



City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2010-0085 Resolution Introduced

Resolution Granting a Privilege for Encroachment (Major) to New Owner Parops LLC for property located at 7127-29 West National Avenue.

Introduced: 3/16/2010

Controlling Body: Public Works Committee

Sponsor(s): Public Works Committee

COMMITTEE RECOMMENDATION Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>3/16/2010</u>			Barczak	✓			
			Czaplewski	✓			
			Kopplin				
			Lajsic				
			Narlock				
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
	✓		Vitale				
			Weigel	✓			
			TOTAL	5			

SIGNATURE OF COMMITTEE MEMBER

[Handwritten Signature]

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION **ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>MAR 16 2010</u>	✓		Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	10			



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2010-0085

Final Action:

Sponsor(s): Public Works Committee

MAR 16 2010

Resolution Granting a Privilege for Encroachment (Major) to New Owner Parops LLC for property located at 7127-29 West National Avenue.

WHEREAS, by Resolution No. 24843, adopted November 21st, 1995, the City of West Allis granted to Gregory J. and Jane H. Kaiser a certain Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way consisting of a sign and mansard roof extending and encroaching over the public sidewalk the full width of said building along West National Avenue located at 7127-29 West National Avenue, in the City of West Allis, WI (the "Privilege"); and,

WHEREAS, the property has now changed ownership to Parops LLC (d/b/a Night Court), who desires to retain the Privilege.

NOW, THEREFORE, BE IT RESOLVED that the City of West Allis grants to Parops LLC the Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way consisting of a sign and mansard roof extending and encroaching over the public sidewalk the full width of said building along West National Avenue located at 7127-29 West National 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.

ATTR-Encroachment-Parops LLC

ADOPTED

MAR 16 2010

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

APPROVED

3/23/10

Dan Devine, Mayor

**PRIVILEGE FOR ENCROACHMENT
(MAJOR)**

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

Parops LLC (d/b/a Night Court), owner(s) of property located at 7127-29 West National Avenue, West Allis, hereinafter "Grantee(s)", desire to maintain an encroachment extending beyond the lot line and on the City's right-of-way consisting of a sign and a mansard roof extending and encroaching over the public sidewalk the full width of said building on that portion of the Right-of-Way on West National Avenue adjoining Lot 7 in Gross West Allis Addition Subdivision, Block 5, being a subdivision of 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 the Northeast corner of said Lot 7 and South right-of-way line of West National Avenue; thence Southwesterly, 31.01 feet along the South right-of-way line to the Southwest corner of said Lot 7; thence Northerly, 3.10 feet; thence Northeasterly, 31.01 feet parallel with said South right-of-way line to the East line of said Lot 7, extended; thence Southerly, 3.10 feet to the Point of Beginning of this description. Tax Key No. 453-0612-000.

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. No part of the mansard roofline shall extend over the sidewalk below a height of ten feet (10'); and no part of the mansard roofline shall extend farther from the face of the building than two feet six inches (2'6") onto the public right-of-way of West National Avenue.

6. The mansard roof shall be constructed and maintained in a manner to safeguard the public and shall specifically comply with the West Allis Municipal Codes as required.

7. Plans and specifications of any construction being performed in the public right-of-way for which this privilege is granted, other than the mansard roof as provided herein, shall require submission to, and final approval of, the Board of Public Works 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 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.

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, Wisconsin, this ____ day of _____, 2010.

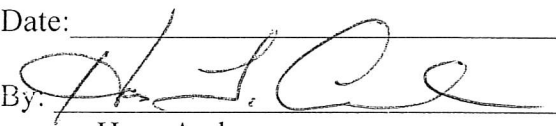
CITY OF WEST ALLIS

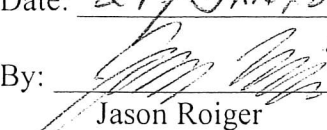
BY: _____
Dan Devine, Mayor

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

ACCEPTED BY: PAROPS LLC


By: 
Shane Parker

Date: _____
By: 
Hans Anderson

Date: 24 / JAN, 2010
By: 
Jason Roiger

Date: 1/24/10

Approved as to form this 8 day
of January, 2010.



City Attorney

C/Encroachment/Encrmajor-Parops LLC

**PRIVILEGE FOR ENCROACHMENT
(MAJOR)**

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

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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.

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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, Wisconsin, this 23 day of March, 2010.

CITY OF WEST ALLIS

BY: Dan Devine
Dan Devine, Mayor

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

ACCEPTED BY: PAROPS LLC

By: Shane Parker
Shane Parker

Date: _____

By: Hans Anderson
Hans Anderson

Date: 24 JAN, 10

By: Jason Roiger
Jason Roiger

Date: 1/29/10

Approved as to form this 8 day
of March, 2010.

[Signature]
City Attorney

C/Encroachment/Encrmajor-Parops LLC