

19a. 36



# City of West Allis

## Matter Summary

7525 W Greenfield Ave.  
West Allis, WI 53214

| File Number  | Title      | Status                                   |
|--|------------|--|
| R-2004-0312  | Resolution | In Committee                             |
| Resolution Granting a Privilege for Encroachment (Major) to New Owner Thomas C. Doyle (d/b/a Doyle's Milwaukee Inn) for property located at 7335 West Greenfield Avenue. |            |  |
| Introduced: 11/3/2004  |            | Controlling Body: Public Works Committee |

### COMMITTEE RECOMMENDATION

*adopt as amended*

ACTION  
DATE:  
NOV 16 2004

| MOVER                               | SECONDER |            | AYE                                 | NO       | PRESENT | EXCUSED |
|-------------------------------------|----------|------------|-------------------------------------|----------|---------|---------|
|                                     |          | Barczak    |                                     |          |         |         |
|                                     |          | Czaplewski |                                     |          |         |         |
|                                     |          | Dobrowski  | <input checked="" type="checkbox"/> |          |         |         |
|                                     |          | Kopplin    | <input checked="" type="checkbox"/> |          |         |         |
|                                     |          | Lajsic     |                                     |          |         |         |
|                                     |          | Narlock    | <input checked="" type="checkbox"/> |          |         |         |
|                                     |          | Reinke     |                                     |          |         |         |
| <input checked="" type="checkbox"/> |          | Sengstock  | <input checked="" type="checkbox"/> |          |         |         |
|                                     |          | Vitale     | <input checked="" type="checkbox"/> |          |         |         |
|                                     |          | Weigel     |                                     |          |         |         |
| TOTAL                               |          |            | <u>5</u>                            | <u>-</u> |         |         |

### SIGNATURE OF COMMITTEE MEMBER

*Ruth Hall*

Chair

Vice-Chair

Member

### COMMON COUNCIL ACTION

*adopt as amended*

ACTION  
DATE:

11-16-04

| MOVER                               | SECONDER                            |            | AYE                                 | NO       | PRESENT | EXCUSED |
|-------------------------------------|-------------------------------------|------------|-------------------------------------|----------|---------|---------|
|                                     |                                     | Barczak    | <input checked="" type="checkbox"/> |          |         |         |
|                                     |                                     | Czaplewski | <input checked="" type="checkbox"/> |          |         |         |
|                                     |                                     | Dobrowski  | <input checked="" type="checkbox"/> |          |         |         |
|                                     |                                     | Kopplin    | <input checked="" type="checkbox"/> |          |         |         |
|                                     | <input checked="" type="checkbox"/> | Lajsic     | <input checked="" type="checkbox"/> |          |         |         |
| <input checked="" type="checkbox"/> |                                     | Narlock    | <input checked="" type="checkbox"/> |          |         |         |
|                                     |                                     | Reinke     | <input checked="" type="checkbox"/> |          |         |         |
|                                     |                                     | Sengstock  | <input checked="" type="checkbox"/> |          |         |         |
|                                     |                                     | Vitale     | <input checked="" type="checkbox"/> |          |         |         |
|                                     |                                     | Weigel     | <input checked="" type="checkbox"/> |          |         |         |
| TOTAL                               |                                     |            | <u>10</u>                           | <u>-</u> |         |         |



Attorney  
BrZ

# STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL 2004

## ADMINISTRATION & FINANCE

Chair: Michael J. Czaplewski  
Vice-Chair: Martin J. Weigel  
Gary T. Barczak  
Thomas G. Lajsic  
Rosalie L. Reinke

## PUBLIC WORKS

Chair: Richard F. Narlock  
Vice-Chair: Linda A. Dobrowski  
Kurt E. Kopplin  
Vincent Vitale  
James W. Sengstock

## SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic  
Vice-Chair: Vincent Vitale  
Gary T. Barczak  
Martin J. Weigel  
Rosalie L. Reinke

## LICENSE & HEALTH

Chair: Kurt E. Kopplin  
Vice-Chair: James W. Sengstock  
Linda A. Dobrowski  
Richard F. Narlock  
Michael J. Czaplewski

## ADVISORY

Chair: Rosalie L. Reinke  
Vice-Chair: Gary T. Barczak  
Linda A. Dobrowski  
Vincent Vitale  
Martin J. Weigel



# City of West Allis

## Resolution

7525 W. Greenfield Ave.  
West Allis, WI 53214

**File Number: R-2004-0312**

**Final Action: 11/16/2004**

Resolution Granting a Privilege for Encroachment (Major) to New Owner Thomas C. Doyle (d/b/a Doyle's Milwaukee Inn) for property located at 7335 West Greenfield Avenue.


WHEREAS, by Resolution No. 23774, adopted October 16, 2002, the City of West Allis granted to Brausch and Ymyre Rustemi a certain Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way consisting of a canopy and sign encroaching over the public sidewalk along West Greenfield Avenue, said property located at 7335 West Greenfield Avenue, West Allis, WI (the "Privilege"); and,

WHEREAS, the property has now changed ownership to Thomas C. Doyle, who desires to retain the Privilege; and,

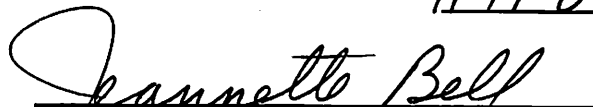
WHEREAS, Thomas C. Doyle wishes to expand the nature and scope of the encroachment.

NOW, THEREFORE, BE IT RESOLVED that the City of West Allis grants to Thomas C. Doyle the Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way consisting of the installation of a new canopy, sign and all light fixtures located at 7335 West Greenfield Avenue subject to the terms and conditions set forth in the attached Privilege for Encroachme

**ADOPTED AS AMENDED** 11/16/2004

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

**APPROVED AS AMENDED** 11-19-04

  
Jeannette Bell, Mayor

**PRIVILEGE FOR ENCROACHMENT**  
**Major**

**Beyond Lot Line and Within a Public Street Right-of-Way**

Thomas C. Doyle (d/b/a Doyle's Milwaukee Inn), owner(s) of property located at 7335 West Greenfield Avenue, West Allis, hereinafter "Grantee(s)", desires to extend the nature and scope of an encroachment extending beyond the lot line and within the public street right-of-way consisting of the installation of a canopy, sign and all light fixtures on that portion of the right-of-way along a part of West Greenfield Avenue located in the Northwest ¼ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Beginning at a point on the North line of Lot 6, Block 7, Central Improvement Company Subdivision No. 1, said point being 18.0 feet East of the Northwest corner of said Lot 6; thence continuing East 15.0 feet; thence North 10.0 feet; thence West 15.0 feet; thence South 10.0 feet to the point of beginning. Tax Key No. 453-0118-000.

The Board of Public Works is satisfied that the granting of this privilege is not adverse to the public interest.

NOW, THEREFORE, pursuant to the authority contained in Section 66.0425 of the Wisconsin Statutes, the Common Council of the City of West Allis does hereby grant the above-described privilege, subject to the following terms and conditions:

1. Upon acceptance hereof, the Grantee(s) shall become primarily liable for damages to persons or property by reason of the granting of this privilege; and the Grantee(s) agree to hold the City harmless for any damage to their property resulting from snow plowing, snow removal or other City operations.
2. The Grantee(s) shall be obligated to remove the encroachment upon ten (10) days notice by the State of Wisconsin or City of West Allis; and shall be entitled to no damages for removal

of the encroachment. I hereby grant permission to the City of West Allis to remove the encroachment if it is not removed pursuant to Sec. 66.0425(2), Wisconsin Statutes, the cost of which shall be at Grantee's expense. The cost of removal by the City shall be charged to Grantee and, if unpaid after thirty (30) days, assessed as a special charge under Sec. 66.0701, Wisconsin Statutes

3. The Grantee(s), by acceptance hereof, waives any right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes.

4. Any third parties whose rights are interfered with by the granting of this privilege shall have a right of action against the Grantee(s) only.

5. Plans and specifications for installation and any repair/alterations being performed in the public right-of-way for which this privilege is granted, other than the canopy, sign and all light fixtures as provided herein, shall require submission to, and final approval of, the City Engineer of the City of West Allis. Specifically, the canopy shall be placed and maintained at least two (2) feet from the edge of the street curb.

6. It is understood that Grantee(s), their heirs, successors and assigns, shall file a Bond with the City Clerk/Treasurer in the amount of One Thousand Dollars (\$1,000) and a Certificate of Insurance in the amount of at least Ten Thousand Dollars (\$10,000.00), in a form approved by the City Attorney, for damages to person or property by reason of the granting of this privilege. The City of West Allis shall be named as an additional insured, as its interest may appear, on the certificate of insurance. The insurance certificate shall further provide that ten (10) day written notice to the City of West Allis shall be provided in the event of any material change, or cancellation of insurance coverage.

In addition, the Grantee(s) shall obtain and maintain a policy of insurance covering the encroachment in the amount of One Million Dollars (\$1,000,000.00) in a form acceptable to the City Attorney.

7. Grantee(s) shall keep the sidewalk and sidewalk area underneath and adjacent to the canopy free and clear of snow and ice.

8. Grantee(s) shall repair to the City's satisfaction any damage to the sidewalk or sidewalk area.

9. Grantee(s) shall maintain the canopy, support structures, and surrounding area in a reasonable state of repair and cleanliness.

10. The support poles must be made of aluminum, galvanized steel or other similar rust resistant metal of sufficient strength to support snow loads as determined by the City Engineer.

11. No carpeting or other material shall be placed in the sidewalk or sidewalk area.

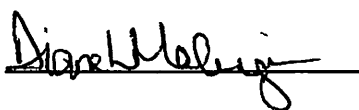
12. Grantee(s) shall pay to the City of West Allis as compensation for this privilege the sum of Fifty Dollars (\$50.00).

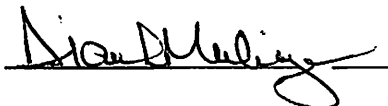
13. This privilege shall be in force and have effect only upon payment of the required fee and filing of the Certificate of Insurance and Bond referred to above. This privilege shall cease upon the lapse or cancellation of the said insurance coverage. New application and new payment shall then be required to extend grant of privilege.

14. This privilege shall be binding upon and inure to the benefit of the Grantee(s), their respective heirs, successors and assigns.

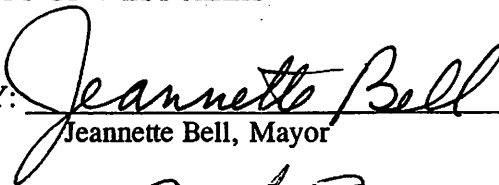
Dated at West Allis, WI, this 19 day of November, 2004.


IN PRESENCE OF:

BY: 

BY: 

CITY OF WEST ALLIS

BY:   
Jeannette Bell, Mayor

BY:   
Paul M. Ziemer  
City Administrative Officer,  
Clerk/Treasurer

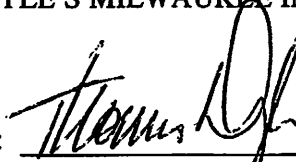
(SIGNATURES CONTINUED ON NEXT PAGE)

IN PRESENCE OF:

\_\_\_\_\_

ACCEPTED BY:  
DOYLE'S MILWAUKEE INN

BY:



Thomas C. Doyle

Date:

11-28-04

Approved as to form this 23 day  
of Nov, 2004.



City Attorney

C/Encrprimajor-Doyle