



City of West Allis

Meeting Agenda

Artscape Leadership Group

*Mayor Dan Devine, Administrator/Clerk
Rebecca Grill,
Patrick Schloss*

Monday, November 21, 2022

2:00 PM

City Hall, Development/Engineering Conference
Rm 210
7525 W. Greenfield Ave.

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES

1. [22-0655](#) Minutes (draft) of the September 6, 2022 meeting

Attachments: [9-6-22 Minutes \(draft\)](#)

D. MATTERS FOR DISCUSSION/ACTION

2. [22-0656](#) Discussion relating to a utility box art program

Attachments: [City of West Allis Utility Box Art Program](#)

3. [22-0657](#) Resolution to Amend the Master Services Agreement between the City of West Allis and Katie Stensberg, d/b/a Kasten Mural Co., to allow for the City (the "Client") to pay Kasten Mural, Co. ("the Agency") directly for payments that will then go to various vendors related to the 2022 Utility Box Public Art Initiative Project

Attachments: [Stensberg Master Services Agreement Amendment.ncsigned](#)
[Scope of Services](#)
[Resolution Kasten Mural Co. Agreement](#)

4. [22-0658](#) Resolution to consider an Artscape Grant for a mural located at 9130 W Greenfield Ave., submitted by Timothy Szuta, Owner, Alphonso's The Original

Attachments: [Artscape Grant Resolution Alphonso's 9130 Greenfield Ave](#)
[Mural Grant Agreement \(9130 Greenfield Ave.\) Artscape](#)

5. [22-0659](#) Discussion relating to a potential street art program
6. [22-0660](#) Discussion relating to a potential sculpture tour program

7. [22-0661](#) Resolution to consider an agreement with Julie Pangallo of Visit Eau Claire

E. ADJOURNMENT



All meetings of the Artscape Leadership Group are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

NOTICE OF POSSIBLE QUORUM

It is possible that members of, and possibly a quorum of, members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

NON-DISCRIMINATION STATEMENT

The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.



City of West Allis

Meeting Minutes

Artscape Leadership Group

*Mayor Dan Devine, Administrator/Clerk
Rebecca Grill,
Patrick Schloss*

Tuesday, September 6, 2022

3:00 PM

City Hall, Development/Engineering Conference
Rm 210
7525 W. Greenfield Ave.

REGULAR MEETING (draft minutes)

A. CALL TO ORDER

B. ROLL CALL

Present 3 - Mayor Dan Devine, Rebecca Grill, and Patrick Schloss

C. APPROVAL OF MINUTES

1. [22-0480](#) Minutes (draft) of the August 24, 2021 & September 8, 2021 meetings

Attachments: [8-24-21 Minutes \(draft\)](#)
[9-8-21 Minutes \(draft\)](#)

Ms. Grill moved to approve this matter, Mayor Devine seconded, motion carried.

D. MATTERS FOR DISCUSSION/ACTION

2. [22-0498](#) Resolution to consider an Artscape Grant for a proposed mural located at 9427 W. Greenfield Ave., submitted by Troy Meyer, Owner, Crawdaddy's Restaurant.

Attachments: [Artscape Grant Resolution & Exhibit A - Crawdaddy's 9.1.22](#)
[Mural Grant Agreement \(9427 W. Greenfield\)9.1.22](#)
[Artscape Grant Resolution Exhibit A - Crawdaddy's 9.1 \(1\) Fully Executed](#)

Mr. Mueller provided an overview of the project.

Mr. Schloss moved to approve this matter, Ms. Grill seconded, motion carried.

3. [22-0499](#) Resolution to consider an Artscape Grant for a proposed mural located at 1436 S. 92 St. submitted by Samantha Schneider, Owner, The Bread Pedalers.

Attachments: [Artscape Grant Resolution & Exhibit A - Bread Pedalers 9.1.22](#)
[Mural Grant Agreement \(1436 S. 92 St.\)9.1.22](#)
[Artscape Grant Resolution Exhibit A - Bread Pedalers 9.1 - Fully executed](#)

Mr. Mueller provided an overview of the project.

Mayor Devine moved to approve this matter, Ms. Grill seconded, motion carried.

4. [22-0500](#) Discussion relating to Miscellaneous Artscape Projects and Opportunities

Discussion ensued regarding future projects. A Utility Box Art Program and incorporating children and art into a public art program were discussed.

This matter was Discussed.

E. ADJOURNMENT

There being no further business to come before the committee a motion was made by Ms. Grill, seconded by Mr. Schloss to adjourn the meeting at 3:18 p.m. The motion carried unanimously.



All meetings of the {bdName} are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

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The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

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Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

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City of West Allis Utility Box Art Program

Request for Artist Proposals

Summary

The City of West Allis, in conjunction with West Allis Artscape Committee and in collaboration with West Allis Public Works, is seeking applications from artists for the City of West Allis Public Art Utility Box Program. We invite amateur and professional artists to apply, as well as artist teams and educational institutions. We will be selecting 15 different designs for the utility boxes. This program is funded by the City of West Allis with Artscape Leadership Group funds.

Objectives

- To increase awareness and understanding of local art
- To present an affordable and accessible art experience for people of all ages
- To enhance the quality of life for the citizens of West Allis
- To promote West Allis as a cultural destination for visitors, artists, and residents
- To provide a showcase for local artists

Artwork Criteria

- Artwork will be created and then transferred to a vinyl wrap to scale the utility box
- Intent of artist's design should be to wrap the utility box on all four sides
- Design may be duplicated on more than one side of the utility box
- Preferably no borders around artwork
- Feedback provided by the Artscape Committee and City staff may alter the final design and positioning on the utility boxes

Artwork Specifications

- Creation of artwork can begin immediately and for the artwork selected, vinyl wrapping will begin in late spring 2023, weather dependent

Selection Process

The selection committee will review the applications and select potential designs. Upon notification of selection, exhibiting artists will be required to sign an Artist Agreement. The selection committee will notify each artist which utility box they will be assigned for the program. Some modifications to design may be needed to accommodate actual size and dimensions of utility box selected by the committee. A \$500 artist honorarium will be paid for each final design chosen.

Selection Criteria

- Works are appropriate for viewing by residents and visitors of all ages
- Artwork criteria are met
- Received by deadline
- Preference will be given to designs that do not share the same inspiration

Program Timeline/Deadlines

- February 15, 2023: Deadline for all submissions
- March 15, 2023: Selection notification to all artists
- June 1, 2023 – October 1, 2023: Installation (Installation may be extended through Spring 2024 if necessary)

Responsibilities

- Once selected, City staff will work with each artist to approve the design and modify it to fit the selected site.
- The City of West Allis, in conjunction with the Artscape Committee, reserves the right to photograph and reproduce images of the work for marketing and educational materials.
- The City of West Allis will promote the exhibit on the city's website, social media accounts, and other media releases.
- Artists may be asked to participate in interviews or other promotional activities during the installation process.

Submission Process

- Complete the application on westalliswi.gov and submit with a sketch of your proposed artwork.
- Up to three entries per artist are accepted. Submit separate forms for each idea.
- Forms and sketches are due by 5:00 pm on February 15, 2023.
- Incomplete applications and/or those received after the deadline will not be accepted.
- No application fee is required.

Application Deadline

Complete applications must be received by February 15, 2023.

Resources for Questions

For additional information, please contact:
Carson Coffield, Development Specialist
City of West Allis Economic Development
ccoffield@westalliswi.gov
7525 W Greenfield Ave
West Allis, WI 53214
(414) 302-8462

The City of West Allis and the Artscape Committee reserve the right to provide feedback on the design submitted as part of the selection process.

City of West Allis Utility Box Art Program

Please complete this form and include a sketch of your artwork by February 15, 2023.

Name: _____

Email Address: _____

Mailing Address: _____

City: _____ State: _____ Zip/Postal Code: _____

Phone: _____

Title of Artwork: _____

Briefly describe the artwork that has served as inspiration for your work:

I understand and agree to all the terms of this Request for Proposal and confirm the artwork submitted is my own personal creation.

Signature and Date

If submitting digitally, email all materials to: development@westalliswi.gov

Master Services Agreement

This Master Services Agreement is made on November ____, 2022 (the "Effective Date") between Katie Stensberg, d/b/a Kasten Mural Co., with its principal place of business at 2355 N. 82nd St., Wauwatosa, WI 53213, ("Agency") and City of West Allis, with its principal place of business at 7525 W Greenfield Ave, West Allis, WI 53214 ("Client").

1. Services

- a. The Client hereby retains the services of Agency to assist with the implementation of various art programs associated with the City of West Allis Artscape Leadership Group, which may include but is not limited to, utility boxes, murals, sculptures and public street art, in order to provide unique and unforgettable experiences for visitors.
- b. The services rendered will be done in multiple parts ("the Deliverables"), to ensure quality assurance and to manage scope at every milestone. Each Deliverable of Agency's projects ("the Work") shall be presented and approved by the Client before the Work proceeds to the next phase.

2. Statements of Work

The Agency shall describe all Deliverable(s) to be provided under this agreement in its own Statement of Work, each one including:

- a. a full description of the particular Deliverable(s) provided under the Statement of Work
- b. the applicable Fees and Payment Schedule, including any milestones and milestone payments if applicable, for the particular Deliverable(s)
- c. the service levels and acceptance criteria for the particular Deliverable(s)
- d. a timeline for providing the particular Deliverable(s), and
- e. a unique identification number for the Statement of Work and explicit reference to this Master Services Agreement.

3. **Integration.** A Statement of Work that is signed by both parties will be deemed an integrated part of this agreement.
4. **Severable.** The parties may terminate any individual Statement of Work without affecting the remaining agreement or any other Statement of Work.
5. **Conflict of Terms.** If there is a conflict between the terms of this agreement and any Statement of Work, the Statement of Work will control.
6. **Additional Statements of Work.** The Client may request additional services by written notice to Agency reasonably detailing the requested services. Upon receipt of such request, the Agency shall provide the Client with estimated fees and timeline for the requested

services. If the Client agrees with the proposed services and fees, the parties shall execute a new Statement of Work.

- 7. Compensation.** The Client shall compensate Agency for each Invoice according to the fee schedules listed in the applicable Statements of Work (the "Compensation").
- 8. Disbursements.** Both parties agree that an exhaustive list of all expenses/disbursements in a complex project cannot necessarily be predicted at the outset. The Client shall agree to the reimbursement of reasonable disbursements incurred by Agency in pursuit of the Deliverables outlined in the applicable Statements of Work. Agency agrees to make every reasonable attempt to predict reasonable expenses and manage scope at all stages of the Work, including taking all reasonable efforts to ensure that expenses and deliverables are consistent with agreed upon Statement(s) of Work.
- 9. Vendors.** Client shall pay all vendors directly, and Agency shall not take on any sub-contractors, such as artists, lift rental companies, etc. in pursuit of the Work. In order to ensure that all vendors are paid in a timely manner, however, Client agrees to issue checks to vendors at the beginning of each Statement of Work, or as soon as quotes are obtained from vendors/artists, and place those checks in the possession of the Agency, who will then issue the payments to the applicable vendors in the service of project management for the work. This is to ensure that all vendors on the job are paid in a timely manner. Both parties shall agree in advance the dates or deliverables upon which checks will be released to vendors/artists.
- 10. Payment of Compensation.** Agency shall invoice the Client at each milestone as presented in the Statement of Work. The Client shall pay each invoice to Agency within thirty (30) Business Days after receiving each invoice. Work shall not begin on subsequent Statements of Work until payment is received in full for previous milestones, so Client will endeavor to make timely payments in accordance with the agreed upon statement of work.
- 11. Term and Renewal.** The term of this agreement will begin on November 21, 2022 and continue for twelve (12) months, unless terminated earlier. This agreement does not automatically renew at the conclusion of the term. Client and Agency must establish a new agreement or affirmatively renew this agreement at the conclusion of the term.
- 12. Cooperation.** The parties shall cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties. All press releases and other public announcements must be approved by the Client prior to release. The parties will not unreasonably withhold or delay their consent to press releases or public announcements.
- 13. Termination.** Either party may terminate this agreement or any Statement of Work on seven (7) Business Days' notice to the other party for any reason. Each party may terminate this Agreement or a Statement of Work by delivering notice of the termination to the other party pursuant to Section 21- Notices. On termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately.

- 14. Termination for Insolvency.** If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.
- 15. Delays.** Agency reserves the right to change the timing, delivery and payment schedules of Deliverables if payment is not received in a timely manner, or if other material terms of this Agreement are not met. The Client agrees that time is of the essence in the work described, and will provide approvals within three (3) days of initial request and payments according to the payment schedule listed in items 9 and 10 above in order to keep the work on schedule pursuant to the Statement of Work. Client reserves the right to change the timing, delivery, payment, or schedule if workmanship or deliverables do not meet the Statement of Work.
- 16. Intellectual Property Ownership.** Agency assigns to the Client all copyright and trademark (Intellectual Property) in anything created or developed by Agency or agency vendors specifically for The Client under this Agreement. Agency grants to the Client a license to use Agency's Intellectual Property, as incorporated into the work product prepared under this Agreement, for The Client's purposes. The Agency will not use any of the Intellectual Property for the benefit of any other party without the Client's prior written permission.
- To the extent the work product prepared under this Agreement incorporates Intellectual Property owned by Agency or licensed to Agency with a right to sublicense, Agency retains any and all rights Agency may have in its Intellectual Property.
- 17. Payment Obligations.** Even after termination or expiration of this agreement, each party shall pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.
- 18. Entire Agreement.** The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that are referenced in this agreement and refer to this agreement, represent the final expression of the parties' intent and agreement between the parties relating to the subject matter of this agreement, contain all the terms the parties agreed to relating to the subject matter, and replace all the parties' previous discussions, understandings, and agreements relating to the subject matter.
- 19. Amendment.** This agreement can be amended only by a writing signed by both parties.
- 20. Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.
- 21. Notices.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) next-day courier service, (iii) first-class registered or certified mail, postage prepaid to the party's address specified in this agreement.
- 22. Governing Law.** This agreement, and any dispute arising out of any Statement of Work, shall be governed by laws of the State of Wisconsin.

23. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this agreement or a Statement of Work for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement and could not reasonably have been foreseen or provided against.

24. Waiver. Neither party's failure or neglect to enforce any of rights under this agreement will be deemed to be a waiver of that party's rights.

25. Severability. If any part of this Statement of Work is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

This agreement has been signed by the parties.

CITY OF WEST ALLIS

KASTEN MURAL CO.

Name: Shaun Mueller
Title: Development Project Manager
Date:

Name: Katie Stensberg
Title: Director
Date:

Approved as to form:



Name: Nicholas S. Cerwin

Title: Principal Assistant City Attorney

Date: 11/18/2022

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

Katie Stensberg, Mural Installation Developer
Scope of Services

SERVICES OFFERED

- Strategic Planning:
 - Goals, objectives, budget and timeline development
 - Wall scouting and building owner contract negotiations
- Artist Selections:
 - Call for artists, jury selection and private invites
 - Contract negotiations and communications
- Installation Coordination:
 - Equipment rental and material handling
 - Wall prep
 - Onsite assistance
- Public Relations and Social Media
- Photography and videography (timelapse and drone)

PROPOSALS AND FEE STRUCTURE

- An a la carte proposal will be provided with identified services and expectations for the scope of the entire project. Not phased out. This will allow the City of West Allis to choose specific services that fit their needs.
- Services will vary in cost, charged per hour with a do not exceed clause.
 - Standard fee is \$55 per hour
 - Varying costs for onsite assistance, wall prep and photography/videography
- West Allis will be billed monthly for services rendered.

EXPERIENCE

- Instrumental in launching WALs 2020, allowing me to improve the program in its second year.
- Helped install over 40 murals during the course of two mural seasons.
- Knowledge in street art happenings and trends.
- Strong understanding of artists and their needs.
- Art advocate with a pulse on the political climate in the Milwaukee-area arts scene.
- Family roots in West Allis that gives me a deep understanding of the community.

Resolution to consider an amendment to the Master Services Agreement between Katie Stensberg, d/b/a Kasten Mural Co. and the City of West Allis, to allow for the City to pay Kasten Mural, Co. directly for payments that will then go to various venders related to the 2022 Utility Box Public Art Initiative Project.

RECITALS

WHEREAS, Katie Stensberg, d/b/a Kasten Mural Co., retains the services of Agency to assist with the implementation of various art programs associated with the City of West Allis Artscape Leadership Group, which may include but is not limited to, utility boxes, murals, sculptures, and public street art;

WHEREAS, one of the goals of the Artscape program is to increase the visual character of the city in a positive way and to catalyze additional creativity, vitality and interest in West Allis, which this agreement would support; and,

NOW, THEREFORE, BE IT RESOLVED by the West Allis Artscape Leadership Group amend the master services agreement, a copy of which is attached hereto and made a part hereof, be and is hereby approved.

BE IT FURTHER RESOLVED that the Executive Director of Economic Development, or his designee, be and is hereby authorized to execute and deliver the aforesaid Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED that the Mayor is authorized, on behalf of the Artscape Leadership Group, to execute the aforesaid agreement documents.

City of West Allis

Dan Devine
Mayor, City of West Allis

cc: Economic Development
Finance Department

..Title

Resolution to consider an Artscape Grant for a proposed mural located at 9130 W. Greenfield Ave., submitted by Timothy Szuta, Owner, Alphonso's the Original

WHEREAS, the City of West Allis offers a grant program funded through its West Allis Artscape Leadership Group; and,

WHEREAS, Timothy Szuta d/b/a, Alphonso's The Original, owner of the property located at 9130 W Greenfield Ave. applied for an Artscape grant for a proposed mural; and,

WHEREAS, one of the goals of the Artscape program is to increase the visual character of the city in a positive way and to catalyze additional creativity, vitality and interest in West Allis, which this project appears to do; and,

WHEREAS, the applicant is planning to place a mural at the cost of \$8,750 on the west side of the building (Exhibit A); as well as an additional extension of the mural (Exhibit B);

WHEREAS, the West Allis Artscape Leadership Group has the authority, through Resolution number 2019-0420 to award grant dollars towards mission worthy projects;

WHEREAS, the West Allis Artscape Leadership Group has previously discussed funding mural projects up to 50% of the estimated costs;

WHEREAS, the estimated cost of this mural is \$8,750 and 50% of that cost would equate to a grant amount of \$4,375.

NOW, THEREFORE, BE IT RESOLVED by the West Allis Artscape Leadership Group that the Artscape Grant proposal contract, a copy of which is attached hereto and made a part hereof, be and is hereby approved.

BE IT FURTHER RESOLVED that the Executive Director of Economic Development, or his designee, be and is hereby authorized to execute and deliver the aforesaid Contract on behalf of the City.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED that an amount up to \$4,375, be appropriated from the West Allis Artscape Program to pay the liability that will be incurred under the contract by the City of West Allis.

BE IT FURTHER RESOLVED that the Mayor is authorized, on behalf of the Artscape Leadership Group, to execute the aforesaid agreement documents.

City of West Allis

Dan Devine
Mayor, City of West Allis

cc: Economic Development
Finance Department

Exhibit A



Exhibit B



**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

ALPHONSO'S THE ORIGINAL

By: _____
Patrick Schloss, Executive Director

Economic Development

By: _____
Timothy Szuta, Owner

Date: _____

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"



