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City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2003-0142	Resolution	In Committee
Resolution Granting a Privilege for Encroachment (Major) to New Owner Phoenix Restaurant, Inc. (d/b/a Mykonos on Greenfield) for property located at 8201 West Greenfield Avenue.		
Introduced: 5/6/2003		
Controlling Body: Public Works Committee		

COMMITTEE RECOMMENDATION Approve-adopt

MOVER: Sengstock AYES 5 NOES 0

SECONDER: Trudell EXCUSED _____

COMMITTEE ACTION DATE 5-6-03

SIGNATURES OF COMMITTEE MEMBERS

Rick Stahl _____
Chair Vice-Chair

COMMON COUNCIL ACTION adopted

FINAL ACTION DATE MAY 06 2003

MOVER:
Narlock

SECONDER:
Sengstock

	AYE	NO
1. Barczak	✓	_____
2. Czaplewski	✓	_____
3. Kopplin	✓	_____
4. Lajsic	✓	_____
Murphy		_____
6. Narlock	✓	_____
7. Reinke	✓	_____
8. Sengstock	✓	_____
9. Trudell	✓	_____
10. Vitale	✓	_____
TOTAL	<u>9</u>	_____

Q: Davidge Adams
Eng. Dept.
Public Works



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2003-0142

Final Action:
5-6-03

Resolution Granting a Privilege for Encroachment (Major) to New Owner Phoenix Restaurant, Inc. (d/b/a Mykonos on Greenfield) for property located at 8201 West Greenfield Avenue.

BE IT RESOLVED that the City of West Allis grants to Phoenix Restaurant, Inc. (d/b/a Mykonos on Greenfield) a certain Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way, said Privilege consisting of a roof overhang along the entire ninety-five (95) foot West Greenfield frontage of the building (Major), said property identified as 8201 West Greenfield Avenue, be and the same is hereby approved.

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 Acting City 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-Phoenix Restaurant

ADOPTED

5/6/03

Paul M. Ziehler

Paul M. Ziehler, Acting City Clerk/Treasurer

APPROVED

May 12, 2003

Jeannette Bell

Jeannette Bell, Mayor

PRIVILEGE FOR ENCROACHMENT
Major

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

Phoenix Restaurant Inc. (d/b/a Mykonos on Greenfield), owner(s) of property located at 8201 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, per Plan Commission's approval dated April 24, 1996, consisting of a roof overhang along the entire ninety-five foot West Greenfield Avenue frontage of the building on that portion of the right-of-way of West Greenfield Avenue adjoining Lot 1, Block 1, Henderson Park Subdivision, and vacated Honey Creek, all being a part of the Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Section 4, 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 the Northeast corner of said Lot 1; thence due West along the South line of West Greenfield Avenue, 176.65 feet to the Northeast corner of Lot 4, Block 3, Assessors Plat No. 257; thence due North and perpendicular to said South line, 4.50 feet; thence due East and parallel with said South line, 176.65 feet; thence due South and perpendicular to said South line, 4.50 feet to the point of beginning. Tax Key No. 452-0344-000.

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.

4-22-03


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 landscape encroachment shall be constructed and maintained as set forth in the site plan approved April 24, 1996, by the City Plan Commission.

6. No part of the roof overhang shall extend over the sidewalk below a height of nine feet nine inches (9'9") and no part of the roof overhang shall extend farther than three feet nine inches (3'9") over the public right-of-way of West Greenfield Avenue. The roof overhang shall be pitched to the present roof to prevent drainage onto the West Greenfield Avenue sidewalk, thereby causing a pedestrian hazard.

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 landscaping and roof overhang 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 Cash 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 12 day of May, 2003.

IN PRESENCE OF:

CITY OF WEST ALLIS

BY: Hermine Couturier

BY: Jeannette Bell
Jeannette Bell, Mayor

BY: Hermine Couturier

BY: Paul M. Ziehler
Paul M. Ziehler
Acting City Clerk/Treasurer

(SIGNATURES CONTINUED ON NEXT PAGE)


IN PRESENCE OF:

Sheryl Kuhary

ACCEPTED BY:
PHOENIX RESTAURANT INC.
(d/b/a Mykonos on Greenfield)

By: 
Sotirios Tourloukis, President

Date: 4-8-03

Approved as to form this 30 day
of April, 2003.

City Attorney

C/Encrprimajor-Mykonos