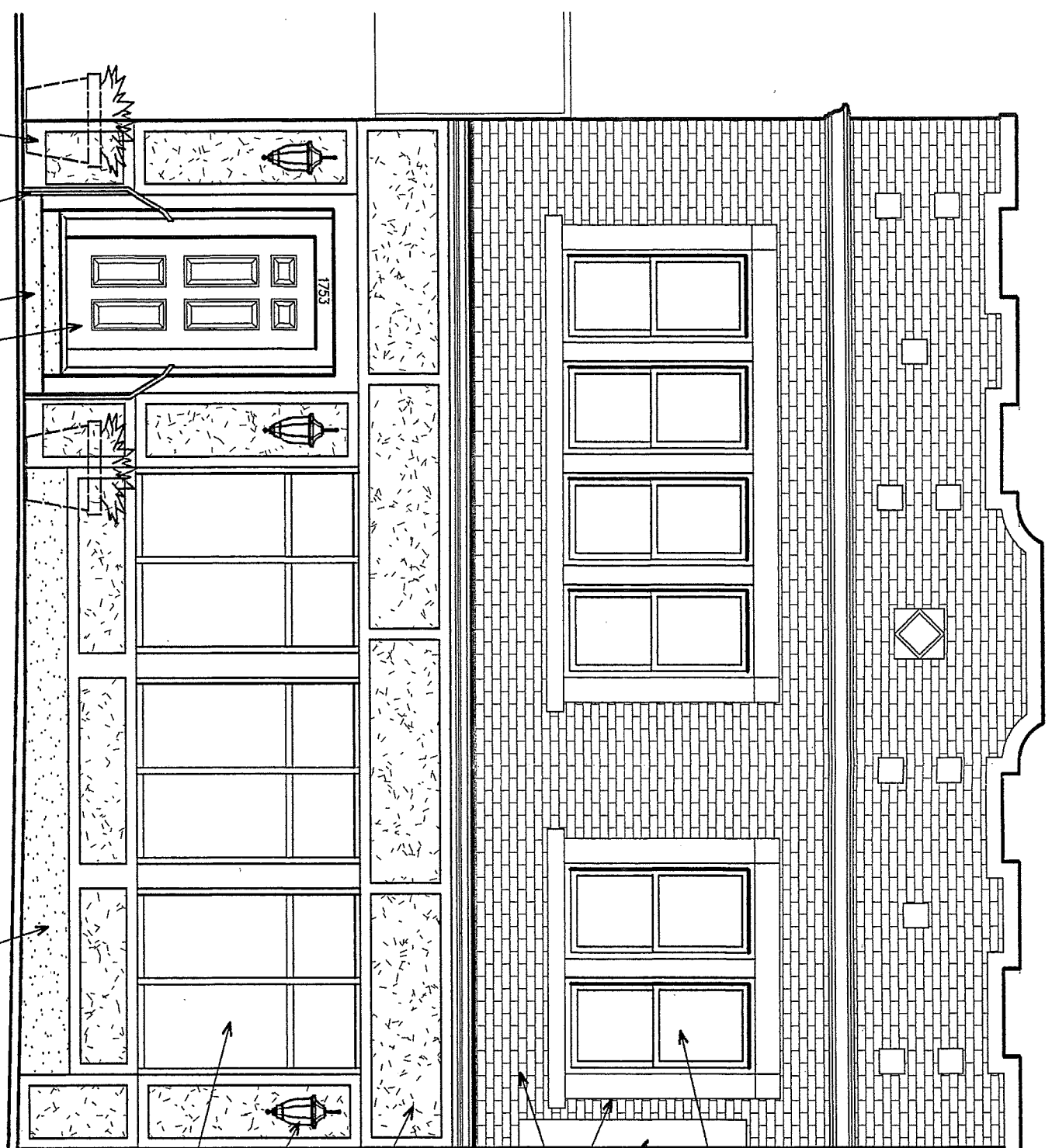
OWNER APPROVAL: _____

DATE: _____

Attached

Exhibit B

“Architectural Plans”



NEW PRECAST PLANTERS

1 1/4" DIA. METAL HANDRAILS AT 34" HGT. W/ 12" EXTENSIONS

NEW DECORATIVE WOOD DOOR

NEW CONCRETE BASE

NEW ALUMINUM STOREFRONT THERMAL BREAK FRAMING W/ INSULATED GLAZING

DECORATIVE LIGHT FIXTURES

NEW AMERHART PALIGHT BOARD & TRIM PANELS (Smooth)

EXISTING STONE TRIM

EXISTING BRICK VENEER & STONE TRIM

EXISTING SIGN TO REMAIN

REMOVE EXISTING UPPER WINDOWS AND PROVIDE REPLACEMENTS W/ VINYL CLAD EXTERIOR & WOOD INTERIOR FINISH

1753

Attached

Exhibit C

“Budget”

Item	Price	Dopp's		1753 S. 68 St.			
		%	Owner	%	City/Grant		
Project Planning and Oversight	\$ 6,810	50%	\$ 3,405	50%	\$ 3,405	\$ 6,810	\$ -
Landscape Demo & Concrete	\$ 4,735	100%	\$ 4,735	0%	\$ -	\$ 4,735	\$ -
Upper Window Replacement	\$ 12,510	40%	\$ 5,004	60%	\$ 7,506	\$ 12,510	\$ -
Brick Cleaning and Tuckpointing	\$ 1,200	40%	\$ 480	60%	\$ 720	\$ 1,200	\$ -
Storefront & Entry	\$ 20,280	40%	\$ 8,112	60%	\$ 12,168	\$ 20,280	\$ -
South Facade	\$ 10,320	40%	\$ 4,128	60%	\$ 6,192	\$ 10,320	\$ -
Landscaping and Screening	\$ 5,000	100%	\$ 5,000	0%	\$ -	\$ 5,000	\$ -
Management Fee	\$ 6,085	100%	\$ 6,085	0%	\$ -	\$ 6,085	\$ -
TOTAL GRANT	\$ 66,940		\$ 36,949		\$ 29,991	\$ 66,940	\$ -
Total Project Cost							
Owner	\$ 36,949						
City	\$ 29,991						