

32a.



# City of West Allis Matter Summary

7525 W. Greenfield Ave  
West Allis, WI 53214

File Number	Title	Status
R-2010-0259	Resolution	Introduced
Resolution Granting a Privilege for Encroachment(Major) to Richard A. Krueger and Diane M. Krueger (d/b/a Dicken's Grille) for property located at 9646 West Greenfield Avenue.		
Introduced: 11/16/2010		Controlling Body: Public Works Committee
Sponsor(s): Public Works Committee		

### ADOPT

#### COMMITTEE RECOMMENDATION

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>11/16/2010</u>			Barczak		✓		
		✓	Czaplewski	✓			
			Kopplin				
			Lajsic				
			Narlock				
			Reinke				
			Roadt		✓		
		✓	Sengstock		✓		
			Vitale				
		Weigel		✓			
TOTAL							

#### SIGNATURE OF COMMITTEE MEMBER

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

#### COMMON COUNCIL ACTION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>11-16-10</u>	✓		Barczak		✓		
			Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
		✓	Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
		Weigel	✓				
TOTAL				9	1		



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2010-0259**

**Final Action:**

**Sponsor(s):** Public Works Committee

**NOV 16 2010**

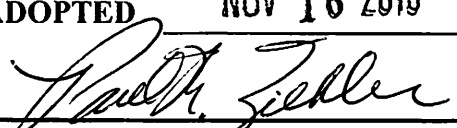
Resolution Granting a Privilege for Encroachment (Major) to Richard A. Krueger and Diane M. Krueger (d/b/a Dicken's Grille) for property located at 9646 West Greenfield Avenue.


WHEREAS, Richard A. Krueger and Diane M. Krueger (d/b/a Dicken's Grille) requests from the City of West Allis a certain Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way to place part of a concrete deck with wood rails for outdoor dining into the right-of-way of S. 97th Street on said property located at 9646 West Greenfield Avenue, in the City of West Allis, WI (the "Privilege").

NOW, THEREFORE, BE IT RESOLVED that the City of West Allis grants to Richard A. Krueger and Diane M. Krueger (d/b/a Dicken's Grille) the Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way to place part of a concrete deck with wood rails for outdoor dining into the right-of-way of S. 97th Street on said property located at 9646 West Greenfield Avenue, in the City of West Allis, WI.

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.

ADOPTED NOV 16 2010  
  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 11/19/10  
  
Dan Devine, Mayor

**PRIVILEGE FOR ENCROACHMENT  
(MAJOR)**

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

Richard A. and Diane M. Krueger (d/b/a Dicken's Grille), owner(s) of property located at 9646 West Greenfield Avenue, West Allis, hereinafter "Grantee(s)", desire to maintain an encroachment extending beyond the lot line and on the City's right-of-way to place part of a concrete deck with wood rails for outdoor dining into the right-of-way of W. Greenfield Avenue and S. 97th Street adjoining Lot 19 of Assessment Subdivision No. 69, Block 5, being a subdivision of the Southeast ¼ of Section 32, 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 Northwest corner of said Lot 19; thence Southerly, 12.50 feet along the East right-of-way line of South 97<sup>th</sup> Street to the Point of Beginning; thence Westerly, 1.50 feet; thence Southerly, 14.67 feet, parallel with the East right-of-way line; thence Easterly, 1.50 feet to the said east line; thence Northerly, 14.67 feet, along said East line to the Point of Beginning.

Also, commencing at the Northwest corner of said Lot 19; thence Southerly, 57.75 feet along East right-of-way line of South 97<sup>th</sup> Street, to the Point of Beginning; thence Westerly, 4.00 feet; thence Southerly, 16.83 feet, parallel with said East right-of-way line; thence Southeasterly, 2.58 feet; thence Southerly, 10.75 feet, parallel with said East right-of-way line; thence Easterly, 2.25 feet, to the East right-of-way line of South 97<sup>th</sup> Street; thence Northerly, 32.00 feet, along said East right-of way line to the Point of Beginning of this description.

Also, commencing at the Southeast corner of said Lot 19; thence Westerly, 9.00 feet along the North right-of-way line of West Greenfield Avenue to the Point of Beginning; thence Southerly 2.00 feet; thence Westerly, 9.50 feet, parallel with said North right-of-way line; thence Northerly, 2.00 feet, to the North right-of-way line of West Greenfield Avenue; thence Easterly, 9.50 feet, along said North line to the Point of Beginning. Tax Key No. 443-0267-000.

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 Board of Public Works 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. The City will not be responsible for snow and ice that is plowed onto the sidewalk or projecting deck.

6. Grantee(s) shall keep the sidewalk and sidewalk area underneath and adjacent to the projecting deck and clear of snow and ice.

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

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

9. The support poles must be made of aluminum, galvanized steel or other rust resistant metal of sufficient strength to support snow loads. The projecting awning must also be of sufficient strength to support snow loads. The projecting awning and support poles shall be installed per the manufacturer's specifications. The Grantee(s) shall provide a plan showing the location and attachment to the public sidewalk on the support poles. The City Engineer shall approve this plan.

10. The front of the projecting awning can not be closer than two (2) feet to the face of the curb per Section 13.21(17)(c)1 of the Revised Municipal Code of the City of West Allis. A clear sidewalk path of at least five (5) feet wide and eight (8) feet high, free of any public or private obstructions, between any of the Grantee(s) structures and the back of the curb & gutter, shall be maintained at all times. The intent is to provide a suitable path for pedestrians to walk or travel along the public sidewalk. The City Engineer shall approve the plan that complies with this condition.

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

12. Any modification in the above-described encroachment shall require approval of the Board of Public Works of the City of West Allis.

13. 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.

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

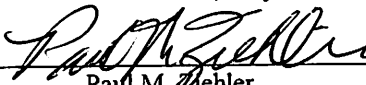
15. This privilege shall be in force and have effect only upon payment of the required fee and filing of the Certificate of Insurance and Performance Bond referred to above. This privilege shall cease upon the lapse or cancellation of the said insurance coverage. New application and new payment shall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

16. 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, Wisconsin, this 24<sup>th</sup> day of November, 2010.

CITY OF WEST ALLIS

BY:   
Dan Devine, Mayor

BY:   
Paul M. Zehler  
CAO, City Clerk/Treasurer

ACCEPTED BY:  
DICKEN'S GRILLE

By: \_\_\_\_\_  
Richard A. Krueger, owner

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Diane M. Krueger, owner

Date: \_\_\_\_\_

Approved as to form this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Attorney

**PRIVILEGE FOR ENCROACHMENT  
(MAJOR)**

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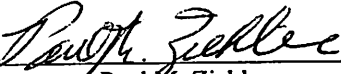
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Dated at West Allis, Wisconsin, this 24<sup>th</sup> day of November, 2010.

CITY OF WEST ALLIS

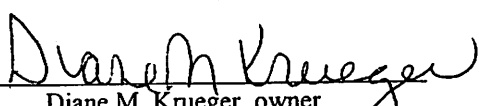
BY:   
Dan Devine, Mayor

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

ACCEPTED BY:  
DICKEN'S GRILLE


By:   
Richard A. Krueger, owner

Date: 12-1-10

By:   
Diane M. Krueger, owner

Date: 12-1-10

Approved as to form this 30 day  
of Nov., 2010.

  
City Attorney