

20
77.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
-------------	-------	--------

R-2011-0132 Resolution Introduced

Resolution relative to Special Use Permit for proposed café within the former Paradise Theater located at 6217 W. Greenfield Avenue.

Introduced: 5/17/2011

Controlling Body: Safety & Development Committee

Sponsor(s): Safety & Development Committee

COMMITTEE RECOMMENDATION

ADOPT as amended

ACTION DATE:
JUN 07 2011

MOVER	SECONDER	
_____	_____	Barczak
_____	_____	Czaplewski
_____	_____	Kopplin
_____	_____	Lajsic
_____	_____	Narlock
_____	_____	Reinke
_____	_____	Roadt
_____	_____	Sengstock
_____	_____	Vitale
_____	_____	Weigel

AYE	NO	PRESENT	EXCUSED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL

4 - - 1

SIGNATURE OF COMMITTEE MEMBER

[Handwritten Signature]

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

ADOPT as amended

ACTION DATE:
JUN 07 2011

MOVER	SECONDER	
_____	_____	Barczak
_____	_____	Czaplewski
_____	_____	Kopplin
_____	_____	Lajsic
_____	_____	Narlock
_____	_____	Reinke
_____	_____	Roadt
_____	_____	Sengstock
_____	_____	Vitale
_____	_____	Weigel

AYE	NO	PRESENT	EXCUSED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL

9 - - 1

OFFICE OF CITY CLERK/TREASURER
CITY OF WEST ALLIS, WISCONSIN

CERTIFICATION

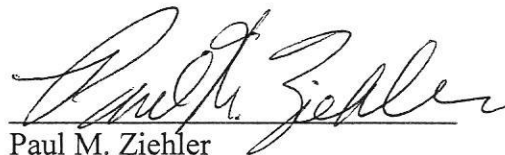
June 9, 2011

I hereby certify that the attached is a true and correct copy of Exhibit A,
Paradise Theater Deal Points Agreement and

Resolution No. R-2011-0132,
Resolution relative to Special Use Permit for proposed café within the former
Paradise Theater located at 6217 W. Greenfield Avenue and

Resolution No. R-2011-0133,
Resolution relative to Special Use Permit to establish Epikos Church,
a religious institution to be located within the former
Paradise Theater located at 6229 W. Greenfield Avenue.

Adopted as Amended June 7, 2011.



Paul M. Ziehler
City Administrative Officer
Clerk/Treasurer



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2011-0132

Final Action: 6/7/2011

Sponsor(s): Safety & Development Committee

Resolution relative to Special Use Permit for proposed café within the former Paradise Theater located at 6217 W. Greenfield Avenue.

WHEREAS, epikos church, by its pastor Danny Parmelee, duly filed with the City Administrative Officer-Clerk/Treasurer an application for a special use permit, pursuant to Sec. 12.42(2) and Sec. 12.16 of the Revised Municipal Code, to establish a restaurant/café, within a 3,300 square foot portion of the former Paradise Theater building located at 6217-6301 W. Greenfield Ave. and 6220 W. National Ave; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on May 17, 2011, at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts, noted:

1. The applicant, epikos church, by its pastor Danny Parmelee, has another church and offices at 2308 E. Bellevue Pl. Milwaukee, WI 53211.
2. The applicant has a valid offer to purchase the property at 6217-6301 W. Greenfield Ave. and 6220 W. National Ave (Tax Key No. 454-0001-000), West Allis, Milwaukee County, Wisconsin, more particularly described as follows:

All the land of the owner being located in the Northeast $\frac{1}{4}$ of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin (the "Premise"), described as follows:

Lot 1 in Block 1 of the Assessors Plat No. 271.

Tax Key No. 454-0001-000

Said land being located at 6217-6301 W. Greenfield Ave. and 6220 W. National Ave.

3. The applicant proposed to develop an approximate 3,300 square foot restaurant/café within the part of the building that forms a point at the intersection of W. Greenfield Ave and W. National Ave. The Church currently plans to develop the space into a fully functioning, professional restaurant/coffeehouse open to the public; however, the Church may elect in the future to only serve

its patrons within the restaurant/café.

4. The aforesaid area is zoned C-3 Community Commercial District under the Zoning Ordinance of the City of West Allis, which permits restaurants and café's as a special use, pursuant to Sec. 12.42(2) of the Revised Municipal Code of the City of West Allis.

5. The Property is within the Six Points area of the City, one of the City's older commercial areas. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area as the Six Points Neighborhood offers off-street municipal shared parking and various on-street parking opportunities within 800-ft of the property. The property is also served by public transit.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application of epikos church, to establish a restaurant/cafe within a 3,300 square foot space within the former Paradise Theater building located at 6217-6301 W. Greenfield Ave. and 6220 W. National Ave., be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 12.16 of the Revised Municipal Code, so as to permit the issuance of a special use permit as therein provided.

BE IT FURTHER RESOLVED that said special use permit is granted subject to the following conditions:

1. The Common Council approves and the applicant must accept the Paradise Theater Deal Points Agreement, Exhibit A (attached).
2. Site, Landscaping, Screening and Architectural Plans. The grant of this special use permit is subject to and conditioned upon the site, landscape, screening and architectural plans approved on April 27, 2011, by the City of West Allis Plan Commission as provided in Sec. 12.13 of the Revised Municipal Code of the City of West Allis. No alteration or modification of the approved plans shall be permitted without approval by the Plan Commission.
3. Building Orders, Plans and Fire Codes. The grant of this special use is subject to all building code requirements including any required building plans being submitted to and approved by the Department of Building Inspections and Zoning and by the Fire Department.
4. Restaurant Operations. The restaurant/café may be utilized for dine-in, carryout, delivery and catering. While outdoor dining has not been proposed at this time, the applicant may seek permission by submitting a special use application and a revised site and landscaping plan for consideration and approval before the City of West Allis Plan Commission and Common Council.
 - A. All exterior doors shall be kept closed to prevent sound/noise emissions into the adjacent neighborhood.
 - B. Excessive odors from cooking on premise shall be controlled within limits of current technology.

- C. Excessive noise and vibrations shall not emanate from the building.
 - D. Employees shall inspect the site and immediate vicinity and pick up litter on a daily basis.
 - E. Exterior pest control shall be contracted on a monthly basis.
 - F. Outdoor dining - upon request. Outdoor dining will require special use approval before the Common Council and approval of a site and landscaping plan by the Plan Commission.
 - G. No Bingo or gaming is permitted as part of this special use.
5. Hours of Operation. The permitted hours of operation will be from 6:00 a.m. to 10:00 p.m. seven days per week.
6. Off-Street Parking. A total of 182 parking spaces are required for the overall property, of which 22 spaces are required for the restaurant/café use. There are no parking spaces provided on site. Parking requirements have been calculated using a parking ratio of 1 parking stall required for every 150 gross sq. ft. of restaurant/café space in accordance with Sec. 12.19 of the Revised Municipal Code.
- The applicant has identified parking in the amount of 193 spaces (Breakdown - public off street 67, Fargo Main Lot 100, Fargo Minor Lot 26 = 193) within 800 feet of the subject property.
7. Litter. Members/Employees shall inspect the area and immediate vicinity and pick up litter on a daily basis.
8. Window Signage. Any building window signage shall not exceed twenty (20) percent of each window's area and shall be installed upon the interior side of the glass. Window signs shall not flash.
9. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
10. Deliveries and Refuse Pickup. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view within a four-sided enclosure or as approved by the Department of Development to match the building. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code. Delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.
11. Pagers, Intercoms. The use of outdoor pagers, intercoms, or loud speakers shall not be permitted on site.
12. Sidewalk Repair. The grant of this special use is subject to compliance with Policy No. 2814 of the Revised Municipal Code relative to the City's sidewalk improvement policy as it relates to

damaged, abutting sidewalk.

13. Outdoor Lighting. The grant of this special use is subject to all lighting fixtures being orientated and/or shielded in such a manner that no light splays from the property boundaries.

14. Noxious Odors, Etc. The use shall not emit foul, offensive, noisome, noxious, or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

15. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

16. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit a \$250.00 extension fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start.

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit.

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

17. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 12.16 of the Revised Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of

the Common Council, following public hearing, all as provided in Sec. 12.16 of the Revised Municipal Code.

18. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Safety and Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

19. Termination of Special Use. If the person or entity granted The special use violates, allows or suffers the violation of the ordinances of the City of West Allis, the State of Wisconsin or the United States on the premises covered by the special use, the special use may be terminated.

20. Substantive Changes. The City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of this resolution, 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.

21. Acknowledgement. That the applicants sign an acknowledgment that it has received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

epikos church



Danny Parmelee, pastor

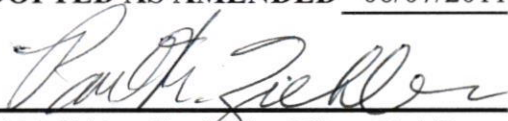
Mailed to applicant on the
9th day of June, 2011


Assistant City Clerk

cc: Dept. of Development
Dept. of Building Inspections and Zoning
Div. of Planning

ZON-R-816-6-7-11-amd

ADOPTED AS AMENDED 06/07/2011


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

APPROVED AS AMENDED 6/8/11


Dan Devine, Mayor

EXHIBIT A

PARADISE THEATER DEAL POINTS AGREEMENT

6217-6301 W. Greenfield Ave. and 6220 W. National Ave.

Rev.6.1..2011

Introduction/Recitals:

The City of West Allis would like to work with epikos church (the "Church") in redevelopment of the Paradise Theater property ("Property") and putting together a mutually agreeable schedule for the redevelopment and occupancy of the Property. The City understands that the building has problems with numerous major building systems and that there are perceived neighborhood parking issues created if the building gets occupied as a religious institution and café, as described in the Church's application submittal to the City in for a Special Use Permit, dated March 25, 2011. Because of the building systems problems, a Raze or Repair Order was issued by the City Building Inspector originally on April 3, 2009 and then a revised version on July 13, 2010. Enforcement of the Raze or Repair Order is now pending before the Milwaukee County Circuit Court as Case No. 2011CV001945.

In order to address these issues which previous owners were not able to do, the City of West Allis would like to enter into the below Agreement with the Church regarding the redevelopment and occupancy of the Property.

Agreement:

1. Termination of Raze Order. The City will deposit the following documents into escrow with the Madison Office of First American Title Insurance Company no later than three (3) business days prior to the scheduled closing date for the Church's purchase of the Property (a) written termination of the Raze or Repair Order issued for the Property including a recordable document terminating the Document recorded against the Property as Document No. 09724169, and (b) a voluntary dismissal of the enforcement action currently pending in Milwaukee County Circuit Court, including a cover letter from the City attorney transmitting the dismissal to the Court and a recordable document terminating the corresponding Lis Pendens recorded against the Property; so long as all of the following conditions have been satisfied: (1) approval of the Special Use Permit and this Agreement by the Common Council, (2) acceptance by the Church of this Agreement (evidenced by signature below), and (3) upon the City receiving the \$50,000 refundable performance Deposit from the Church in accordance with point 4 below. Provided the above 3 conditions have been met, the Title Company shall be permitted and directed to transmit the termination of the Raze and Report Order to the Church, transmit the cover letter and dismissal of the enforcement action to Milwaukee County Circuit Court and record termination of Document No. 09724169 and Lis Pendens.

2. **Parking.**

a. **Parking Impact Fee**

The Church agrees to make a payment to the City of West Allis in accordance with this section to offset any perceived impact the proposed use of the Property as a religious institution and café will have on parking in the vicinity of the Property. Within thirty (30) days of request of the City and upon completion of the construction, the Church agrees to pay the City one of the following two amounts, at the City's election, so long as construction is completed on or before January 1, 2014: (i) one hundred ten thousand dollars (\$110,000) if the City constructs a minimum of thirty (30) parking stalls within the City owned property located in the 1300 block between S. 62nd Street and S. 63rd Street, with direct pedestrian access from the parking area to S. 63rd Street upon completion, OR (ii) sixty thousand dollars (\$60,000) if the City constructs a parking lot or structure (regardless of the number of parking stalls created) within the block bounded by W. Orchard Street, S. 62nd Street, W. National Avenue and S. 63rd Street, with direct pedestrian access from the parking area to W. National Avenue upon completion. The parking stalls shall be maintained as open to the public. In the event the City sells the property on which any additional parking stalls are located or changes the use of the property, the City shall refund to the Church the amounts the Church paid for those stalls pursuant to this section.

If the Church fails to pay the Parking Fee in accordance with the above schedule, the unpaid portion will be placed on the Property owner's tax bill the following year as a Special Assessment. In the event the City has not completed construction of additional parking within one of the City's properties identified above as of January 1, 2014 but the City has additional parking stalls meeting the criteria above under construction on that date, the Church agrees not to unreasonably withhold its approval to a reasonable extension of the January 1, 2014 deadline.

b. **Off-street Parking Lease**

The Church shall address the lack of off-street parking it can provide for the Property by using its best and reasonable efforts to secure one or more leases for joint use of private, off-street parking stalls within the neighborhood. The Church should seek use of parking stalls that have primary users with primary hours that do not substantially conflict with the hours proposed for the primary users of the Property, in accordance with applicable City ordinances.

3. **Payment Agreement.**

Beginning on January 1, 2012, and for so long as the Church owns the Property and the Property is exempt from real property taxes, the Church agrees that it shall make a payment to the City each calendar year in lieu of taxes in the amount of \$3,000 ("PILOT"). The PILOT shall be due and payable on the same date (or installment dates) which real estate taxes are due and payable in the City. . The City and Church acknowledge that the PILOT has been entered into voluntarily and is not a condition of

the City's grant of a Special Use Permit to the Church pursuant to the Church's application for a Special Use Permit.

4. Performance Guarantees.

The Church shall submit a \$50,000 refundable performance deposit ("Deposit") within ten (10) days of the City's approval of the Church's Special Use Permit, which shall be held in trust and disbursed by the City in accordance with this provision. If the Church does not close on the purchase of and acquire title to the Property within thirty (30) days of the date of approval of the Special Use Permit, the City shall refund the Deposit to the Church. If, following closing on the Church's purchase of the Property and approval of the Special Use Permit, the Church fails to meet any of the following "Performance Guarantees" within the time provided (as may be reasonably extended), the City shall notify the Church of the specific failure and the Church shall have sixty (60) days to correct the failure and if the failure is not corrected within the sixty (60) day cure period, the Church will forfeit the Deposit to the City:

a. Construction Start Guarantee:

The Church guarantees that it will apply for and obtain all required permits for the roof, masonry repair, windows and doors no later than one hundred twenty (120) days of closing on the purchase of the Property (and the City agrees not to unreasonably withhold or delay in approving all such applications and issuing permits); and

b. Construction Schedule Guarantee


The Church will complete the repair work listed below by September 1, 2012, which shall be completed in accordance with the requirements and conditions imposed by the Plan Commission in connection with its April 27, 2011 recommendation for approval of the Special Use Permit and in accordance with applicable state and local building codes:

- i. All masonry repair (re-pointing), and replacement of windows, doors and roof, including installation of new windows and doors as provided for in the proposed café area,
- ii. Install or repair Heating and Cooling system including condensing units,
- iii. New 800 A Main Electrical Service and Fire Alarm System,
- iv. New 6" water service for Fire Protection and operational plumbing service, and
- v. The interior finishes of the building requiring repair shall be repaired to meet fire and building safety requirements. Additionally all code-required life/safety equipment shall be installed throughout the building (ie. Exit signs, fire extinguishers, etc...).

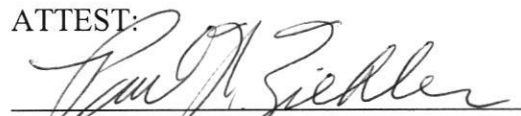
Completion Dates Extension – The completion dates listed above related to the Performance Guarantees may be extended if substantial progress has been made, as approved by the Director of Building Inspection and Neighborhood Services and the Director of the Department of Development, which approval shall not be unreasonably withheld. Upon confirmation that each of the above Performance Guarantees has been met/completed in accordance with the requirements and conditions of the Plan Commission approval on April 27, 2011, as determined by the Director of Building Inspection and Neighborhood Services, the City shall promptly refund the \$50,000 Deposit to the Church.

5. **Signage.** The Church agrees the existing roof signs shall be removed from the Property by May 17, 2012.

This Agreement was approved by the Common Council of the City of West Allis by resolution(s) adopted on June 7, 2011:

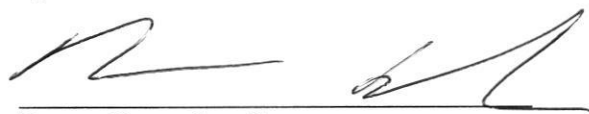


Dan Devine, Mayor

ATTEST:


Paul Ziehler, City Clerk

Accepted and Agreed this ____ day of June, 2011:
epikos church



Danny Parmelee, Pastor



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2011-0132

Final Action:

Sponsor(s): Safety & Development Committee

Resolution relative to Special Use Permit for proposed café within the former Paradise Theater located at 6217 W. Greenfield Avenue.

WHEREAS, epikos church, by its pastor Danny Parmelee, duly filed with the City Administrative Officer-Clerk/Treasurer an application for a special use permit, pursuant to Sec. 12.42(2) and Sec. 12.16 of the Revised Municipal Code, to establish a restaurant/cafe, within a 3,300 square foot portion of the former Paradise Theater building located at 6217-6301 W. Greenfield Ave. and 6220 W. National Ave; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on May 17, 2011, at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts, noted:

1. The applicant, epikos church, by its pastor Danny Parmelee, has another church and offices at 2308 E. Bellevue Pl. Milwaukee, WI 53211.
2. The applicant has a valid offer to purchase the property at 6217-6301 W. Greenfield Ave. and 6220 W. National Ave (Tax Key No. 454-0001-000), West Allis, Milwaukee County, Wisconsin, more particularly described as follows:

All the land of the owner being located in the Northeast ¼ of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin (the "Premise"), described as follows:

Lot 1 in Block 1 of the Assessors Plat No. 271.

Tax Key No. 454-0001-000

Said land being located at 6217-6301 W. Greenfield Ave. and 6220 W. National Ave.

3. The applicant proposed to develop an approximate 3,300 square foot restaurant/café within the part of the building that forms a point at the intersection of W. Greenfield Ave and W. National Ave. The Church currently plans to develop the space into a fully functioning, professional restaurant/coffeehouse open to the public; however, the Church may elect in the future to only serve

its patrons within the restaurant/café.

4. The aforesaid area is zoned C-3 Community Commercial District under the Zoning Ordinance of the City of West Allis, which permits restaurants and café's as a special use, pursuant to Sec. 12.42(2) of the Revised Municipal Code of the City of West Allis.

5. The Property is within the Six Points area of the City, one of the City's older commercial areas. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area as the Six Points Neighborhood offers off-street municipal shared parking and various on-street parking opportunities within 800-ft of the property. The property is also served by public transit.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application of epikos church, to establish a restaurant/café within a 3,300 square foot space within the former Paradise Theater building located at 6217-6301 W. Greenfield Ave. and 6220 W. National Ave., be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 12.16 of the Revised Municipal Code, so as to permit the issuance of a special use permit as therein provided.

BE IT FURTHER RESOLVED that said special use permit is granted subject to the following conditions:

1. The Common Council approves and the applicant must accept the Paradise Theater Deal Points Agreement, Exhibit A (attached).
2. Site, Landscaping, Screening and Architectural Plans. The grant of this special use permit is subject to and conditioned upon the site, landscape, screening and architectural plans approved on April 27, 2011, by the City of West Allis Plan Commission as provided in Sec. 12.13 of the Revised Municipal Code of the City of West Allis. No alteration or modification of the approved plans shall be permitted without approval by the Plan Commission.
3. Building Orders, Plans and Fire Codes. The grant of this special use is subject to all building code requirements including any required building plans being submitted to and approved by the Department of Building Inspections and Zoning and by the Fire Department.
4. Restaurant Operations. The restaurant/café may be utilized for dine-in, carryout, delivery and catering. While outdoor dining has not been proposed at this time, the applicant may seek permission by submitting a special use application and a revised site and landscaping plan for consideration and approval before the City of West Allis Plan Commission and Common Council.
 - A. All exterior doors shall be kept closed to prevent sound/noise emissions into the adjacent neighborhood.
 - B. Excessive odors from cooking on premise shall be controlled within limits of current technology.

- C. Excessive noise and vibrations shall not emanate from the building.
- D. Employees shall inspect the site and immediate vicinity and pick up litter on a daily basis.
- E. Exterior pest control shall be contracted on a monthly basis.
- F. Outdoor dining - upon request. Outdoor dining will require special use approval before the Common Council and approval of a site and landscaping plan by the Plan Commission.
- G. No Bingo or gaming is permitted as part of this special use.

5. Hours of Operation. The permitted hours of operation will be from 6:00 a.m. to 10:00 p.m. seven days per week.

6. Off-Street Parking. A total of 182 parking spaces are required for the overall property, of which 22 spaces are required for the restaurant/café use. There are no parking spaces provided on site. Parking requirements have been calculated using a parking ratio of 1 parking stall required for every 150 gross sq. ft. of restaurant/café space in accordance with Sec. 12.19 of the Revised Municipal Code.

The applicant has identified parking in the amount of 193 spaces (Breakdown - public off street 67, Fargo Main Lot 100, Fargo Minor Lot 26 = 193) within 800 feet of the subject property.

7. Litter. Members/Employees shall inspect the area and immediate vicinity and pick up litter on a daily basis.

8. Window Signage. Any building window signage shall not exceed twenty (20) percent of each window's area and shall be installed upon the interior side of the glass. Window signs shall not flash.

9. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

10. Deliveries and Refuse Pickup. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view within a four-sided enclosure or as approved by the Department of Development to match the building. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code. Delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.

11. Pagers, Intercoms. The use of outdoor pagers, intercoms, or loud speakers shall not be permitted on site.

12. Sidewalk Repair. The grant of this special use is subject to compliance with Policy No. 2814 of the Revised Municipal Code relative to the City's sidewalk improvement policy as it relates to

damaged, abutting sidewalk.

13. Outdoor Lighting. The grant of this special use is subject to all lighting fixtures being orientated and/or shielded in such a manner that no light splays from the property boundaries.

14. Noxious Odors, Etc. The use shall not emit foul, offensive, noisome, noxious, or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

15. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

16. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit a \$250.00 extension fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start.

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit.

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

17. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 12.16 of the Revised Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of

the Common Council, following public hearing, all as provided in Sec. 12.16 of the Revised Municipal Code.

18. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Safety and Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

19. Termination of Special Use. If the person or entity granted The special use violates, allows or suffers the violation of the ordinances of the City of West Allis, the State of Wisconsin or the United States on the premises covered by the special use, the special use may be terminated.

20. Acknowledgement. That the applicants sign an acknowledgment that it has received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

epikos church

Danny Parmelee, pastor

Mailed to applicant on the
_____ day of _____, 2011

Assistant City Clerk

cc: Dept. of Development
Dept. of Building Inspections and Zoning
Div. of Planning

ZON-R-816-6-7-11-amd

ADOPTED _____

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-2011-0132

Final Action:

Sponsor(s): Safety & Development Committee

Resolution relative to Special Use Permit for proposed café within the former Paradise Theater located at 6217 W. Greenfield Avenue.

WHEREAS, Danny Parmelee, d/b/a Epikos Church/Cafe duly filed with the City Administrative Officer-Clerk/Treasurer an application for a special use permit, pursuant to Sec. 12.42(2) and Sec. 12.16 of the Revised Municipal Code, to establish a restaurant/cafe to include outdoor dining, within a 3,300 square foot portion of the former Paradise building located at 6217-6301 W. Greenfield Ave. and 6220 W. National Ave; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on May 17, 2011, at 7:00 p.m., in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts, noted:

1. The applicant, Danny Parmelee, has offices at 2308 E. Bellevue Pl., Milwaukee, WI 53211.
2. The applicant has a valid offer to purchase the property at 6217-6301 W. Greenfield Ave. and 6220 W. National Ave (Tax Key No. 454-0001-000), West Allis, Milwaukee County, Wisconsin, more particularly described as follows:

All the land of the owner being located in the Northeast $\frac{1}{4}$ of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin (the "Premise"), described as follows:

Lot 1 in Block 1 of the Assessors Plat No. 271.

Tax Key No. 454-0001-000

Said land being located at 6217-6301 W. Greenfield Ave. and 6220 W. National Ave.

3. The applicant proposed to develop an approximate 3,300 square foot restaurant/café with outdoor dining within the part of the building that forms a point at the intersection of W. Greenfield Ave and W. National Ave. The vision will be developed into a fully functioning, professional restaurant/coffeehouse open to the public. Additionally, the applicant proposes to develop 2nd floor offices as well as retail uses along W. Greenfield Ave.

4. The aforesaid area is zoned C-3 Community Commercial District under the Zoning Ordinance of the City of West Allis, which permits restaurants and café's as a special use, pursuant to Sec. 12.42(2) of the Revised Municipal Code of the City of West Allis.

5. The Property is within the Six Points area of the City, one of the City's older commercial areas. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area as the Six Points Neighborhood offers off-street municipal shared parking and various on-street parking opportunities within 800-ft of the property. The property is also served by public transit.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the application of Danny Parmelee d/b/a Epikos Church/Café, to establish a restaurant/cafe within a 3,300 square foot space as well as outdoor dining at 6217-6301 W. Greenfield Ave. and 6220 W. National Ave., be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 12.16 of the Revised Municipal Code, so as to permit the issuance of a special use permit as therein provided.

BE IT FURTHER RESOLVED that said special use permit is granted subject to the following conditions:

1. Common Council approval and applicant acceptance of Paradise Theater Deal Points, Exhibit A (attached).
2. Site, Landscaping, Screening and Architectural Plans. The grant of this special use permit is subject to and conditioned upon the site, landscape, screening and architectural plans approved on April 27, 2011, by the City of West Allis Plan Commission as well as a plan to specify the proposed outdoor dining area as provided in Sec. 12.13 of the Revised Municipal Code of the City of West Allis. No alteration or modification of the approved plan shall be permitted without approval by the Plan Commission.
3. Building Plans and Fire Codes. The grant of this special use is subject to building plans being submitted to and approved by the Department of Building Inspections and Zoning and by the Fire Department.
4. Restaurant Operations. The restaurant may be utilized for dine-in, carryout, delivery, catering, and outdoor dining.
 - A. Excessive odors from cooking on premises shall be controlled within limits of current technology.
 - B. Excessive noise and vibrations shall not emanate from the building.
 - C. Employees shall inspect the site and immediate vicinity and pick up litter on a daily basis.

D. Exterior pest control shall be contracted on a monthly basis.

E. Outdoor dining - Applicant shall define the area requested for outdoor dining and shall get a Grant of Privelege from the City of West Allis to use said area.

F. No Bingo or gaming is permitted as part of this special use.

5. Hours of Operation. The hours of operation will be from 6:00 a.m. to 10:00 p.m. seven days per week.

6. Off-Street Parking. A total of 182 parking spaces are required for the overall property, of which 22 spaces are required for the restaurant/café use. There are no parking spaces provided on site. Parking requirements have been calculated using a parking ratio of 1 parking stall required for every 150 gross sq. ft. of restaurant space in accordance with Sec. 12.19 of the Revised Municipal Code.

The applicant has identified parking in the amount of 193 spaces (Breakdown - public off street 67, Fargo Main Lot 100, Fargo Minor Lot 26 = 193) within 800 feet of the subject property.

7. Litter. Members/Employees shall inspect the area and immediate vicinity and pick up litter on a daily basis.

8. Window Signage. Any building window signage shall not exceed twenty (20) percent of each window's area and shall be installed upon the interior side of the glass. Window signs shall not flash.

9. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

10. Deliveries and Refuse Pickup. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view within a four-sided enclosure or as approved by the Department of Development to match the building. All tenants of the property will be required to abide by the City of West Allis health/public nuisance rules per Chapter 7 of the Revised Municipal Code. Delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.

11. Pagers, Intercoms. The use of outdoor pagers, intercoms, or loud speakers shall not be permitted on site.

12. Sidewalk Repair. The grant of this special use is subject to compliance with Policy No. 2814 of the Revised Municipal Code relative to the City's sidewalk improvement policy as it relates to damaged, abutting sidewalk.

13. Outdoor Lighting. The grant of this special use is subject to all lighting fixtures being orientated and/or shielded in such a manner that no light splays from the property boundaries.

14. Noxious Odors, Etc. The use shall not emit foul, offensive, noisome, noxisome, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

15. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

16. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Department of Development and shall submit a \$250.00 extension fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start.

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit.

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

17. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 12.16 of the Revised Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 12.16 of the Revised Municipal Code.

18. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and

become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Safety and Development Committee. Upon a finding and recommendation by the Committee to the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

19. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of West Allis, the State of Wisconsin or the United States on the premises covered by the special use, the special use may be terminated.

20. Acknowledgement. That the applicants sign an acknowledgment that he has received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

Danny Parmelee, Epikos Church/Cafe

Mailed to applicant on the _____ day of _____, 2011

Assistant City Clerk

cc: Dept. of Development
Dept. of Building Inspections and Zoning
Div. of Planning

ZON-R-816-5-17-11

ADOPTED _____

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

APPROVED _____

Dan Devine, Mayor

EXHIBIT A

PARADISE THEATER DEAL POINTS

6217-6301 W. Greenfield Ave. and 6220 W. National Ave.

Rev. 5.12.2011

Introduction

The City of West Allis would like to work with the developer of the Paradise Theater in putting together a mutually agreeable schedule for the restoration and reuse of the Paradise Theater. The City understands that the building has problems with numerous major building systems and that there are perceived neighborhood parking issues created if the building gets occupied as proposed. Because of the building system's problems, a Raze or Repair Order was issued by the Building Inspector originally on April 3, 2009 and then a revised version on July 13, 2010. Enforcement of the Raze or Repair Order is now pending before the Milwaukee County Circuit Court.

In order to address these issues which previous owners were not able to do, the City of West Allis would like to work with the developer on an Agreement between the City of West Allis and the developer of the Paradise Theater.

The City will release the Raze or Repair Order issued for the property upon approval of the Special Use Permit by the Common Council, acceptance by the developer, and upon the City receiving the \$50,000 refundable performance deposit from the developer.

All of the items in this document are subject to the approval of the Common Council of the City of West Allis and can be altered until such time that the Common Council approves them.

1. Zoning

A Special Use is required for both the Church and the Café uses. The Special Use Permit will also include the accessory uses to the site such as office space. A Public Hearing for the Special Use Permits is currently scheduled for May 17, 2011.

2. Parking

a. Parking Build Out Payment

The developer will submit a \$110,000 payment to the City of West Allis prior to the City of West Allis granting the applicant occupancy to any part of the building. If the City does not build out additional off-street parking in the Six Points neighborhood by December 31, 2014 the City will refund the \$110,000 to the developer.

The payment to the City can be made at anytime to the City of West Allis prior to occupancy of the building. This requirement was established by the Common Council within the previously approved Special Use Permits

for the property in order to create a funding source to help alleviate off-street parking problems in the neighborhood. This off-street parking fee will be non-refundable unless the City does not build out off-street parking in the neighborhood by December 31, 2014. If the applicant fails to make this payment it will be placed on the property owner's tax bill the following year as a Special Assessment.

b. **Off-street Parking lease**

The applicant shall address the lack of off-street parking it can provide for the site by securing leases for joint use parking stalls within the neighborhood. The applicant should seek use of parking stalls that have primary users with primary hours that do not substantially conflict with the hours proposed for the primary users of the Paradise Theater building.

3. **Payment Agreement**

For the restaurant and retail space within the building, the developer will make a Payment in Lieu of Taxes to the City of West Allis in perpetuity equal to the City's portion of the tax bill in any year for any part of said occupied space is classified as a tax exempt space (excludes personal property tax). Additionally, a payment in lieu of taxes for the remaining balance of the building will be made to the City of West Allis by the developer annually by December 31 of each year for ten years in the amount of \$3,000 beginning the year the building is owned by the developer.

4. **Performance Guarantees**

The developer shall submit a \$50,000 refundable performance deposit within 30 days of closing and prior to the City of West Allis beginning the process to release the Raze or Repair Order. This money will be held in by the City of West Allis. If the developer fails to meet any of the performance guarantees in the schedules below the developer will forfeit the \$50,000 deposit to the City. Upon the approval of the Director of Building Inspection and Neighborhood Services of all of the items listed below the developer will be refunded the \$50,000 performance guarantee.

a. **Closing Guarantee**

The developer shall close within 30 days of the Special Use Permit approval.

b. **Construction Start Guarantee**

The developer guarantees that all required permits will be issued and construction will begin on the roof, masonry repair, windows and doors no later than within 120 days of closing.

c. **Construction Schedule Guarantee**

The developer will complete the major work listed below by the listed dates.

- i. **May 17, 2012 – Masonry repair (repointing), Windows, Doors and Roof** – Replace all existing exterior 1st and 2nd floor storefront windows and doors and future café windows. Remove existing roofing for 5 different roofs, add insulation and new TPO membrane roofing.
 - ii. **May 17, 2012 – Heating and Cooling** – New gas/electric RTU's with condensing units.
 - iii. **May 17, 2012 – Electrical** – New 800 A Main Service, Fire Alarm System.
 - iv. **May 17, 2012 – Plumbing** – New 6" water service for Fire Protection and viable plumbing service.
 - v. **May 17, 2012 - Interior** – The interior finishes of the building requiring repair shall be repaired to meet fire and building safety requirements. Additionally all life/safety equipment shall be installed throughout the building. (ie. Exit signs, fire extinguishers, etc...)
- b. **Completion Dates Extension** – The completion dates listed above related to the Performance Guarantee may be extended if substantial progress has been made as determined by the Director of Building Inspection and Neighborhood Services and the Director of the Department of Development.

5. **Signage**

The existing roof signs shall be removed by May 17, 2012.

6. **Site, Landscaping and Architecture**

Plan Commission and Common Council conditions of approval will be required to be complied with per the Special Use Permit Resolutions that will apply to the site.

7. **Schedule of Meetings**

Plan Commission

April 27, 2011

Common Council

May 17, 2011

Q/planning/plancommission/2011/4.27.2011/Paradise