



File Number

Title

City of West Allis Matter Summary

Status

7525 W. Greenfield Ave. West Allis, WI 53214

R-2009-0180	Resolution		In	troduced			
	Resolution approving a Planned Development Agreement amendment pursuant to Sec. 12.61 of the Revised Municipal Code by and between the City of West Allis and the owner of the Berkshire for proposed conversion of a portion of first floor retail space to residential units within the Berkshire building located at 1414 S. 65 St. and 6419-25 W. Greenfield Ave. (Tax Key No. 454-0635-001)						
	Introduced: 8/4/20	009	Co	ontrolling Body	: Safety & Develop	oment Committee	
			Sp	onsor(s): Safet	y & Development	Committee	
COMMITTEE RECOMM	ENDATION	4	800-				
COMMITTED RESCOND		/1/2					
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COMMON COUNCIL ACTION ADOPT							
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# STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL

#### **ADMINISTRATION & FINANCE**

Chair: Kurt E. Kopplin Vice-Chair: Vincent Vitale

Thomas G. Lajsic Richard F. Narlock Rosalie L. Reinke

#### PUBLIC WORKS

Chair: Gary T. Barczak Vice-Chair: Martin J. Weigel Michael J. Czaplewski Daniel J. Roadt James W. Sengstock

### SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic Vice-Chair: Richard F. Narlock Kurt E. Kopplin Rosalie L. Reinke

#### LICENSE & HEALTH

Chair: Michael J. Czaplewski Vice-Chair: James W. Sengstock

Gary T. Barczak Daniel J. Roadt Martin J. Weigel

#### ADVISORY

Vincent Vitale

Chair: Rosalie L. Reinke Vice-Chair: Daniel J. Roadt Kurt E. Kopplin Richard F. Narlock Vincent Vitale



## City of West Allis

7525 W. Greenfield Ave. West Allis, WI 53214

#### Resolution

File Number: R-2009-0180

**Final Action:** 

AUG 0 4 2009

Sponsor(s):

Safety & Development Committee

Resolution approving a Planned Development Agreement amendment pursuant to Sec. 12.61 of the Revised Municipal Code by and between the City of West Allis and the owner of the Berkshire for proposed conversion of a portion of first floor retail space to residential units within the Berkshire building located at 1414 S. 65 St. and 6419-25 W. Greenfield Ave. (Tax Key No. 454-0635-001)

WHEREAS, GCG Acquisitions, LLP. has submitted an application for a Planned Development Agreement Amendment pursuant to Section 12.61 of the West Allis Revised Municipal Code for a proposed conversion of a portion of first-floor retail space to residential units within the Berkshire Building; and,

WHEREAS, on December 17, 2002 the Common Council adopted a Planned Development Agreement between CGC Acquisitions, LLP and the City of West Allis; and,

WHEREAS, CGC Acquisitions, LLP proposed to amend the existing agreement so that it can convert approximately 5,337 sq. ft. of the existing 9,461 sq. ft. of commercial space to market rate residential units; and,

WHEREAS, the Application was forwarded to the Plan Commission for review on July 22, 2009 and the Plan Commission recommended approval; and,

WHEREAS, the Common Council has duly noticed and held a Public Hearing on August 4, 2009 on the Application; and,

WHEREAS, the Common Council, after due consideration, finds that the proposed amendment to the development as set forth in the Application, with certain conditions, meets the standards set forth in Section 12.61(14) of the West Allis Revised Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Application, a copy of which is attached hereto and made a part hereof, be and is hereby approved subject to additional conditions set forth in the Planned Un

Agreement hereinafter identified.

BE IT FURTHER RESOLVED that the Amendment to the Agreemer Development-Commercial by and between GCG Acquisitions, LLP. copy of which is attached and made a part hereof, be and is hereby ap City Clerk/Treasurer are hereby authorized and directed to execute an

the Agreement on behalf of the City, together with all such other and further instruments and documents, as may be required by said Agreement, for its full and complete implementation approved hereby.

cc: Dept. of Development Planning Division

ZON-R-727-8-4-09

**ADOPTED** 

AUG 0 4 2009

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

APPROVED

Dan Devine, Mayor



## City of West Allis

7525 W. Greenfield Ave. West Allis, WI 53214

#### Resolution

File Number: R-2009-0180 Final Action:

Sponsor(s):

Safety & Development Committee

Resolution approving a Planned Development Agreement amendment pursuant to Sec. 12.61 of the Revised Municipal Code by and between the City of West Allis and the owner of the Berkshire for proposed conversion of a portion of first floor retail space to residential units within the Berkshire building located at 1414 S. 65 St. and 6419-25 W. Greenfield Ave. (Tax Key No. 454-0635-001)

WHEREAS, GCG Acquisitions, LLP. has submitted an application for a Planned Development Agreement Amendment pursuant to Section 12.61 of the West Allis Revised Municipal Code for a proposed conversion of a portion of first-floor retail space to residential units within the Berkshire Building; and,

WHEREAS, on December 17, 2009 the Common Council adopted a Planned Development Agreement between CGC Acquisitions, LLP and the City of West Allis; and,

WHEREAS, CGC Acquisitions, LLP proposed to amend the existing agreement so that it can convert approximately 5,337 sq. ft. of the existing 9,461 sq. ft. of commercial space to market rate residential units; and,

WHEREAS, the Application was forwarded to the Plan Commission for review on July 22, 2009 and the Plan Commission recommended approval; and,

WHEREAS, the Common Council has duly noticed and held a Public Hearing on August 4, 2009 on the Application; and,

WHEREAS, the Common Council, after due consideration, finds that the proposed amendment to the development as set forth in the Application, with certain conditions, meets the standards set forth in Section 12.61(14) of the West Allis Revised Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Application, a copy of which is attached hereto and made a part hereof, be and is hereby approved subject to additional conditions set forth in the Planned Unit Development-Commercial Agreement hereinafter identified.

BE IT FURTHER RESOLVED that the Amendment to the Agreement for Planned Unit Development-Commercial by and between GCG Acquisitions, LLP. and the City of West Allis, a copy of which is attached and made a part hereof, be and is hereby approved and that the Mayor and City Clerk/Treasurer are hereby authorized and directed to execute and deliver said Amendment to

documents, as may be required by said Agreement, for its full and complete implementation approved hereby.

cc: Dept. of Development Planning Division

ZON-R-727-8-4-09

APPROVED

the Agreement on behalf of the City, together with all such other and further instruments and

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

Dan Devine, Mayor

### PLANNED DEVELOPMENT DISTRICT AGREEMENT

This Agreement made and entered into by and between the CITY OF WEST ALLIS, a Municipal Corporation with principal offices at 7525 West Greenfield Avenue, West Allis, Wisconsin 53214 (the "City") and GCG ACQUISITIONS, LLP (the "Developer")

#### WITNESSETH:

WHEREAS, the Developer desires to convert 5337 sq. ft. of it's existing 9,461 sq. ft. to residential units for certain lands in the City of West Allis, Milwaukee County, Wisconsin, depicted and legally described in Exhibit "A", attached hereto and made a part hereof (the "Site"); and,

WHEREAS, the Developer owns the Site; and,

WHEREAS, the Developer has made application to the Common Council of the City (the "Common Council") to amend a Planned Development District-Commercial pursuant to Section 12.61 of the Revised Municipal Code of the City (the "Application") to permit the development of a mixed-use project on the Site (the "Project"); and,

WHEREAS, the Application was referred to the Planning Commission for review and recommendation and its recommendation has been received; and,

WHEREAS, a public hearing on the Application was duly noticed and held by the Common Council on August 4, 2009; and,

WHEREAS, the Common Council is authorized to establish planned development districts for commercial uses pursuant to Section 62.23(7)(b) of the Wisconsin Statutes and Section 12.61 of the Revised Municipal Code of the City; and,

WHEREAS, the Common Council has approved the Application, subject to the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants hereinafter set forth, the parties agree:

- 1. **Binding Effect.** It is intended and determined that the provisions of this Agreement shall constitute covenants, which shall run with the land for the benefit thereof, and the provisions hereof shall bind and inure to the benefit of the parties and their respective successors in interest from the effective date of this Agreement.
- 2. **Site Development.** Subject to the terms and conditions of this Agreement, the Site shall be developed in accordance with the site and architectural plans approved by the Plan

Commission pursuant to Section 12.13 of the Revised Municipal Code, copies of which are attached hereto and made a part hereof as Exhibit\_"B" (the "Development Plan").

- 3. **District Regulations**. The permitted uses of the Site, the density and intensity of said uses, the maximum height, bulk and size of proposed buildings and structures and their location on the Site shall be as set forth in the Exhibit "B" (the "Development Plan").
- 4. \_\_\_Use, Occupancy and Operation. Permitted uses shall be used, occupied, operated and maintained in accordance with all applicable federal, state and local laws, statutes, ordinances and regulations, the Application and this Agreement.
- 5. Licenses, Permits and Approvals. In addition to the approval of its Application, the Developer will secure all permits, licenses and approvals from the City, State and other governmental authorities which are required for the construction, use, occupancy and operation of the Project, including any license necessary for the sale of packaged fermented malt beverages and intoxicating liquor. The Developer agrees that it has sole responsibility for making application for the permits, licenses and other approvals for the Project and will prepare all plans and/or specifications and pay all fees required in connection therewith. The City, its officers or agents, as the case may be, may, in the exercise of their reasonable discretion, decide in good faith not to issue any required permit, license or approval to permit the construction, use, occupancy and operation of the Site as contemplated by this Agreement because of the Developer's failure to comply with applicable laws, ordinances or regulations, or for any other valid reason under law.
- 6. **Development Schedule.** Construction of the Project shall commence no later than one (1) year from the date of approval of the Development Plan by the Plan Commission as provided in Section 12.13(7)(c) of the Revised Municipal Code. This Agreement shall lapse and be of no effect upon failure to commence construction as herein provided.
- 7. **Not a Joint Venture.** The Developer and the City hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.
- 8. **Cooperation.** Each party shall execute and deliver to the other all such other and further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder, except as set forth in Paragraph 5.
- 9. Amendments. The parties agree that no changes in the approved Application and related conditions shall be made unless authorized by the Common Council in accordance with the procedures set forth in Section 12.61(14) of the Revised Municipal Code of the City. No amendments will be made in the approved Development Plan or related conditions unless such amendments are shown to be required by changes that have occurred in conditions since the Development Plan and related conditions were approved, or by a change in the development policies of the City.

- 10. **Subsequent Actions.** This Agreement shall not prevent the Common Council in subsequent actions applicable to the Site from applying new rules, regulations and policies which do not conflict with those rules, regulations and policies applicable to the Site as set forth herein; and which do not materially alter any obligations of Developer. Nor shall this Agreement prevent the City from denying or conditionally approving any subsequent development applications for the Site on the basis of such existing or new rules, regulations and policies. Nothing in this Agreement shall, in any manner, limit the ability of the Common Council to exercise its legal authority to legislate.
- 11. **Conveyance.** Until the City certifies that all building construction and other physical improvements specified in the Development Plan have been completed, the Developer shall have no power to convey or otherwise transfer the Site, or any part thereof, without the consent of the City (which consent shall not unreasonably be withheld or delayed) and no such consent shall be given unless the grantee of the Developer is obligated, by written instrument, to the City to carry out the Development Plan in accordance with the Development Schedule and also that the grantee and the successors and assigns of the grantee, shall have no right or power to convey or otherwise transfer the Site, or any part thereof, or erect or use any building or structure erected thereon free from obligation and requirement to conform to the approved Development Plan and any amendments thereof, as stated in the Development Agreement language.
- 12. **Assignment.** Neither party shall assign or transfer any of its interests, rights or obligations under this Agreement without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.
- 13. Remedies. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforcement by a specific performance the obligations and rights of the parties hereto. No consequential, indirect, incidental or exemplary damages of any kind shall be recoverable in any action by either party, whether based on contract, negligence, strict liability or otherwise.
- No Waiver. Failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition in this Agreement and breach thereof may be waived, altered or modified except by written instrument executed by the party to be bound. The waiver of any breach by either party shall not affect or otherwise alter this Agreement, but each and every covenant, agreement, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- 15. **Severability**. If any provision of this Agreement, the Development Plan and/or related conditions are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions thereof shall continue in full force and effect.

- 16. **Governing Law**. This Agreement shall be construed under and enforced in accordance with Wisconsin Law.
- 17. **No Personal Liability**. Under no circumstances shall any alderperson, officer, official or employee of the City have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- 18. **Third Parties.** This Agreement is made solely for the benefit of the parties, their respective successors and assigns in interest, and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.
- 19. **Memorandum**. The parties agree that at the request of the City they will execute a Memorandum of this Agreement to be recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin.
- 20. **Time is of the Essence**. Time is of the essence with regard to all dates and time periods set forth herein and the attached exhibits.
- 21. **Entire Agreement.** This Agreement, including the exhibits and attachments annexed hereto, constitute the entire Agreement and supersedes all other prior agreements and understandings, both written and oral, by the parties or any of them, with respect to the subject matter hereof.
- 22. **Common Council Approval.** This Agreement shall be effective only after approval by the Common Council, and the execution and delivery thereof by the parties.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHER	EOF, the parties here onto set forth their hands and seals this, 2009.
	CITY OF WEST ALLIS
	By: Dan Devine, Mayor
	Attest:
	Paul M. Ziehler, City Administrative Officer, Clerk/Treasurer
State of Wisconsin ) ) ss Milwaukee County)	
Paul M. Ziehler, to me known t	, 2009, personally came before me Dan Devine and to be the Mayor and City Administrative Officer, Clerk/Treasurer, st Allis and the persons who executed the foregoing instrument
	Notary Public, State of Wisconsin My Commission Expires:

(SIGNATURES CONTINUED ON NEXT PAGE)

		Ву:
		Sig Strautmanis, Partner
State of Wisconsin)	)	
)	SS	
Milwaukee County	)	
On this	day of	, 2009, personally came before me
of the above-named	l company, to me	known to be a member of said company, acknowledged that as such officer as the deed of said company, by its
		Notary Public, State of Wisconsin
		My Commission Expires:
This Agreement wa	is approved by the	Common Council of the City of West Allis by Resolution
No.	adopted .	, 2009 and approved on . 2009.

EXHIBIT B



Planning Application Form

City of West Allis ■ 7525 West Greenfield Avenue, West Allis, Wisconsin 53214
414/302-8460 ■ 414/302-8401 (Fax) ■ http://www.ci.west-allis.wi.us

Applicant or Agent for Applicant	Agent is Representing (Owner Leasee)
Name Sig Strantmanis	Name 80 West Allis, LLC The Berkshine
Company General Capital Group	Company Same as agent
Address 6938 N. Santa Marica Blrd.	Address 1414 5. Gfth Street
City Fox Point State M Zip 53217	City State Zip
Daytime Phone Number 419-728-3502	Daytime Phone Number 5ane as agent
E-mail Address Sig @ general capital group Com	E-mail Address
Fax Number 414- 778-33000	Fax Number
Project Name/New Company Name (If applicable)	Application Type and Fee (Check all that apply)
Agent Address will be used for all offical correspondence.	Request for Rezoning: \$500.00 (Public Hearing required)
Property Information	Existing Zoning: Proposed Zoning:
Property Address 6419-23 N. Green Field AM.	Request for Ordinance Amendment \$500.00
Tax Key Number 454-0635-001	Special Use: \$500.00 (Public Hearing required)
Current Zoning PDD	☐ Transitional Use \$500.00 (Public Hearing Required)
Property Owner 80 West All's, UC	Level 1 Site, Landscaping, Architectural Plan Review \$100.00
Property Owner's Address <u>fauc</u> or applicant	Level 2 Site, Landscaping, Architectural Plan Review \$250.00
	Level 3 Site, Landscaping, Architectural Plan Review \$500.00
Existing Use of Property Mixed use - commontal	Site, Landscaping, Architectural Plan Amendments \$100.00
and posidential	Extension of Time: \$250.00
Structure Size 99,589 sF Addition	Certified Survey Map: \$500.00 + \$30.00 County Treasurer
Construction Cost Estimate: Hard Soft Total +/- 175,000	Planned Development District \$1500.00(Public Hearing required)
Landscaping Cost Estimate 7,800	☐ Subdivision Plats: \$1500.00 + \$100.00 County Treasurer + \$25.00 for reapproval
Total Project Cost Estimate: 4/- 185,000	☐ Signage Plan Review \$100.00
Previous Occupant Vacant	☐ Street or Alley Vacation/Dedication: \$500.00
	☐ Signage Plan Appeal: \$100.00
Attach detailed des	scription of proposal.
of the Plan Commission meeting.	cription, 6 sets of scaled, folded and stapled plans lans by the last Friday of the month, prior to the month
Attached Plans Include: (Application is incomplete without required plan	
Site Plan	☐Legal Description ☐Certifled Survey Map
□ Landscaping/Screening Plan □ Grading Plan □ Utility System P	lan 🗆 Other
Applicant or Agent Signature	Date: 74y 30,2009
Subscribed and sworn to me this	
30th day of July 2009	Please do not write in this box
Din migration	
Notary Public: 10000 110000	Application Accepted and Authorized by:
My Commission: Expires 1/24 2010 TARY	
Please make checks payable to	Date:
City Of West Allis	Meeting Date:
Oity Of Hest Africa	Total Fee:

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6938 North Santa Monica Boulevard Fox Point, Wisconsin 53217 phone 414-228-3500 fax 414-228-3700

July 2, 2009

Mr. Steve Schaer City of West Allis 7525 West Greenfield Avenue West Allis, WI 53214

RE: Berkshire - West Allis

PDD Minor Modification Residential Build Out

#### Dear Steve:

Pursuant to our PDD approval of December 17, 2002, we are hereby submitting a minor amendment to the approved plans to permit residential use in the remaining commercial frontage along West Greenfield Avenue.

Our plans are purposefully simple and flexible. Our intention is to build out six residential "live/work" units in the vacant commercial space. We intend to minimally modify the exterior of the building. We are adding planters to screen and differentiate this end of the building from the commercial west end. Otherwise, our intention is to have the units blend in with the overall design and feel of the building.

Please don't hesitate to contact me directly at 414-228-3502 with any questions, comments or concerns.

Sincerely,

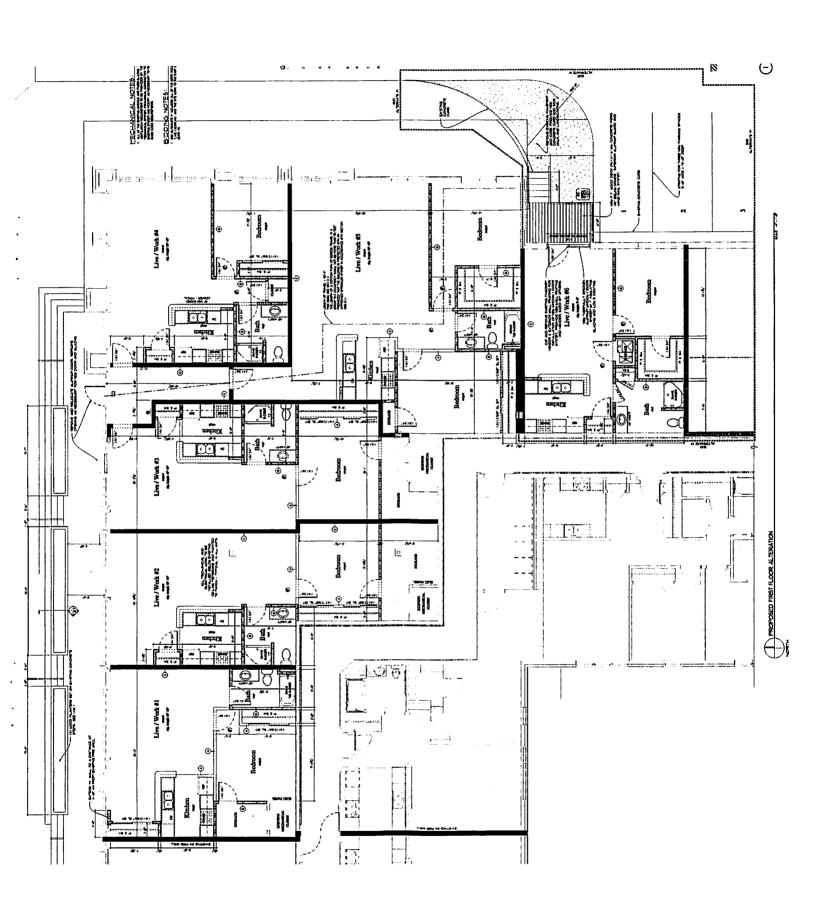
General Capital Group

Sig Strautmanis

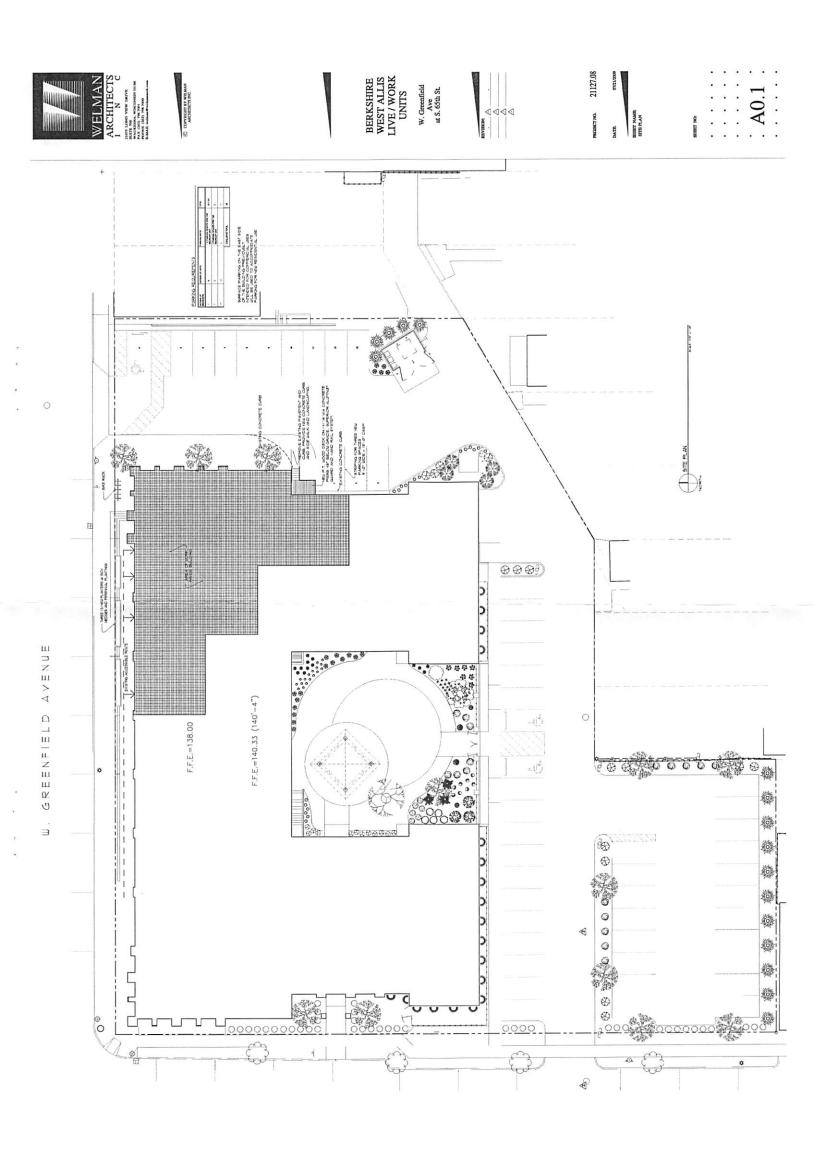
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SINERA CARILLE

EXHIBIT

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### **Planning Application Form**

**Applicant or Agent for Applicant** 

City of West Allis ■ 7525 West Greenfield Avenue, West Allis, Wisconsin 53214 414/302-8460 ■ 414/302-8401 (Fax) ■ http://www.ci.west-allis.wi.us

Owner Leasee

Agent is Representing

Strantmanis Company Company 5. GSTh N. Santa Marica Blrd. Address Address State W Zip 53217 City Fox **Daytime Phone Number Daytime Phone Number** E-mail Address E-mail Address te Fax Number \_ Project Name/New Company Name (If applicable) **Application Type and Fee** (Check all that apply) Request for Rezoning: \$500.00 (Public Hearing required) Agent Address will be used for all offical correspondence. Existing Zoning: \_\_ \_ Proposed Zoning: Property Information Request for Ordinance Amendment \$500.00 Property Address 6419-25 N. Grunfield Avg. ☐ Special Use: \$500.00 (Public Hearing required) 454-0635-00l Tax Key Number Transitional Use \$500.00 (Public Hearing Required) **Current Zoning** Level 1 Site, Landscaping, Architectural Plan Review \$100.00 Property Owner Level 2 Site, Landscaping, Architectural Plan Review \$250.00 Property Owner's Address \_ Level 3 Site, Landscaping, Architectural Plan Review \$500.00 Site, Landscaping, Architectural Plan Amendments \$100.00 mixed Existing Use of Property Extension of Time: \$250.00 residential ☐ Certified Survey Map: \$500.00 + \$30.00 County Treasurer 99,504 sF Structure Size Planned Development District \$1500.00(Public Hearing required) Total +/-Construction Cost Estimate: Hard Soft Subdivision Plats: \$1500.00 + \$100.00 County Treasurer + \$25.00 for 800 reapproval **Landscaping Cost Estimate** 4L [BS.000 ☐ Signage Plan Review \$100.00 Total Project Cost Estimate: ☐ Street or Alley Vacation/Dedication: \$500.00 Previous Occupant Signage Plan Appeal: \$100.00 Attach detailed description of proposal. In order to be placed on the Plan Commission agenda, the Department of Development must receive a completed application, appropriate fees, a project description, 6 sets of scaled, folded and stapled plans (24" x 36") and 1 electronic copy (PDF format) of the plans by the last Friday of the month, prior to the month of the Plan Commission meeting. Attached Plans Include: (Application is Incomplete without required plans, see handout for requirements) Legal Description ☐Certified Survey Map Site Plan ☐Floor Plans □ Elevations ☐Signage Plan ☐Grading Plan ☐Utility System Plan Other \_\_\_ ☐Landscaping/Screening Plan **Applicant or Agent Signature** Subscribed and sworn to me this day of Jul Please do not write in this box Application Accepted and Authorized by: Notary Public: My Commission: EXPINES Date: Please make checks paya Meeting Date: City Of West All Total Fee:

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6938 North Santa Monica Boulevard Fox Point, Wisconsin 53217 phone 414-228-3500 fax 414-228-3700

July 2, 2009

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RE: Berkshire - West Allis

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Sincerely,

General Capital Group

Sig Strautmanis



NOTIAL ELEVATION



