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# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
R-2012-0144	Resolution	Introduced
	Resolution relative to adopting a policy on Graffiti and Graffiti Abatement Program.	
	Introduced: 8/7/2012	Controlling Body: Administration & Finance Committee
		Sponsor(s): Administration & Finance Committee

### COMMITTEE RECOMMENDATION

*Adopt*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
AUG - 7 2012			Barczak				
			Czaplewski				
		✓	Lajsic	✓			
			May	✓			
			Probst	✓			
			Reinke				
			Roadt				
			Sengstock	✓			
			Vitale	✓			
		Weigel					
		TOTAL		5	0		

### SIGNATURE OF COMMITTEE MEMBER

*[Signature]*

Chair

Vice-Chair

Member

### COMMON COUNCIL ACTION **ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
AUG - 7 2012			Barczak	✓			
			Czaplewski	✓			
			Lajsic	✓			
			May	✓			
			Probst	✓			
			Reinke	✓			
			Roadt	✓			
		✓		Sengstock	✓		
			✓	Vitale	✓		
			Weigel	✓			
		TOTAL		10			



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2012-0144**

**Final Action:**

**Sponsor(s):** Administration & Finance Committee

**AUG - 7 2012**

Resolution relative to adopting a policy on Graffiti and Graffiti Abatement Program.

WHEREAS, pursuant to Section 18.08(2) of the City of West Allis Revised Municipal Code , graffiti has been declared a public nuisance in the City of West Allis as it affects the public health, safety, and general welfare of the community; and,

WHEREAS, graffiti removal was originally a responsibility of the Department of Public Works-Building & Electrical Services Division, Building & Sign Section; and

WHEREAS, responsibility for graffiti removal and the graffiti abatement program was transferred to the West Allis Police Department; and

WHEREAS, the West Allis Police Department Directive 45.008 provides the procedures for the Graffiti & Graffiti Abatement Program, and it is necessary to also include this policy in the City of West Allis Policies & Procedures Manual; and


WHEREAS, it is appropriate that the City specify guidelines in this regard.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached policy be approved for inclusion in the City's Polices & Procedures Manual.

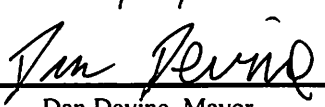
BE IT FURTHER RESOLVED that copies of said policy be distributed to all departments and divisions.

ADM\ORDRES\ADMR423

**ADOPTED**                     AUG - 7 2012                    

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

**APPROVED**                     8/15/12                    

  
Dan Devine, Mayor

1.0 PURPOSE:

The purpose of this directive is to provide guidelines for the reporting of graffiti and the implementation and delivery of the graffiti abatement program.

2.0 ORGANIZATIONS AFFECTED:

This policy shall apply to all department personnel.

3.0 POLICY:

Pursuant to WAMC Sec. 18.08(2), the Common Council has declared graffiti a public nuisance as it affects the public health, safety and general welfare of the community. Due to this declaration, it is a violation of City ordinance to allow graffiti to remain on property when said graffiti is visible from the street or other public property or private property. See WAMC Sec. 18.08(3). It is the goal of the Department to have graffiti removed from property within 48-72 hours of the graffiti being reported.

4.0 REFERENCES:

Section 18.08(2) and (3) of the City of West Allis Revised Municipal Code.

5.0 DEFINITIONS:

**Graffiti** – means any inscription, word, figure or design marked, scratched, etched, drawn or painted with spray paint, liquid paint, ink, chalk, dye or other similar substance on buildings, construction sites, fences, structures, equipment and similar places without the express permission of the owner or operator of the property.

**Graffiti Abatement Specialist** - a person contracted by the Department with knowledge in the removal and covering over of graffiti in a competent manner.

6.0 PROCEDURES:

6.1 Graffiti Reporting.

A Case number should be generated in the Phoenix system whenever graffiti is reported. This includes cases where a private property victim is involved, there is a large amount of damage or an arrest has been made. An incident report shall be completed and a photograph shall be taken of the damage and attached to the report. The report will then be forwarded to a Detective in the Criminal Investigation Bureau who is responsible for keeping a graffiti logbook. An Incident report shall also be created when the City is the owner of the damaged property, the damage amount is small or the incident appears to be isolated (i.e., a

single light pole or stop sign). The officer shall take photographs of the damage and forward the photographs to the Forensic and Technical Services Bureau.

A commanding officer retains the discretion to require an officer to create an Incident report on any graffiti case.

6.2 Graffiti Abatement Program.

It is the goal of the Department to have graffiti removed from property within 48-72 hours of the graffiti being reported.

6.3 Free Graffiti Abatement Clean Up Kits.

The Department has partnered with the Home Depot Store in the City to provide graffiti removal kits. These kits are available to officers and victims of graffiti crime. The graffiti removal kit consists of a 5 gallon bucket, two separate graffiti spray removers, rags, gloves, razor blades and other materials to assist in the clean-up process.

The graffiti removal kits have been made available to Department members to assist in the clean up of graffiti in the City. Officers may attempt to remove graffiti on public property and private property, with permission from the property owner, utilizing the graffiti removal kits. Also, the graffiti removal kit is available to victims of graffiti. In order to obtain a kit, the victim must report the graffiti complaint to the Department and a report number must be generated by the investigating officer. Once the report is generated, the victim may call the Crime Prevention Coordinator. The Crime Prevention Coordinator will provide the appropriate paperwork and instructions to the victim. The victim may then go to the West Allis Home Depot and receive a free graffiti removal kit.

6.4 Department Removal of Graffiti.

In order to achieve the Department's goal of removing graffiti within 48-72 hours of the report, the Department may and will assist in the removal of graffiti. Throughout each week, the Crime Prevention Coordinator shall review all graffiti reports and determine if the Department's Graffiti Abatement Specialist could be used to assist in the clean-up process. The Crime Prevention Coordinator shall maintain a list of incidents to be reviewed by the Graffiti Abatement Specialist and shall forward the list to the Specialist throughout the week. At the end of a shift worked by the Graffiti Abatement Specialist, he or she will return the list after noting the action he or she took at the graffiti site. The Graffiti Abatement Specialist shall prioritize the incidents based on the type and size of the graffiti (for example, graffiti including race related or other types of sensitive artwork will be given priority). If the Graffiti Abatement Specialist is unable to contact a resident or business owner or if the property owner does not want the assistance of the Graffiti Abatement Specialist, the Crime Prevention Coordinator will send a letter to the property owner informing them of the need to remove the graffiti within the next 72 hours. The letter will notify and remind the property owner of the services provided by the Department's Graffiti Abatement Specialist.

In the event the property owner does not remove the graffiti or request the assistance of the Department's Graffiti Abatement Specialist, an Order to Abate Graffiti will be mailed and posted on the property by members of the Crime Prevention Unit. This order will notify the property owner of the need to remove the graffiti within 20 days pursuant to WAMC 18.08. Also, this order contains procedures for the property owner to contest the order. If the owner does not act on the order, the Department will remove the graffiti and the property owner will be assessed the cost of the abatement as a special charge against the property. See Attachment A.

As part of the Department's graffiti abatement plan, the Department will assist property owners with removal of graffiti and conduct City wide cleanups of graffiti on public property. In order to achieve this goal, the Department will utilize the graffiti abatement specialist and volunteers. The Graffiti Abatement Specialist and volunteers may utilize the graffiti abatement trailer (consisting of pressure washer, graffiti removal chemicals, paint etc.) in order to remove the graffiti.

A property owner wishing to utilize the services of the Graffiti Abatement Specialist must sign a release of liability waiver. See Attachment B. This provides employees and contractors of the City access to said property and releases the City from liability. In addition, volunteers participating in graffiti clean up effort must sign a volunteer release. See Attachment C.

**ATTACHMENT A**

**ORDER TO ABATE GRAFFITI**

Address of Graffiti

Dear Name of property owner:

West Allis Revised Municipal Ordinance 18.08 prohibits any owner or operator of any real property within the City from maintaining or allowing any graffiti to remain upon any building, construction site, fence, structure, dumpster/trash receptacle, or equipment located on such property when the graffiti is visible from the street or other public or private property. You are receiving this order to abate the graffiti located on the Description of graffiti at location of graffiti (address).

The graffiti **MUST** be abated within 20 days of the date of this order or a city worker or private contractor will enter your property and abate it on your behalf. The cost of graffiti abatement will be collected as a special charge against the property, pursuant to Wis. Stat. 66.0627. A property will be deemed abated when the graffiti has been obliterated by primer paint, sandblasting, water blasting, chemical solvents, or other means that serve to obliterate the graffiti. Primer paint shall closely match the background color or colors of the object being painted.

If you wish to contest this order, you must file a written petition for a hearing to the Property Maintenance Code Appeals Board with the City Clerk within 20 days of the order. Failure to file a petition during the 20-day period constitutes a waiver of the right to assert that the graffiti did not meet the criteria for removal.

Very truly yours,

Name  
Title

**ATTACHMENT B**

**RELEASE AND HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_, have agreed to allow employees and contractors of the City of West Allis access onto my property located at \_\_\_\_\_, West Allis, WI (hereinafter the "Premises"), for the purpose of using a self-contained pressure washer unit and related paint removal equipment to remove graffiti from any buildings, construction sites, fences, equipment, or structures on my property as part of a citywide graffiti removal program. The graffiti removal program, as outlined in West Allis Revised Municipal Code Ordinance 18.08, is designed to assist residents in maintaining property values, decreasing crime, and upgrading the community.

In consideration of allowing City of West Allis employees access to the Premises for the purpose heretofore stated, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, I release, forever discharge and hereby hold harmless the City of West Allis, Wisconsin, a municipal corporation, its departments, commissions, officials, agents and employees, his, her, its or their successors and assigns and all other persons, firms or corporations who are or might be liable ("Released Parties") from any and all claims, demands, damages, costs, actions and causes of actions of whatever kind or nature which I may now have or may hereafter have, on account of, or in any way growing out of, any and all known and unknown bodily injuries, personal injuries and property damage, whether developed or undeveloped, resulting from or arising out of allowing the City of West Allis employees access and entry to the premises as described above.

This Release extends to any and all claims I have or may have against the Released Parties, even if such claims result from strict liability or negligence on the part of any or all of the Released Parties.

**I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE "RELEASED PARTIES" FOR ANY INJURY RESULTING TO MYSELF, MY PROPERTY, OR TO ANY THIRD PARTY ON THE PREMISES ARISING FROM, OR IN CONNECTION WITH THE ALLOWANCE OF THE CITY OF WEST ALLIS EMPLOYEES ACCESS AND ENTRY TO THE PREMISES AS OUTLINED HEREIN.**

However, I do not release any Released Parties from any intentional or reckless misconduct on a Released Parties' part.

**BY SIGNING THIS RELEASE, I CERTIFY THAT I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND AM NOT RELYING ON STATEMENTS OF ANY ONE RELEASED THEREBY. I FURTHER ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS AND NEGOTIATE THE TERMS OF THIS RELEASE WITH THE WEST ALLIS CITY ATTORNEY AND SPECIFICALLY WAIVE SUCH OPPORTUNITY.**

**THIS IS A RELEASE (PLEASE READ BEFORE SIGNING).**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
(Print Name) Phone Number

\_\_\_\_\_  
Street Address City State Zip Code

\_\_\_\_\_  
In the Presence of: (officer's name)

ATTACHMENT C

VOLUNTEER RELEASE

I, the undersigned (on my own behalf and on behalf of my heirs, personal representatives, successors and assigns), for and in consideration to engage in volunteering my services to the City of West Allis for purposes of graffiti removal from and around railroad property throughout the City, I hereby acknowledge, release, forever discharge and hereby hold harmless the City of West Allis, Wisconsin, a Municipal Corporation, its Departments, Offices, Commissions, Officials, Agents and Employees, his, her, its or their successors and assigns and all other persons, firms or corporations who are or might be liable ("Released Parties") from any and all claims, demands, damages, costs, actions and causes of action of whatever kind or nature which I may now have or may hereafter have, on account of, or in any way growing out of any and all known and unknown bodily injuries, personal injuries and property damage, whether developed or undeveloped, resulting from or arising out of, my participation in such graffiti removal, including, but not limited to, injuries due to being on or about the railroad tracks, being struck by a train or other equipment on the tracks, falling, slipping, tripping, being hit (directly or indirectly) by a motor vehicle, being hit with high-pressure water and/or the resultant debris, or use of chemicals to remove graffiti.

This Release extends to any and all claims I have or may have against the Released Parties, even if such claims result from strict liability or negligence on the part of any or all of the Released Parties. **I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE "RELEASED PARTIES" FOR ANY INJURY OR DAMAGE TO MYSELF IN CONNECTION WITH MY PARTICIPATION IN THE GRAFFITI REMOVAL PROGRAM. I FURTHER UNDERSTAND AND AGREE THAT I AM PARTICIPATING IN THE GRAFFITI REMOVAL AT MY OWN RISK.** However, I do not release any Released Party from any intentional or reckless misconduct on a Released Party's part.

I am voluntarily participating in the City of West Allis graffiti removal program and I expressly agree to assume the entire risk for my participation in the program. This release is valid once signed by myself and remains in full force and effect until rescinded by myself in writing.

BY SIGNING THIS RELEASE, I CERTIFY THAT I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND AM NOT RELYING ON STATEMENTS OF ANYONE RELEASED THEREBY. I FURTHER ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS AND NEGOTIATE THE TERMS OF THIS RELEASE WITH THE WEST ALLIS CITY ATTORNEY AND SPECIFICALLY WAIVE SUCH OPPORTUNITY.

THIS IS A RELEASE: Signed \_\_\_\_\_ Dated \_\_\_\_\_  
(Please read before signing)

PRINT NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_