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City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2006-0249	Resolution	In Committee
Resolution Granting a Privilege for Encroachment (Major) to West Allis Senior Living LLC for property located at 7400 West Greenfield Avenue (West Park Place).		
Introduced: 9/19/2006		Controlling Body: Public Works Committee

COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>9-19-06</u>			Barczak				
			Czaplewski				
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic				
			Narloek	✓			
	✓		Reinke				
		✓	Sengstock	✓			
			Vitale	✓			
			Weigel				
			TOTAL	5	-	-	-

SIGNATURE OF COMMITTEE MEMBER

[Signature] _____
 Chair Vice-Chair Member

COMMON COUNCIL ACTION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>SEP 19 2006</u>			Barczak				✓
			Czaplewski	✓			
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic	✓			
	✓		Narloek	✓			
		✓	Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	9			1



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2006-0249

Final Action:

SEP 19 2006

Resolution Granting a Privilege for Encroachment (Major) to West Allis Senior Living LLC for property located at 7400 West Greenfield Avenue (West Park Place).

WHEREAS, West Allis Senior Living LLC, owners of West Park Place, have applied for a certain Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way consisting of the installation of a vestibule located at 7400 West Greenfield Avenue, West Allis, WI (the "Privilege"); and,

WHEREAS, this Privilege provides only for the installation of the vestibule and that any additional improvements on said area must require prior approval of the Board of Public Works.

NOW, THEREFORE, BE IT RESOLVED that the City of West Allis grants to West Allis Senior Living LLC the Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way consisting of the installation of a vestibule located at 7400 West Greenfield Avenue subject to the terms and conditions set forth in the attached Privilege for Encroachment.

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-West Allis Senior Living LLC

ADOPTED

SEP 19 2006

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

APPROVED

September 21 2006

Jeannette Bell, Mayor

PRIVILEGE FOR ENCROACHMENT
Major

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

West Allis Senior Living LLC (d/b/a West Park Place), owner(s) of property located at 7400 West Greenfield 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 the installation of a vestibule on that portion of the right-of-way on South 74th Street adjoining Lot 24, 25 and 26 of Otjen Pullen and Shenner's Subdivision, Block 9, being a subdivision of Southwest ¼ of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of said Lot 24; thence Easterly, 5.00 feet along North right-of-way line of West Greenfield Avenue to the Point of Beginning; thence Northerly, 178.00 feet along West right-of-way line of said South 74th Street; thence Westerly, 1.00 feet; thence Southerly, 178.00 feet parallel with said right-of-way line; thence Westerly, 1.00 feet, to the Point of Beginning of this description. Tax Key No. 440-0415-001.

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. Grantee(s) 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. No part of the vestibule shall extend over the sidewalk area and no part of the vestibule shall extend farther than one foot over the public right-of-way of South 74th Street.

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

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

8. 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.

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

10. 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.

11. 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 ____ day of _____, 20__.

CITY OF WEST ALLIS

BY: _____
Jeannette Bell, Mayor

BY: _____
Paul M. Ziehler
CAO, City Clerk/Treasurer

ACCEPTED BY:
WEST ALLIS SENIOR LIVING LLC

BY: _____

Date: _____

BY: _____

Date: _____

Approved as to form this ____ day
of _____, 20__.

City Attorney

C/Encprimajor-WA Senior Living LLC

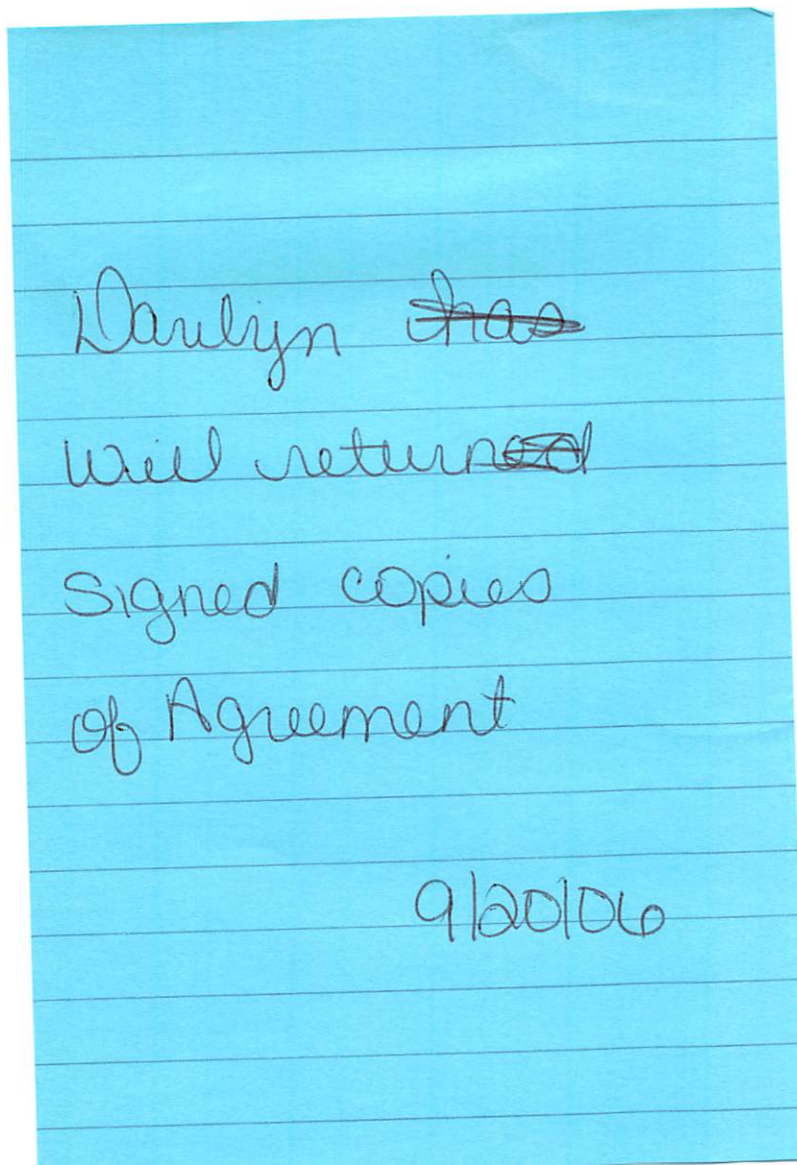
Janel Lemanske

From: Margaret Jutz
Sent: Monday, August 05, 2013 11:33 AM
To: Janel Lemanske
Subject: R-2006-0249 West Park Place
Attachments: img-130805163855-0001.pdf

I have attached the documents you should need for 7400 W. Greenfield. As an explanation, you probably don't have the final resolution because it was never completed. According to the file, this started out as a major encroachment which requires a resolution. They ended up changing it to a minor, which remains in place today. As you can see from the documents and notes, Darilyn did not get the privilege signed. I don't know if the resolution should have been withdrawn or if something else had to be done with it. If you want, I can find out and pursue the follow up to keep the council resolutions accurate. Otherwise, the attached documents should explain it all. Let me know if you have any further questions.

Margaret

From: Atty_ColorCopier@ci.west-allis.wi.us [mailto:Atty_ColorCopier@ci.west-allis.wi.us]
Sent: Monday, August 05, 2013 11:26 AM
To: Margaret Jutz
Subject: Scan Data from [XR0000AAA2CD75]



Darilyn ~~has~~
will ~~return~~
Signed copies
of Agreement

9/20/06