

**CITY OF WEST ALLIS  
DEPARTMENT OF DEVELOPMENT  
STOREFRONT IMPROVEMENT PROGRAM  
TAX INCREMENT DISTRICT NUMBER 7 FUNDS**

**CONTRACT - Part 1**

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

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

Distribution:

Original 1 - Clerk

Original 2 - Owner

Copy - Department of Development

PROPERTY DESCRIPTION: 6610 W. Greenfield Ave.

TAX KEY NUMBER: 439-0001-032

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

TIME OF PERFORMANCE: Completed by December 31, 2024

TOTAL AMOUNT OF CONTRACT: Grant contribution to project cost, not to exceed \$14,000.00

THIS AGREEMENT, entered into by and between Bad Charlie, 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:

Bad Charlie, LLC  
Chris Paul & Abby Paul  
6610 W. Greenfield 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. INDEMNITY: To the fullest extent allowable by law, OWNER hereby indemnifies and shall defend and hold harmless the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liability, interest, attorneys' fees, costs, and expenses of any kind or nature arising in relation to/from or contemplated within this agreement. This indemnity provision shall survive the termination or expiration of this agreement.
- VI. 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.
- VII. 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:

6610 W. Greenfield 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.

**CITY OF WEST ALLIS**

**Bad Charlie, LLC**

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

By: \_\_\_\_\_  
Chris Paul, Property Owner

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

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

By: \_\_\_\_\_  
Abby Paul, Property Owner

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

Countersigned:

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

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

**Attached**

**Exhibit A**

**“Contractor Proposals”**



**Quotation**

**#031424-01**

3/14/24

Attn: Abby Paul  
MB Dining/Reunion Restaurant  
6610 W. Greenfield Avenue  
West Allis, WI 53214  
Phone: 262-645-3264  
invoices@reunionrestaurant.com

Description	Qty.	Unit	Price
<b>Reunion Restaurant - 6610 W Greenfield Ave, West Allis, WI 53214</b>			
1.a) "REUNION RESTAURANT" - Outdoor Sign - Internally-Illuminated, Projecting, Double-Face Type • Overall Dimensions: 84.00" L x 56.00" H x 16.00" W. • Sign Cabinet: all aluminum construction, with painted finish (matte black). • Sign Stubs (Posts) and Mounting Plate: uses (2 qty) 4" x 4" square aluminum tubes, welded to (1 qty) 16" x 36" x 3/8" thick aluminum mounting plate, with painted finish (matte black). • "REUNION" Letters (Backlit; 10" Character Height): CNC-routed and backed with translucent acrylic with premium-quality 3M® outdoor vinyl (Red; selection TBD per Pantone color match). 'Distressed/ Stamped' graphics in letters to be digitally-printed. NOTE: as option, "REUNION" letters may be dimensional 3/4" acrylic push-thru's for additional \$850.00. • "RESTAURANT" Letters (Backlit; 6" Character Height): CNC-routed and backed with translucent white acrylic. • "R" Logo (Not Backlit): digitally-trimmed premium-quality 3M® outdoor vinyl (Dark Red; selection TBD per Pantone color match). • Accent Rings, Upper & Lower (Backlit): CNC-routed and backed with translucent white acrylic. • Illumination (Internal): uses Sloan LED® LED's (12/24V white). Includes LED driver. • Sign UL approved. Sign includes safety kill/toggle switch.			\$13,950.00
1.b) Installation: (1-2 qty) bucket truck(s) and 2 installers required.			\$1,500.00
Signature: _____ Date Accepted: _____  NOTE: includes permit procurement and sign permit fee. Does NOT include final, regular electrical service, piping, wiring, etc. Electrician to provide additional circuits (if required...) and provide power to fixture/sign location. NOTE: The design, construction, materials, components and installation of all items listed above are to comply with state and local building and electrical code regulations. Signs to use UL construction.		SubTotal: \$15,450.00 Tax: Total (w/ tax): Payment Received:	
<b>NOTE: All prices do not include tax. Quotation is good for 30 days.</b>			<b>TOTAL: \$15,450.00</b>

**ACKNOWLEDGEMENT:**

Acknowledgement of confirming order must be received before work will commence. Acknowledgement must be signed, dated and accompanied by purchase order number.

**TERMS:**

50% down required, remainder/net due upon completion/installation.

**NOTE:**

Pricing above is subject to change if design and/or specifications are altered and/or quantities are changed or omissions made.

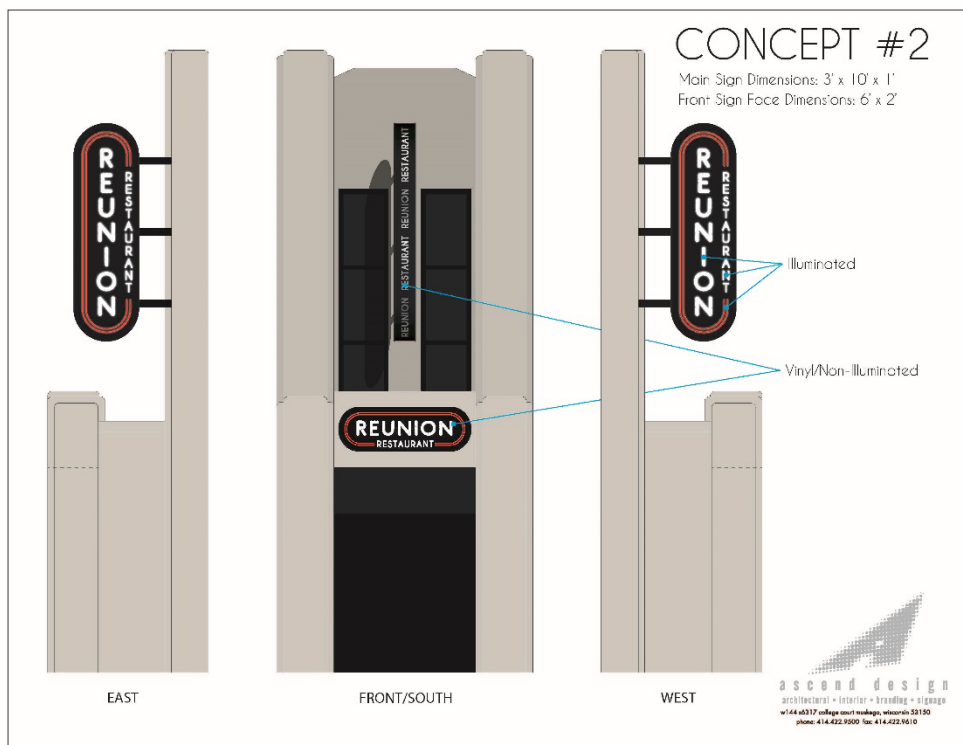
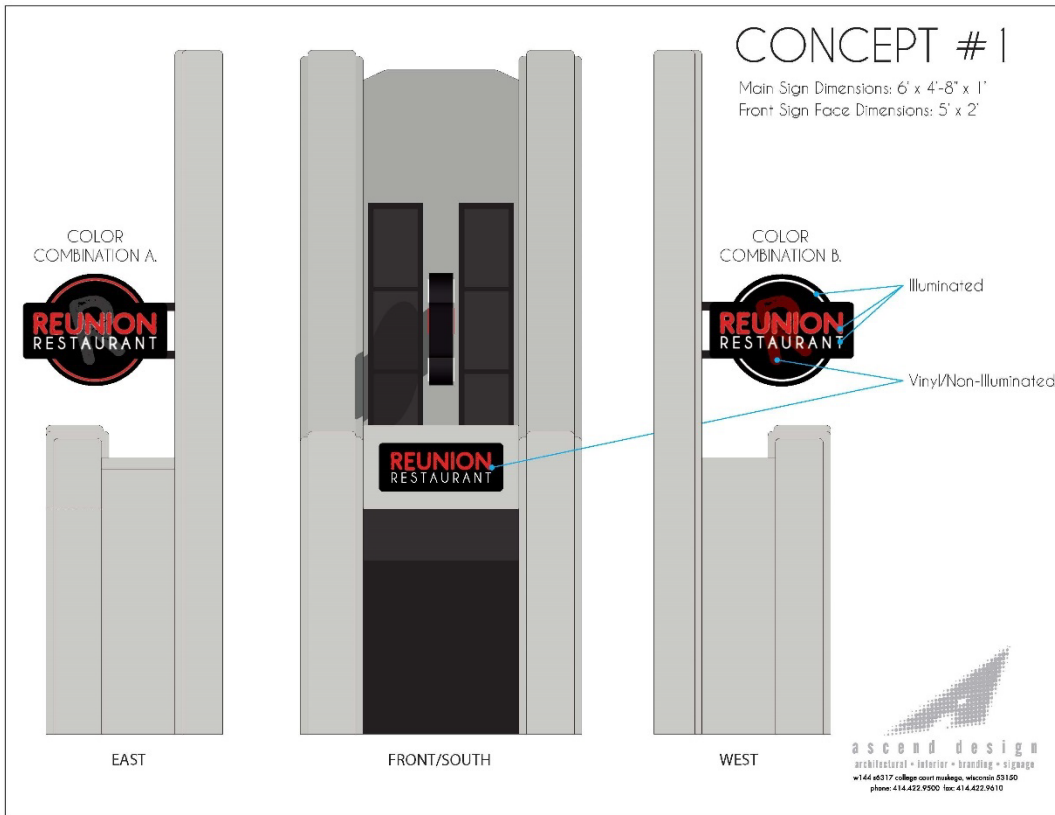
**LEAD TIME:**

Completion within 6+ weeks from date of receiving final customer approval(s) and purchase order with receipt of down payment.

**Attached**

**Exhibit B**

**“Architectural Plans”**



**Attached**

**Exhibit C**

**“Budget”**

6610 W. Greenfield Ave.  
Bad Charlie LLC (Reunion Restaurant)  
3.19.24

Storefront Improvement Program

Item	Price/Budget	%	Owner	%	Grant Amount		
Install New Signage	\$ 15,450	9%	\$ 1,450	91%	\$ 14,000	\$ 15,450	
TOTAL PROJECT	\$ 15,450	9%	\$ 1,450	91%	\$ 14,000		\$ 15,450
Total Project Cost	\$ 15,450						
Owner Equity	\$ 1,450	9%					
City Grant	\$ 14,000	91%					