



City of West Allis

Meeting Agenda

Artscape Leadership Group

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

Tuesday, June 6, 2023

11:00 AM

City Hall, Development Conference Room 210

VIRTUAL MEETING

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES

1. [23-0393](#) Minutes (draft) of the May 1, 2023 meeting.

Attachments: [Minutes \(draft\) of the May 1, 2023 meeting](#)

D. MATTERS FOR DISCUSSION/ACTION

2. [23-0403](#) Resolution to approve an Artscape Grant for a proposed mural located at 647 S 94th Place, submitted by Peter Rathmann, President & CEO of Allis Tool & Machine Corporation.

Attachments: [Mural Grant Agreement Allis Tool Machine Corporation](#)
[Artscape Grant Resolution Allis Tool Machine Corporation](#)

3. [23-0404](#) Discussion relating to Miscellaneous Artscape Projects & Opportunities

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*

Monday, May 1, 2023

2:00 PM City Hall, Development/Engineering Conference Rm 210 -
Virtual

REGULAR MEETING (draft minutes)

A. CALL TO ORDER

The meeting was called to order at 2:05 p.m.

B. ROLL CALL

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

Others Attending

Shaun Mueller, Development Project manager
Carson Coffield, Economic Development Specialist

C. APPROVAL OF MINUTES

1. [23-0317](#) Minutes (draft) of the February 27, 2023 meeting.

Attachments: [Minutes \(draft\) of the February 27, 2023](#)

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

D. MATTERS FOR DISCUSSION/ACTION

2. [23-0318](#) Resolution to approve final submissions for the West Allis Utility Box Art Program.

Attachments: [Resolution -final submissions for the West Allis Utility Box Art Program](#)

Carson Coffield presented the 10 Artscape finalists for the mural project. They were picked by a jury consisting of Youth Commission Members, City Staff, Erico Ortiz, and Mayor Devine.

Listed below are the 10 Artscape finalists that will be paid for their work once we confirm that all of their designs will be able to be installed.

1. Lauren Marvell
2. Carole Milos
3. Shelly Rosenquist
4. David Watkins
5. Lauren Budge
6. Anthony Pazos
7. Cassandra Hernandez Torres
8. Joseph Juarez
9. Aaliyah Steele

10. Ryan Laessig

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

3. [23-0319](#) Resolution to approve a master services agreement with Amplify Graphics & Branding to prepare, print, and install 11 utility box wraps funded by Artscape Leadership Group in the amount not to exceed \$11,000.

Attachments: [Resolution -Amplify Graphics and Branding Services Agreement](#)
[Amplify Graphics Master Services Agreement](#)

Carson Coffield presented and outlined the locations of eleven boxes for this project.

The City received three bids to wrap the utility boxes.

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

4. [23-0320](#) Discussion relating to Miscellaneous Artscape Projects and Opportunities.

Carson Coffield presented the budget status and a proposed option of painting a shed at the Farmers Market.

Mayor Devine suggesting using hanging baskets with logo on the doors of the shed.

Artscape funding may need to be sourced by outside funding.

E. ADJOURNMENT

There being no further business to come before the committee a motion was made by Schloss, seconded by Mayor Devine to adjourn the meeting at 2:44 p.m. The motion carried unanimously.



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**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: 647 S 94th Place, West Allis, WI 53214
TAX KEY NUMBER: 416-2002-000

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

TIME OF PERFORMANCE: Completed by December 31, 2023

TOTAL AMOUNT OF CONTRACT: 50% of project costs, up to \$7,500 (by reimbursement)

THIS AGREEMENT, entered into by and between Peter Rathmann, President & CEO, Allis Tool & Machine Corporation (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: Peter Rathmann, President & CEO, Allis Tool & Machine Corporation
Address: 647 S 94th Place
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: 647 S 94th Place, 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 _____, 2023.

Nicholas Cerwin, Assistant City Attorney

CITY OF WEST ALLIS

Allis Tool & Machine Corporation

By: _____
Patrick Schloss, Executive Director
Economic Development

By: _____
Peter Rathmann, President & CEO

Date: _____

Date: _____

Countersigned at West Allis, Wisconsin this _____ day of June 2023, 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)"

Peter Rathmann – Allis Tool & Machine Corporation

Objective: To create a vibrant new mural celebrating 70 years of manufacturing in West Allis

Location: 647 S 94 Place

Budget and Costs: \$20,000 (Not including cost of lift rental, building preparation, and landscaping)

Budget Inclusions

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

Scope of Work. The Artists agree to design and paint the mural in accordance with the terms of this contract.

Contract Price and Payment Schedule. AT agrees to pay the Artists the sum of \$3,000 upon the signing of this contract and \$20,000 upon completion of the mural in summer 2023.

- Initial Payment of \$3,000 upon the signing of this contract. Artists will begin researching and designing mural concepts. Artists will share three concepts with AT by March 15.
- AT will select and inform artists of one chosen design concept by April 1.
- Artists will develop the concept and return it to AT by April 15.
- AT will share design with City committees and collect feedback/necessary changes.
- Artists will complete design by May 1st.
- Artists will begin painting August 1.
- Mural will be completed by August 18, 2023 (weather permitting, artists will work weekdays and some weekends to complete the project in a timely fashion).

Attached

Exhibit B

“Public Art Plans”



..Title

Resolution to approve an Artscape Grant for a proposed mural located at 647 S 94th Place, submitted by Peter Rathmann, President & CEO of Allis Tool & Machine Corporation

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

WHEREAS, Peter Rathmann, President & CEO of Allis Tool & Machine Corporation, the business located at 647 S 94th Place, 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 \$20,000 on the north side of the building (Exhibit A)

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 with a reimbursement limit of \$7,500;

WHEREAS, the estimated cost of this mural is \$20,000 and that cost would equate to a grant amount of \$7,500.

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 \$7,500, 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

