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# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2010-0184      Resolution      Introduced

Resolution Granting a Privilege for Encroachment (Major) to New Owner Six Points East LLC for property located at 6330 West Greenfield Avenue.

Introduced: 9/21/2010

Controlling Body: Public Works Committee

Sponsor(s): Public Works Committee

## COMMITTEE RECOMMENDATION

*Adopt*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>9/21/2010</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barczak	<input checked="" type="checkbox"/>			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Czaplewski	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Kopplin				
	<input type="checkbox"/>	<input type="checkbox"/>	Lajsic				
	<input type="checkbox"/>	<input type="checkbox"/>	Narlock				
	<input type="checkbox"/>	<input type="checkbox"/>	Reinke				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Roadt	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sengstock	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Vitale				
<input type="checkbox"/>	<input type="checkbox"/>	Weigel	<input checked="" type="checkbox"/>				
			TOTAL	5			

## SIGNATURE OF COMMITTEE MEMBER

*Anthony Barzant*

Chair

Vice-Chair

Member

## COMMON COUNCIL ACTION

**ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>SEP 21 2010</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barczak	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Czaplewski	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Kopplin	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Lajsic	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Narlock	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reinke	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Roadt	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Sengstock	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Vitale	<input checked="" type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	Weigel	<input checked="" type="checkbox"/>				
			TOTAL	10			



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

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**File Number: R-2010-0184**

**Final Action:**

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

SEP 21 2010

Resolution Granting a Privilege for Encroachment (Major) to New Owner Six Points East LLC for property located at 6330 West Greenfield Avenue.

WHEREAS, by Resolution No. R-2006-0267, adopted October 17th, 2006, the City of West Allis granted to West Allis Development LLC a certain Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way consisting of the installation of new awnings, balconies, boxed window arrangements, roof overhang and earth retention system (necessary foundation) encroaching on that portion of the right-of-ways on the north side of West Greenfield Avenue between South 63rd and 64th Streets, and South 64th Street and South 63rd Street between West Greenfield Avenue and north to the alley located at 6330 West Greenfield Avenue, in the City of West Allis, WI (the "Privilege"); and,

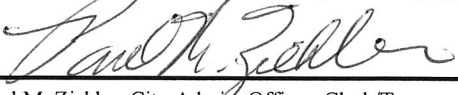
WHEREAS, a foreclosure action was filed by Equitable Bank against West Allis Development LLC and in October of 2009, Six Points East LLC, an investment group, bought the development's mortgage from Equitable Bank and now desires to retain the Privilege.


NOW, THEREFORE, BE IT RESOLVED that the City of West Allis grants to Six Points East LLC the Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way consisting of the installation of new awnings, balconies, boxed window arrangements, roof overhang and earth retention system (necessary foundation) encroaching on that portion of the right-of-ways on the north side of West Greenfield Avenue between South 63rd and 64th Streets, and South 64th Street and South 63rd Street between West Greenfield Avenue and north to the alley located at 6330 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.

ATTR-Encroachment-Six Points East LLC

ADOPTED SEP 21 2010  
  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 9/24/10  
  
Dan Devine, Mayor

**PRIVILEGE FOR ENCROACHMENT  
(MAJOR)  
Revised**

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

Six Points East, LLC, owner(s) of property located at 6330 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 consisting of awnings, balconies, boxed window arrangements, roof overhang and earth retention system (foundation) on the following Right-of-Ways:

That portion of South 63<sup>rd</sup> Street adjoining Lot 15 in Block 5 in the re-subdivision of Soldier's Home Heights Company's Subdivision being a subdivision of the Southeast 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:

Beginning at the Southeast corner of said Lot 15; thence Northerly 117.00 feet along the West right-of-way line of South 63<sup>rd</sup> Street; thence Easterly 4.00 feet; thence Southerly 117.00 feet parallel with said West line; thence Westerly 4.00 feet to the Point of Beginning.

That portion of South 64<sup>th</sup> Street adjoining Lot 22 in Block 5 in the re-subdivision of Soldier's Home Heights Company's Subdivision being a subdivision of the Southeast 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:

Beginning at the Southwest corner of said Lot 22; thence Northerly 117.00 feet along the East right-of-way line of South 64<sup>th</sup> Street; thence Westerly 4.00 feet; thence Southerly 117.00 feet parallel with said East line; thence Easterly 4.00 feet to the Point of Beginning.

That portion on West Greenfield Avenue adjoining Lots 15 through 22 in Block 5 in the re-subdivision of Soldier's Home Heights Company's Subdivision being a subdivision of the Southeast

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:

Beginning at the Southwest corner of said Lot 22; thence Westerly 4.00 feet along the extension of the North right-of-way line of West Greenfield Avenue; thence Southerly 4.00 feet; thence Easterly 248.00 feet parallel with said North line; thence Northerly 4.00 feet; thence Westerly 244.00 feet to the Point of Beginning. Tax Key No. 439-0001-039.

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 awnings, balconies, boxed window arrangements, and roof overhang shall extend over the right-of-ways of South 63<sup>rd</sup> Street and South 64<sup>th</sup> Street; and no part of the earth retention system (foundation) shall extend farther than four feet (4') over the public right-of-ways of South 63<sup>rd</sup> Street, South 64<sup>th</sup> Street and West Greenfield Avenue.

6. The awnings, balconies, boxed window arrangements, roof overhang and earth retention system (foundation) 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-ways for which this privilege is granted, other than the awnings, balconies, boxed window arrangements, roof overhang and earth retention system (foundation) as provided herein, shall require submission to, and final approval of, the Director of Public Works/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 Ten Thousand Dollars (\$10,000.00) and a Certificate of Insurance in the amount of at least One Million Dollars (\$1,000,000.00), 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).

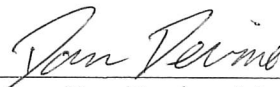
10. This privilege shall be in force and have effect only upon payment of the required fee and filing of the Certificate of Insurance and Performance Bond referred to above. This privilege

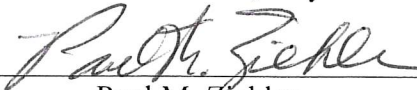
shall cease upon the lapse or cancellation of the said insurance coverage. New application and new payment shall then be required to extend grant of privilege.

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 28~~th~~ day of September, 2010.

CITY OF WEST ALLIS

BY:   
Dan Devine, Mayor

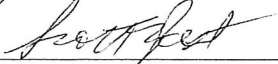
BY:   
Paul M. Ziehler  
CAO, City Clerk/Treasurer

ACCEPTED BY:  
SIX POINTS EAST, LLC

By:   
Michael Dilworth, member

Date: 9-3-10

Approved as to form this 6 day  
of Sept., 2010.

  
City Attorney