

57



City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2003-0235	Resolution	In Committee
Resolution amending the Planned Development Agreement between the City of West Allis and Jewel Food Stores, Inc. to allow a one-year extension of time, in accordance with Sec. 12.61(13)(a) of the Revised Municipal Code to implement a proposed car wash and other site improvements at 11013 and 11111-17 W. Greenfield Ave.		
Introduced: 08/05/2003		Controlling Body: Safety & Development Committee

COMMITTEE RECOMMENDATION Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>8/5/03</u>		<input checked="" type="checkbox"/>	Barczak				
			Czaplewski	<input checked="" type="checkbox"/>			
			Kopplin				
			Lajsic	<input checked="" type="checkbox"/>			
			Narlock	<input checked="" type="checkbox"/>			
			Reinke				<input checked="" type="checkbox"/>
			Sengstock				
			Trudell				
			Vitale				
	<input checked="" type="checkbox"/>		Weigel	<input checked="" type="checkbox"/>			
			TOTAL	<u>4</u>	<u>0</u>		<u>1</u>

SIGNATURE OF COMMITTEE MEMBER (RECORDER)

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>8-5-03</u>		<input checked="" type="checkbox"/>	Barczak	<input checked="" type="checkbox"/>			
			Czaplewski	<input checked="" type="checkbox"/>			
			Kopplin	<input checked="" type="checkbox"/>			
	<input checked="" type="checkbox"/>		Lajsic	<input checked="" type="checkbox"/>			
			Narlock	<input checked="" type="checkbox"/>			
			Reinke				<input checked="" type="checkbox"/>
			Sengstock	<input checked="" type="checkbox"/>			
			Trudell				<input checked="" type="checkbox"/>
			Vitale	<input checked="" type="checkbox"/>			
			Weigel	<input checked="" type="checkbox"/>			
			TOTAL	<u>8</u>			<u>2</u>

CC Dev. Planning
Bar
15.

COMMITTEES OF THE WEST ALLIS COMMON COUNCIL 2003

ADMINISTRATION AND FINANCE

Chair: Alderperson Czaplewski

V.C.: Alderperson Kopplin

Alderpersons: Barczak

Lajsic

Reinke

ADVISORY

Chair: Alderperson Reinke

V.C.: Alderperson Vitale

Alderpersons: Kopplin

Lajsic

Narlock

LICENSE AND HEALTH

Chair: Alderperson Barczak

V.C.: Alderperson Sengstock

Alderpersons: Kopplin

Trudell

Vitale

SAFETY AND DEVELOPMENT

Chair: Alderperson Lajsic

V.C.: Alderperson Weigel

Alderpersons: Czaplewski

Narlock

Reinke

PUBLIC WORKS

Chair: Alderperson Narlock

V.C.: Alderperson Trudell

Alderpersons: Sengstock

Weigel

Vitale



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2003-0235

Final Action:

08-05-03

Resolution amending the Planned Development Agreement between the City of West Allis and Jewel Food Stores, Inc. to allow a one-year extension of time, in accordance with Sec. 12.61(13)(a) of the Revised Municipal Code to implement a proposed car wash and other site improvements at 11013 and 11111-17 W. Greenfield Ave.

WHEREAS, Jewel Food Stores, Inc. has submitted an application for a Planned Development District-Commercial pursuant to Section 12.61 of the West Allis Revised Municipal Code for certain lands consisting of approximately 8.59 acres as depicted and described as:

Part of Lot 2 and all of Lots 1 and 4 of C.S.M 5671, being a part of the Northeast $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Town 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin.

Commencing at the Northwest corner of the Northeast one-quarter of Section 6; thence Due East along the North line of said Northeast one-quarter and the centerline of W. Greenfield Avenue (S.T.H. 59) 1,278.00 feet to the point of beginning of the parcel hereinafter described; thence Due East along the aforementioned North line of the Northeast one-quarter of Section 6 and the centerline of W. Greenfield Avenue (S.T.H. 59) 648.27 feet; thence Due South 60.00 feet to a point on the South right-of-way line of W. Greenfield Avenue (S.T.H. 59); thence Due South 240.20 feet to the P.C. of a curve; thence 58.25 feet along the arc of said curve, radius of 75.00 feet to the center of which lies to the Northwest and chord bearing South $22^{\circ} 15' 00''$ West 56.80 feet to the P.T. of said curve; thence South $44^{\circ} 30' 00''$ West 65.89 feet; thence South $45^{\circ} 18' 08''$ East 82.70 feet; thence South $00^{\circ} 18' 14''$ East 98.59 feet; thence North $89^{\circ} 08' 25''$ West 30.00 feet; thence South $00^{\circ} 18' 14''$ East 11.22 feet; thence North $89^{\circ} 45' 21''$ West 91.10 feet; thence South $00^{\circ} 14' 39''$ West 195.32 feet; thence North $89^{\circ} 14' 15''$ West 224.10 feet; thence Due North 99.70 feet; thence North $89^{\circ} 13' 36''$ West 294.73 feet; thence North $00^{\circ} 11' 24''$ East 591.67 feet to a point on the South right-of-way line of W. Greenfield Avenue (S.T.H. 59); thence North $00^{\circ} 11' 24''$ East 63.90 feet to the point of beginning.

Said land being located at 11013 and 11111-17 W. Greenfield Ave.

Tax Key No. 448-9993-009	11013 W. Greenfield Ave.
Tax Key No. 448-9993-006	11111-17 W. Greenfield Ave.

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

WHEREAS, the Common Council has duly noticed and held a Public Hearing on August 5, 2003, on the Application; and,

WHEREAS, the Common Council, after due consideration, finds that the proposed development, as set forth in the Application with certain conditions, meets the standards set forth in Sections 12.61(6) and (7) 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 Development Agreement hereinafter identified.

BE IT FURTHER RESOLVED that the Agreement for Planned Development by and between Jewel Food Stores, Inc. 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 Administrative Officer-City Clerk/Treasurer are hereby authorized and directed to execute and deliver said 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.

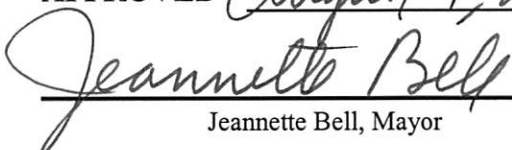
BE IT FURTHER RESOLVED that the Official City Zoning Map be and is hereby amended and approved by overlay of the Planned Development District-2.

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

ZON-R-390-8-5-03\jmg

ADOPTED August 5, 2003


Paul M. Ziehler, CAO, Clerk/Treasurer

APPROVED August 11, 2003


Jeannette Bell, Mayor

PLANNED DEVELOPMENT 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 **JEWEL FOOD STORES, INC.**

WITNESSETH:

WHEREAS, the Developer desires to improve and develop for commercial use 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 in fee or otherwise retains a legal or equitable interest in the Site; and,

WHEREAS, the Developer has made application to the Common Council of the City (the "Common Council") to establish a Planned Development District-Commercial pursuant to Section 12.61 of the Revised Municipal Code of the City (the "Application", City Clerk File No. 2711-8 dated June 18, 2002) to permit the development of a commercial 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 6, 2002; and,

WHEREAS, a second public hearing on the Application, for a one-year extension of time, was duly noticed and held by the Common Council on August 5, 2003, 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 special conditions enumerated in Exhibit C, which is attached hereto and made a part hereof.

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.

5A. **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.

5B. **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.

The Plan Commission at its meeting of May 28, 2003, recommended Common Council approval of the request of Jewel Food Stores, Inc. for an additional year, until August 2004, to commence construction. With the approval of this Agreement, the Common Council grants a one-year extension of time to August, 2004, to commence construction or, upon failure to commence construction as herein provided, this agreement shall lapse and be of no effect.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.**

12. **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.

13. **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.

14. **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.

15. **Governing Law.** This Agreement shall be construed under and **enforced** in accordance with Wisconsin Law.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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 WHEREOF, the parties here onto set forth their hands and seals this
12th day of AUGUST, 2003.

CITY OF WEST ALLIS

By: Jeannette Bell
Jeannette Bell, Mayor

Attest:

Paul M. Ziehler
Paul M. Ziehler,
City Administrative Officer
City Clerk/Treasurer

State of Wisconsin)
) ss
Milwaukee County)

On this 12th day of AUGUST, 2003, personally came before me Jeannette Bell and Paul M. Ziehler, to me known to be the Mayor and City Administrative Officer, City Clerk/Treasurer, respectively, of the City of West Allis and the persons who executed the foregoing instrument and acknowledged the same.

Donna H. Hering
Notary Public, State of Wisconsin
My Commission Expires: 04-16-06

(SIGNATURES CONTINUED ON NEXT PAGE)

Exhibit A – Legal Description

Part of Lot 2 and all of Lots 1 and 4 of C.S.M 5671, being a part of the Northeast $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Town 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin.

Commencing at the Northwest corner of the Northeast one-quarter of Section 6; thence Due East along the North line of said Northeast one-quarter and the centerline of W. Greenfield Avenue (S.T.H. 59) 1,278.00 feet to the point of beginning of the parcel hereinafter described; thence Due East along the aforementioned North line of the Northeast one-quarter of Section 6 and the centerline of W. Greenfield Avenue (S.T.H. 59) 648.27 feet; thence Due South 60.00 feet to a point on the South right-of-way line of W. Greenfield Avenue (S.T.H. 59); thence Due South 240.20 feet to the P.C. of a curve; thence 58.25 feet along the arc of said curve, radius of 75.00 feet to the center of which lies to the Northwest and chord bearing South $22^{\circ} 15' 00''$ West 56.80 feet to the P.T. of said curve; thence South $44^{\circ} 30' 00''$ West 65.89 feet; thence South $45^{\circ} 18' 08''$ East 82.70 feet; thence South $00^{\circ} 18' 14''$ East 98.59 feet; thence North $89^{\circ} 08' 25''$ West 30.00 feet; thence South $00^{\circ} 18' 14''$ East 11.22 feet; thence North $89^{\circ} 45' 21''$ West 91.10 feet; thence South $00^{\circ} 14' 39''$ West 195.32 feet; thence North $89^{\circ} 14' 15''$ West 224.10 feet; thence Due North 99.70 feet; thence North $89^{\circ} 13' 36''$ West 294.73 feet; thence North $00^{\circ} 11' 24''$ East 591.67 feet to a point on the South right-of-way line of W. Greenfield Avenue (S.T.H. 59); thence North $00^{\circ} 11' 24''$ East 63.90 feet to the point of beginning.

Said land being located at 11013 and 11111-17 W. Greenfield Ave.

Tax Key No. 448-9993-009

11013 W. Greenfield Ave.

Tax Key No. 448-9993-006

11111-17 W. Greenfield Ave.

EXHIBIT "B"

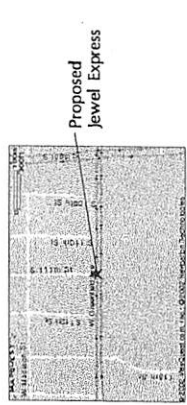
PROPOSED JEWEL EXPRESS RENOVATION



Store #3690
W. Greenfield Avenue & 11th Street
West Allis, Wisconsin 53214

LOCATION MAP

Proposed Jewel Express
Store #3690
W. Greenfield Avenue & 11th Street
West Allis, Wisconsin 53214



DRAWING INDEX

ARCHITECTURAL

- 1. SITE PLAN
- 2. EXISTING SITE PLAN
- 3. EXISTING EXTERIOR ELEVATIONS
- 4. EXISTING INTERIOR ELEVATIONS
- 5. PROPOSED SITE PLAN
- 6. PROPOSED EXTERIOR ELEVATIONS
- 7. PROPOSED INTERIOR ELEVATIONS
- 8. PROPOSED LANDSCAPE PLAN
- 9. PROPOSED DETAILS
- 10. PROPOSED EXTERIOR ELEVATIONS

PROJECT TEAM

ARCHITECTS/ENGINEERS: - CHRISTOPHER KIDD & ASSOCIATES
530 North 50th Place, Suite 203
West Allis, WI 53214
Phone: 414-443-0830
A/E: Christopher D. Kidd, AIA

PROJECT ADDRESS

JEWEL EXPRESS
Store #3690
W. Greenfield Avenue & 11th Street
West Allis, Wisconsin 53214

PRINCIPAL-IN-CHARGE: CHRISTOPHER D. KIDD, AIA

CHRISTOPHER KIDD & ASSOCIATES
PROJECT NUMBER: - 01310-03

PLAN COMMISSION
DATED JULY 24, 2002

Proposed Jewel Express Store #3690 W. Greenfield Avenue & 11th St. West Allis, Wisconsin 53214		Christopher Kidd & Associates, LLC Architects and Engineers 530 North 50th Place, Suite 203 West Allis, Wisconsin 53214 Phone: 414-443-0830 / Fax: 414-443-0831	
PROJECT NO.: 01310-03 DRAWING NO.: 101 DATE: 7/24/02 PROJECT NAME: JEWEL EXPRESS	SHEET NO.: 1 TOTAL SHEETS: 1	T	

[illegible]

FLOOD ZONE INFORMATION

PER THE CITY OF WEST ALIX, THE PROPERTY LIES WITHIN ZONE C, "AREAS OF MINIMAL FLOODING." PER THE NOT-PRINTED FLOOD INSURANCE RATE MAP FOR THE CITY OF WEST ALIX, COMMUNITY-PANEL NO. 55002-0001A, MAP INDEX DATED APRIL 13, 1981.

SELECTED ZONING DATA

THE PROPERTY IS ZONED C-2, COMMUNITY COMMERCIAL, DISTRICT
FLOOR AREA RATIO IS NOT TO EXCEED 1.5

THE PROPERTY CONTAINING:

BASIS OF BEARING
PER CERTIFIED SURVEY MAP NO. 0671, THE BEARING ON THE NORTH
LINE OF THE NORTHEAST QUARTER OF SECTION 6-6-21 IS DUE EAST

3. AT THE NORTHWEST CORNER OF THE PROPERTY, THE BLACKTOP (MEASURES BY 7.0 AND 3 FEET.

6. THE SOUTHERLY 1/4 1-PIECE OF THE "JEWEL" BUILDING ENDS INTO THE STRONG WATER DRAINAGE EASTWARD FOR TREATMENT

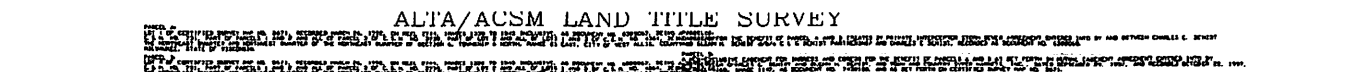
B. WEST SIDE OF "LEVEL" BUILDING ENDOCHORES INTO THE EAST SIDE
OF THE 70-FOOT EASEMENT FOR DOCUMENT 1306107 BY +/- 7.5 FEET.

REMARKABLE INFORMATION

ALPHABETICALLY LISTED BY ALPHABETIC ORDER FOR THE CITY OF WISCONSIN

LEGEND

[illegible][illegible]



(PER CHICAGO TITLE INSURANCE COMPANY POLICY NO. 80-901-108 1048344,
DATED MARCH 4, 1978.)

- 8 SANITARY, STEAM, WATER, HEATING, AND ACCESS EASEMENTS FOR RECORDS
9 TRANSFERRED AND GRANTED AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
10 EASEMENT FOR RECORD 600099 AFFECTS THE SUBJECT PROPERTY AS SHOWN
11 HEREON.
12 EASEMENT FOR RECORD 600097 PROVIDES FOR AN EASEMENT OVER
13 THE SUBJECT PROPERTY TO ALLOW POWER LINES TO PASS THROUGH THE SUBJECT PROPERTY,
14 BUT NOT TO EXCEED FIVE FEET IN WIDTH.
15 EASEMENT FOR RECORD 600100 AFFECTS THE SUBJECT PROPERTY AS SHOWN
16 HEREON.
17 EASEMENT FOR RECORD 600118 AFFECTS THE SUBJECT PROPERTY AS SHOWN
18 HEREON.
19 EASEMENT FOR RECORD 600923 AND 740801 AFFECT THE SUBJECT PROPERTY
20 AS SHOWN HEREON.
21 EASEMENT FOR RECORD 600090 AFFECTS THE SUBJECT PROPERTY AS SHOWN
22 HEREON.
23 EASEMENT FOR RECORD 600091 AFFECTS THE SUBJECT PROPERTY AS SHOWN
24 HEREON.
25 EASEMENT FOR RECORD 618264 AFFECTS THE SUBJECT PROPERTY AS SHOWN
26 HEREON.
27 EASEMENT FOR RECORD 600095 AFFECTS THE SUBJECT PROPERTY AS SHOWN
28 HEREON.
29 EASEMENT FOR RECORD 600096 AFFECTS THE SUBJECT PROPERTY AS SHOWN
30 HEREON.
31 EASEMENT FOR RECORD 740801 AFFORDS TITLE SUPPLIED TO SURVEYOR. IT IS NOT CLEAR
32 WHETHER THIS EASEMENT IS INTENDED TO BE CONSIDERED AN EASEMENT OR A
33 TRADING AND CONDITIONS RELATIVE TO THE USE AND MAINTENANCE OF EASEMENTS
34 ARE DESCRIBED IN THE INSTRUMENTS REFERENCE BY THIS INSTRUMENT.
35 ENDING OF BLOCK INCLUDING INTO EASEMENT FOR RECORD 159410

[illegible]

Ref	Name	Investigation	Date
1	12-10-68	EARLY-TERM RECORDS RECEIVED FROM	12-10-68
2	12-10-68	INVESTIGATIVE REPORT TITLE	12-10-68

ALTA/ACSM SURVEY			
NAME: [REDACTED] DATE: [REDACTED] FUEL: [REDACTED] ADDRESS: [REDACTED] CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]			
FUEL EXPRESS NO. 3670 WEST ALBIE, WISCONSIN			

MONSTER, MCGRAW & AHLBERG LTD. Consulting Engineers 2000 Broadway and Engineering Bldg. 2700 10th Avenue, Suite 1000 Denver, Colorado 80202	30454 6-12-68 CL 6-12-68 6-12-68	10-12-68 6-12-68 6-12-68 6-12-68
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To Be Introduced
on 5/20, held until
7/1 for action.
Nothing is done
day. Thank.
Kearney

X100

Project No. 070-0000

Scale 1" = 40'-0"

City of Madison

Department of Public Works

Planning Division

Proposed Jewel Express

Store #3690

W. Greenfield Avenue & 11TH ST.

West Allis, Wisconsin 53214

Christopher Kidd & Associates, LLC

Architects and Engineers

500 North 10th Place, Suite 203

West Allis, Wisconsin 53214

Phone 414-443-0000 / Fax 414-443-0004

EXISTING SITE PLAN

SCALE: 1" = 40'-0"

LEGEND

1. EXISTING BUILDING	2. EXISTING DRIVEWAY	3. EXISTING DRIVEWAY	4. EXISTING DRIVEWAY
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73. EXISTING DRIVEWAY	74. EXISTING DRIVEWAY	75. EXISTING DRIVEWAY	76. EXISTING DRIVEWAY
77. EXISTING DRIVEWAY	78. EXISTING DRIVEWAY	79. EXISTING DRIVEWAY	80. EXISTING DRIVEWAY
81. EXISTING DRIVEWAY	82. EXISTING DRIVEWAY	83. EXISTING DRIVEWAY	84. EXISTING DRIVEWAY
85. EXISTING DRIVEWAY	86. EXISTING DRIVEWAY	87. EXISTING DRIVEWAY	88. EXISTING DRIVEWAY
89. EXISTING DRIVEWAY	90. EXISTING DRIVEWAY	91. EXISTING DRIVEWAY	92. EXISTING DRIVEWAY
93. EXISTING DRIVEWAY	94. EXISTING DRIVEWAY	95. EXISTING DRIVEWAY	96. EXISTING DRIVEWAY
97. EXISTING DRIVEWAY	98. EXISTING DRIVEWAY	99. EXISTING DRIVEWAY	100. EXISTING DRIVEWAY

The main site plan illustrates the proposed Jewel Express store layout. The building is situated on the east side of West Greenfield Avenue, between 11th and 12th Streets. The plan shows a large rectangular building footprint with a parking lot to its north and east. Surrounding streets include West Greenfield Avenue to the south, 11th Street to the west, and 12th Street to the east. The plan also shows the intersection with West Lapham Street to the north. Various zoning designations are indicated, including Zoned C-3, Community Commercial, and Zoned RA-3, Residential Single-Family. The plan includes numerous annotations for setbacks, easements, and property boundaries.

LAND AREA
 CALCULATED WITHIN 1 SQUARE FOOT ON A DIME ANCHOR
 374.68 SQUARE FEET ± 8.00% ANCHOR

SELECTED ZONING DATA
 THE PROPERTY IS ZONED C-3, COMMUNITY COMMERCIAL, DISTRICT
 1.5. THE ZONING MAP IS NOT TO EXCEED 1.5.

EXISTING BUILDING DATA
 THE PROPERTY CONTAINS 1,000 SQUARE FEET OF EXISTING BUILDING
 AREA. THE BUILDING IS A SINGLE STORY BUILDING WITH A
 FLAT ROOF. THE BUILDING IS IN GOOD CONDITION AND IS
 SUITABLE FOR THE PROPOSED USE.

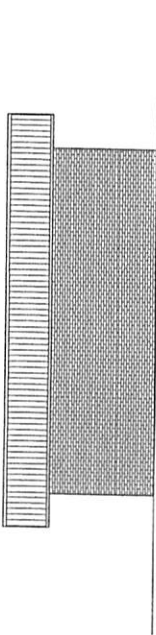
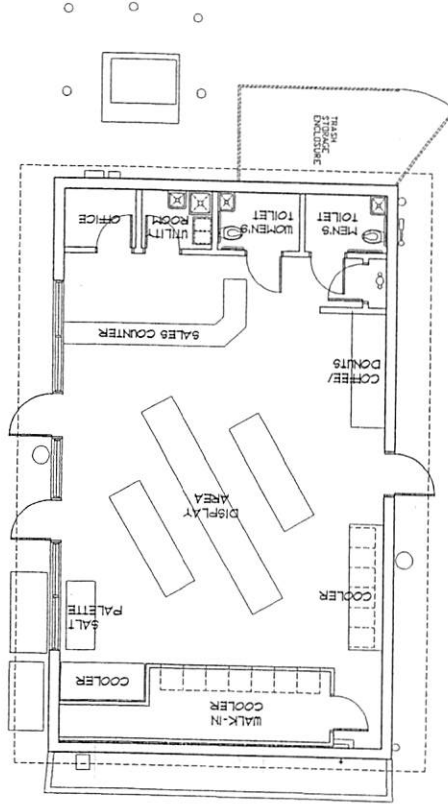
PARKING SPACE DATA
 THE PROPERTY CONTAINS 1,000 SQUARE FEET OF EXISTING
 PARKING SPACE. THE PARKING SPACE IS IN GOOD
 CONDITION AND IS SUITABLE FOR THE PROPOSED USE.

14 HANDICAPPED STRIPED PARKING SPACES
 421 INCLUDING 12 FOR SHOPPING CART CONVALENT

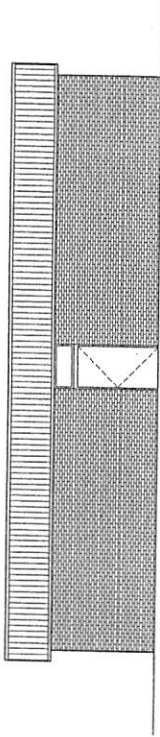
485 CROSS PARKING SPACES

Proposed Jewel Express Store #3690 W. Greenfield Avenue & 111th St. West Allis, Wisconsin 53214		Christopher Kidd & Associates, LLC Architects and Engineers 500 North 100th Place, Suite 203 Milwaukee, Wisconsin 53228 Phone 414-443-0800 / Fax 414-443-0804
Project No. 1000 Drawing No. 1000-01 Date: 6/14/2003 Project No. 1000-01	Project No. 1000-01 Drawing No. 1000-01 Date: 6/14/2003 Project No. 1000-01	Project No. 1000-01 Drawing No. 1000-01 Date: 6/14/2003 Project No. 1000-01

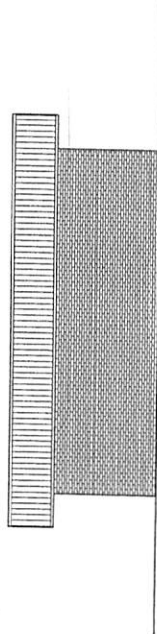
EXISTING FLOOR PLAN/ELEVATIONS
 SCALE: 1/4" = 1'-0"



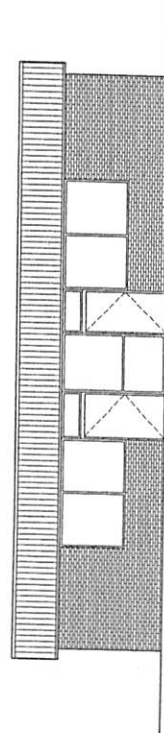
WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION

Christopher Kidd & Associates, LLC
Architects and Engineers
550 North 108th Place, Suite 203
Wauwatosa, Wisconsin 53226
Phone: 414-443-0830 / Fax: 414-443-0834

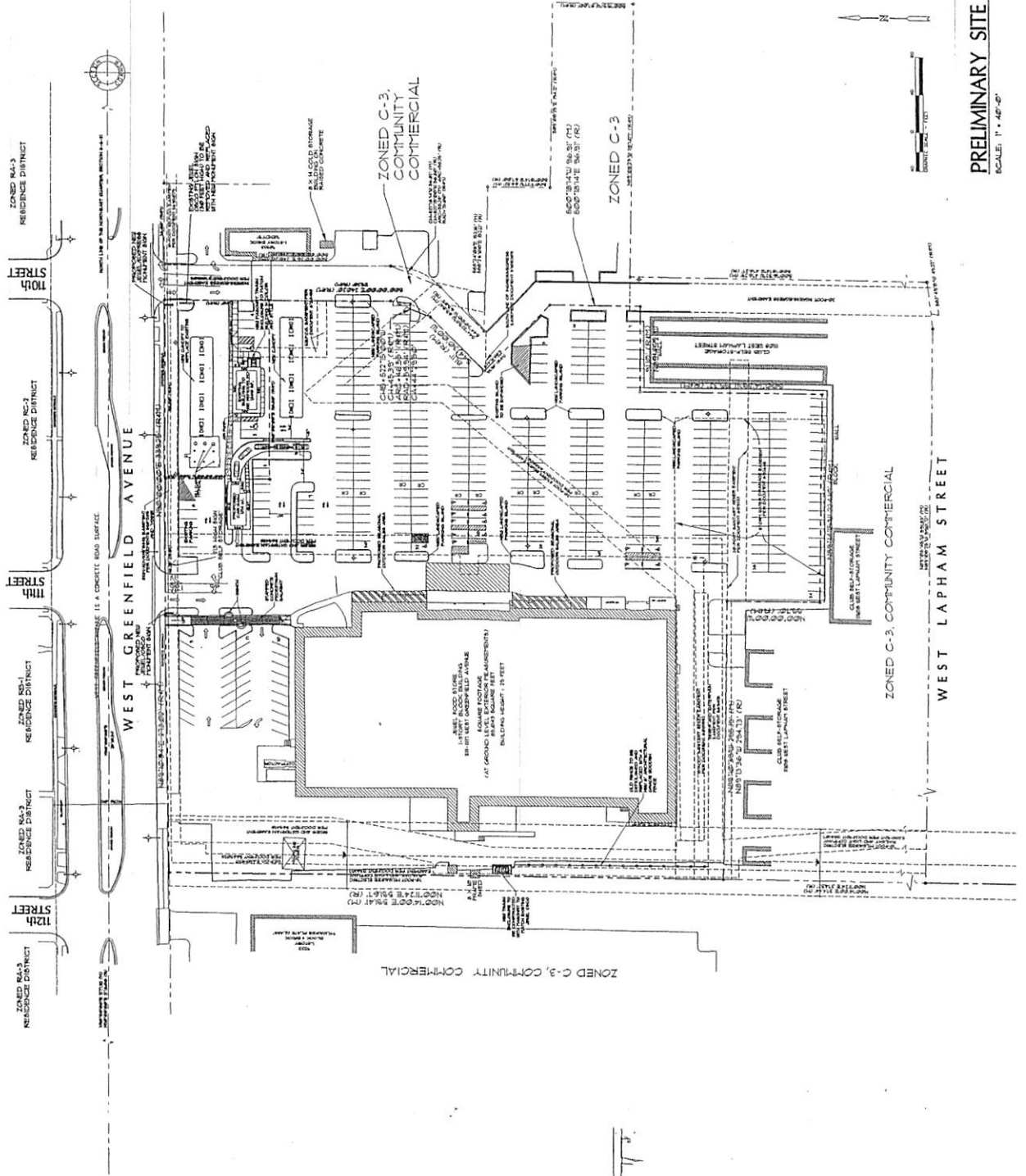
Name of contact at Department of Service for Veterans, Post Office Box 1000, Washington, DC 20501 Telephone () 202-374-1000 Date of entry received by the Service Center: 08/04/82	do team by: JTP date closed by: CDK date: 8/10/82 project no: 0216-03
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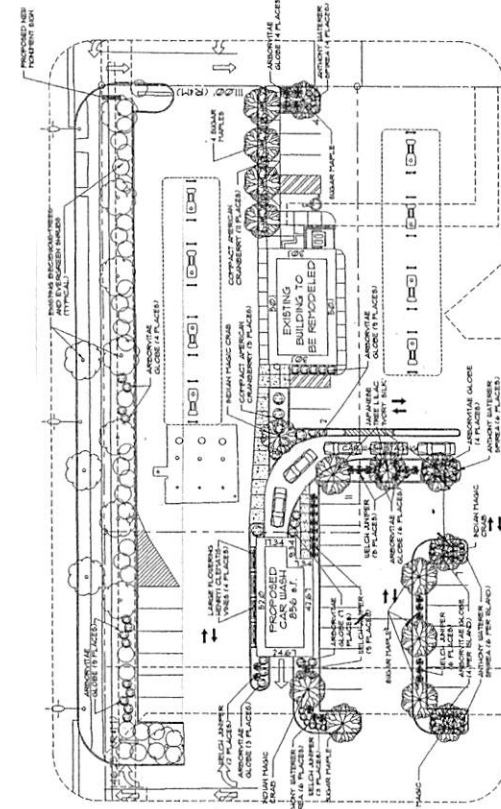
AREA		PARKING		LANDSCAPING		SITE ZONED	
LOT AREA:	374,240 S.F.	TOTAL REQUIRED PARKING:	273	TOTAL PROPOSED PARKING:	409	PAVED AREA	8.6
REDEVELOPED AREA:	89,240 S.F.	STANDARD PARKING SPACES:	333	LANDSCAPED PERCENTAGE:		LANDSCAPING REQUIRED:	1.4
TOTAL BUILDING AREA:	87,140 S.F.						

1) THIS SITE PLAN IS PRELIMINARY IN NATURE. IT IS NOT TO BE USED FOR CONSTRUCTION.

QUESTION

• OUTDOOR SALES AREA (SEASONAL)

[illegible]

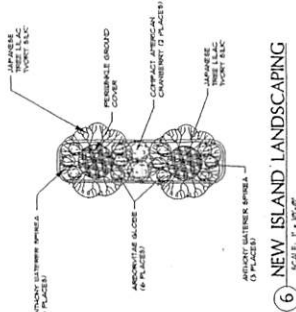


APPROVED

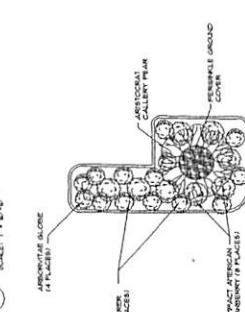
WEST ALLIS PLAN COMMISSION

DATE _____
APPROVED BY _____
ALL RIGHTS RESERVED.

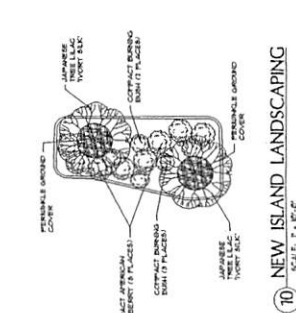
7/24/02 JW



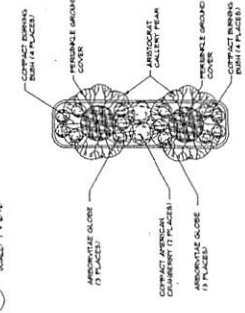
6 NEW ISLAND LANDSCAPING
647 ALB. ST. • SUITE 200 •



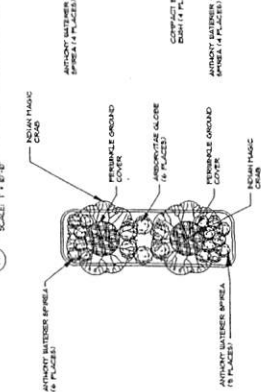
7 EXISTING ISLAND LANDSCAPING



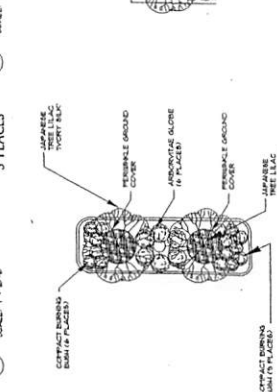
10 NEW ISLAND LANDSCAPING
6,7,11 E. P. 107, 20



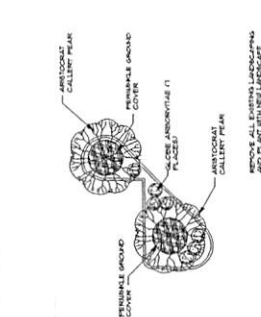
11 EXISTING ISLAND LANDSCAPING



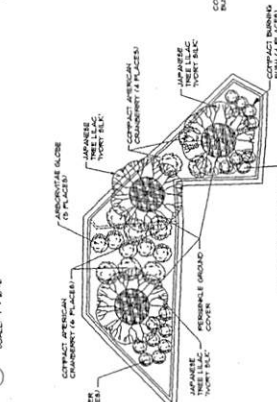
15 NEW ISLAND LANDSCAPING
SCALE: 1" = 30'-0"



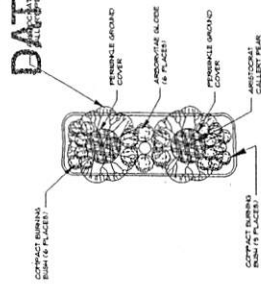
14 NEW ISLAND LANDSCAPING
SCALE: 1" = 10'-0"
2 PLACES



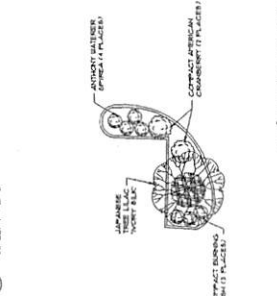
8 EXISTING ISLAND LANDSCAPING
SCALE: 1" = 10'-0"



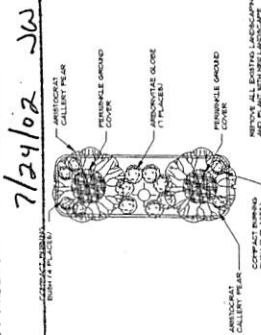
9 NEW/EXISTING ISLAND LANDSCAPING
SCALE: 1" = 10'-0"



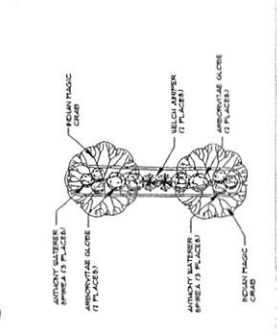
4 NEW ISLAND LANDSCAPING
SCALE: 1" = 10'-0"



5 EXISTING ISLAND LANDSCAPING



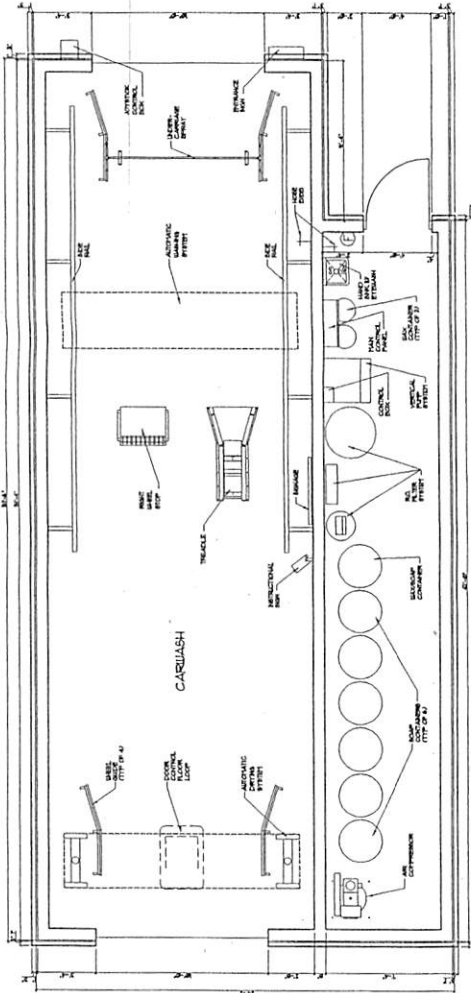
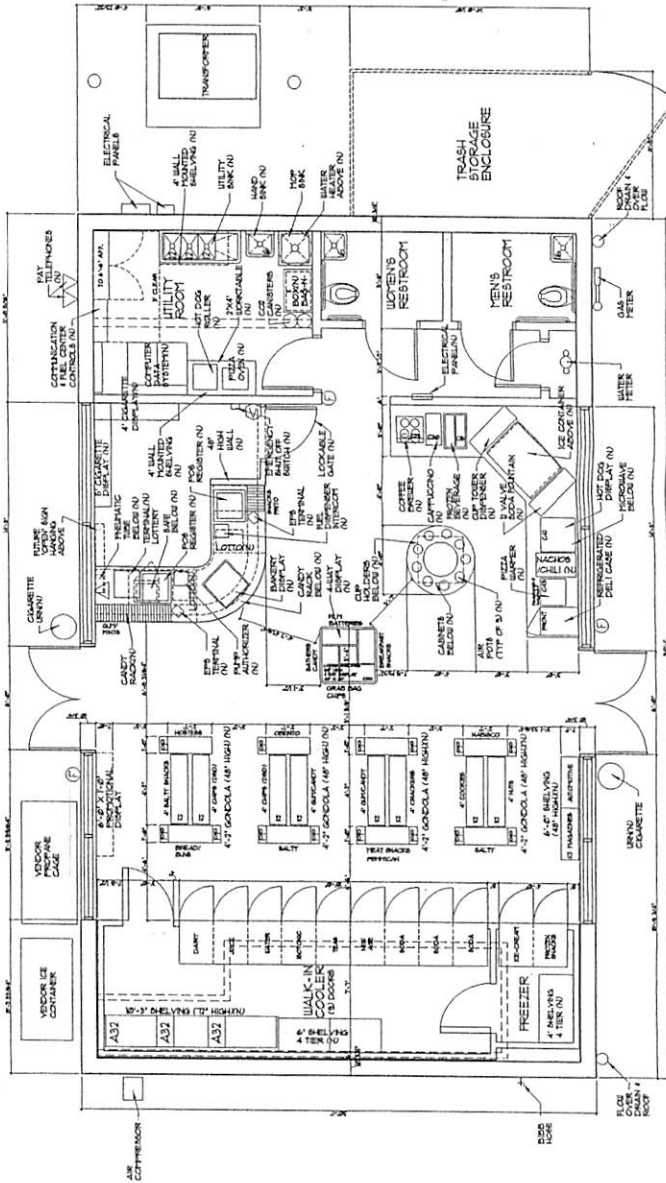
2 EXISTING ISLAND LANDSCAPING



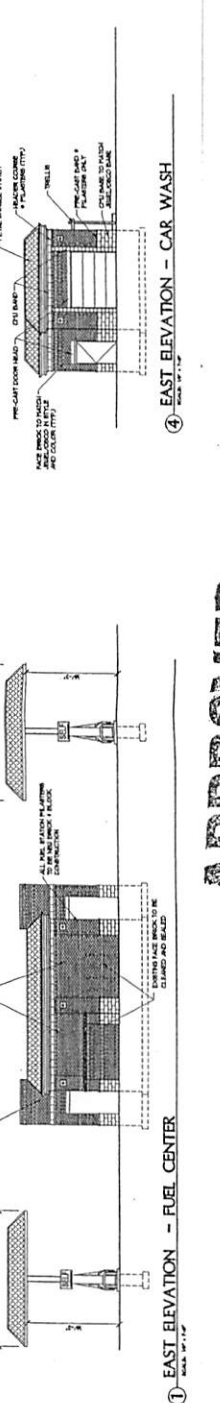
3 EXISTING ISLAND LANDSCAPING
SCALE: 1" = 10'-0"
2 PLACES

[illegible]

SCALE: 3/8" = 1'-0"

[illegible]

A300	
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WEST ALLIS PLAN COMMISSION
DATE 7/24/02 JW

PROPOSED EXTERIOR ELEVATIONS

Exhibit C Special Conditions

Signage

Existing non-conforming signage shall be removed from the property and/or brought into compliance in accordance with Section 13.21 of the Revised Municipal Code.

Site, Landscaping and Architectural

All Site, Landscaping and Architectural improvements shall be in accordance with the approved set of plans approved by the Plan Commission on July 24, 2002. Any modification to the approved set of plans will require resubmission and approval by the West Allis Plan Commission.

Site and Rooftop Screening

A six (6)-foot high, double-sided, stained wood fence will be installed along the west property line.

Rooftop equipment shall be screened or located so it is not visible from street grade. Rooftop equipment includes, but shall not be limited to, satellite dishes, telecommunication equipment, heating, ventilating and air conditioning units.

Outdoor Sidewalk Sales and Display Area

Not permitted on site.

Permitted Uses

Uses permitted within the Planned Development District shall be in accordance with Permitted Uses in the C-2 and C-3 Zoning Districts of the Revised Municipal Code for the City of West Allis (unless permitted below as Special Uses).

In addition the following uses will be permitted uses without a special use permit and subject to Plan Commission approval.

1. Car Wash Facilities
2. Gas Stations with convenience stores
3. Sit-down Restaurants without a drive-thru

Permitted Special Uses

The following uses or operations will be permitted as a special use within the identified PDD District (unless specified otherwise):

1. Hours of operation seven days a week 24 hours per day
2. Car Wash Facilities
3. Outdoor dining areas for "food establishments" under Section 7.04(1)(c)
4. Department Stores and Shopping Centers
5. Mixed Uses, Commercial/Residential
6. Multi-family Residential
7. Retirement homes and communities
8. Parks, libraries and other public uses
9. Planned developments, Commercial or Residential
10. Hospitals and Medical Clinics

Prohibited Uses

Uses not mentioned above (Permitted Uses) are not permitted within the District. The following uses are specifically also not permitted within the Planned Development District:

1. Fast Food Restaurants
2. Vehicle service and repair shops
3. Vehicle and equipment sales, display or storage
4. Public self-storage or warehousing
5. Telecommunication and radio towers
6. Adult-oriented establishments under the provisions of Sec. 9.28 of the City Code.
7. Tobacco stores
8. Variety stores, thrift/consignment stores, pawn brokers
9. Tattoo and/or body piercing establishments
10. Outdoor storage and display (including sidewalk sales)

Required Conditions for Gas Station and Car Wash Facility

1. Overhead wash bay garage doors shall be kept closed at all times, except when vehicles are entering or exiting.
2. No Vacuums accessory to the use.
3. No point of sale audio or voice menu prompts.
4. The use of pennants, special lighting, flags, streamers or other signage and marketing displays whether permanent or temporary, hanging, floating, freestanding or attached to a vehicle or structure shall not be permitted.
5. The use of outdoor pagers intercoms or loudspeakers shall not be permitted on site.

Bulk Regulations

The floor area ratio on a parcel shall not exceed 0.25

Setbacks

All building setbacks from the established property line shall be as follows: W. Greenfield Ave. sixty ft. (60) setback

Anything not addressed in the Planned Development Agreement should be addressed as per the underlying zoning district.

Amendments

Any modification to this Special Conditions exhibit will require resubmission and approval by the City of West Allis Plan Commission and Common Council.