

31.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2006-0175	Resolution	In Committee
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Resolution Granting a Privilege for Encroachment (Major) to New Owner Mt. Calvary Pentecost Church for property located at 5900 West National Avenue.

Introduced: 6/20/2006

Controlling Body: Public Works Committee

### COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>6-20-06</u>			Barczak				
			Czaplewski				
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic				
			Narlock				✓
			Reinke				
			Sengstock	✓			
		✓		Vitale	✓		
				Weigel			
			TOTAL	<u>4</u>	<u>0</u>		<u>1</u>

### SIGNATURE OF COMMITTEE MEMBER

Chair \_\_\_\_\_ Vice-Chair [Signature] Member \_\_\_\_\_

### COMMON COUNCIL ACTION adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>6/20/06</u>			Barczak <del>ex c</del>				✓
		✓	Czaplewski	✓			
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock <del>ex</del>				✓
			Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel <del>ex c</del>				✓
			TOTAL	<u>7</u>	<u>0</u>		<u>3</u>



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2006-0175**

**Final Action:**

JUN 20 2006

Resolution Granting a Privilege for Encroachment (Major) to New Owner Mt. Calvary Pentecost Church for property located at 5900 West National Avenue.

WHEREAS, by Resolution No. 26082, adopted April 20th, 1999, the City of West Allis granted to T. Sherbrook and R.H. Berres a certain Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way consisting of a permanent canopy located at 5900 West National Avenue, West Allis, WI (the "Privilege"); and,

WHEREAS, the property has now changed ownership to Mt. Calvary Pentecost Church, who desire to retain the Privilege.

NOW, THEREFORE, BE IT RESOLVED that the City of West Allis grants to Mt. Calvary Pentecost Church the Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way consisting of a permanent canopy located at 5900 West National Avenue.

BE IT FURTHER RESOLVED that additional improvements on said area must require prior approval of the Board of Public Works.

BE IT FURTHER RESOLVED that the Mayor and City Administrative Officer, Clerk/Treasurer of the City of West Allis are hereby authorized and directed to execute and deliver the aforesaid Privilege on behalf of the City of West Allis.

ATTR-Encroachment-Mt Calvary Pentecost Church

ADOPTED

JUN 20 2006

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

APPROVED

June 27, 2006

Jeannette Bell, Mayor

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

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

Mt. Calvary Pentecost Church, owner(s) of property located at 5900 West National Avenue West Allis, hereinafter "Grantee(s)", desire to maintain an encroachment extending beyond the lot line and within the public street right-of-way consisting of a permanent canopy on that portion of the right-of-way of West National Avenue adjoining all of Lot 9, Block 5, in Brady's Subdivision, being a part of the Southwest ¼ of Section 35, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Beginning at the Southeast corner of said Lot 9; thence S 74° 23' 24" W along the Northerly right-of-way line of said West National Avenue, 41.24 feet; thence S 15° 36' 36" E and perpendicular to said Northerly line, 3.00 feet; thence N 74° 23' 24" E and parallel with said Northerly line, 41.24 feet; thence N 15° 36' 36" W and perpendicular to said Northerly line, 3.00 feet to the point of beginning. Tax Key No. 438-0300-000.

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 or snow removal 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.

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. The permanent canopy shall be constructed and maintained in a manner to safeguard the public and shall specifically comply with the West Allis Municipal Code.

6. Plans and specifications of any repair/alterations being performed in the public right-of-way for which this privilege is granted, other than the permanent canopy as provided herein, shall require submission to, and final approval of, the City Engineer of the City of West Allis.

7. 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.

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

9. 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.

10. 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 22 day of June, 2006.

CITY OF WEST ALLIS

BY: Jeannette Bell  
Jeannette Bell, Mayor  
BY: Paul M. Ziehler  
Paul M. Ziehler, CAO  
~~Acting~~ City Clerk/Treasurer

ACCEPTED BY:  
MT. CALVARY PENTECOST CHURCH

BY: Paul M. Ziehler  
Date: 06-05-06

Approved as to form this 6 day  
of June, 2006.

Scott Ford  
City Attorney

C/Encrprimajor-Mt. Calvary