

34.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
R-2009-0089	Resolution	In Committee
	Resolution Granting a Privilege for Encroachment (Major) to New Owner Mark Holbert (d/b/a Sportz Medicine LLC) for property located at 7731 West Becher Street.	
	Introduced: 4/7/2009	Controlling Body: Public Works Committee
		Sponsor(s): Public Works Committee

### COMMITTEE RECOMMENDATION Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>4-7-09</u>			Barczak				X
		X	Czaplewski	✓			
			Kopplin				
			Lajsic				
			Narlock				
			Reinke				
			Roadt	✓			
	X		Sengstock	✓			
			Vitale				
			Weigel	✓			
			TOTAL	<u>4</u>			<u>1</u>

### SIGNATURE OF COMMITTEE MEMBER

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

### COMMON COUNCIL ACTION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>APR 07 2009</u>			Barczak				✓
			Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
		✓	Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
	✓		Weigel	✓			
			TOTAL	<u>9</u>	<u>-</u>		<u>1</u>



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2009-0089**

**Final Action:**

APR 07 2009

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

Resolution Granting a Privilege for Encroachment (Major) to New Owner Mark Holbert (d/b/a Sportz Medicine LLC) for property located at 7731 West Becher Street.

WHEREAS, by Resolution No. 26422, adopted June 6th, 2000, the City of West Allis granted to David Socolick (d/b/a Happy Davez) a certain Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way consisting of a mansard roof the full twenty-four foot width of the building and signs on said property located at 7731 West Becher Street, in the City of West Allis, WI (the "Privilege"); and,

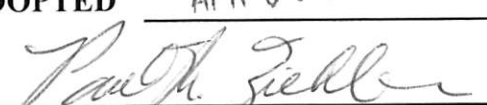
WHEREAS, the property has now changed ownership to Mark Holbert (d/b/a Sportz Medicine LLC), who desires to retain the Privilege.

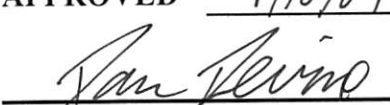
NOW, THEREFORE, BE IT RESOLVED that the City of West Allis grants to Mark Holbert (d/b/a Sportz Medicine LLC) the Privilege for Encroachment Beyond the Lot Line and Within Public Street Right-of-Way consisting of a mansard roof the full twenty-four foot width of the building and signs on said property located at 7731 West Becher Street, 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-Sportz Medicine LLC

ADOPTED APR 07 2009  
  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 4/10/09  
  
Dan Devine, Mayor

**PRIVILEGE FOR ENCROACHMENT**  
**Major**

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

Sportz Medicine LLC, owner(s) of property located at 7731 West Becher Street, West Allis, hereinafter "Grantee(s)", desires to maintain an encroachment extending beyond the lot line and within the public street right-of-way consisting of a mansard roof extending and encroaching twelve inches over the public sidewalk the full twenty-four foot width of the building and sign on that portion of the right-of-way on West Becher Street adjoining Lot 19, Block 2 in W.T. Jenkins Subdivision, in the Southeast ¼ of Section 4, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin. Tax Key No. 477-0762-000.

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. 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 roof shall extend over the sidewalk below a height of eight feet; and no part of the mansard roof shall extend farther from the face of the building than twelve inches over the public right-of-way of West Becher Street.

6. The mansard roof consisting of aluminum shingles over aluminum tubing 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-way for which this privilege is granted, other than the mansard roof and sign 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 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.

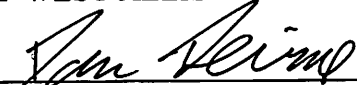
9. Grantee(s) shall pay to the City of West Allis as compensation for this privilege the sum of Fifty Dollars (\$50.00).

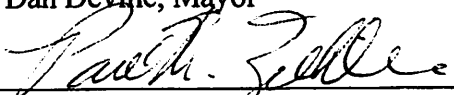
10. This privilege shall be in force and have effect only upon payment of the required fee and filing of the Certificate of Insurance and Bond referred to above. This privilege shall cease upon the lapse or cancellation of the said insurance coverage. New application and new payment shall then be required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

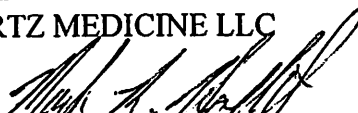
Dated at West Allis, WI, this 10<sup>th</sup> day of April, 2009.

CITY OF WEST ALLIS

BY:   
Dan Devine, Mayor

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

ACCEPTED BY:  
SPORTZ MEDICINE LLC

BY:   
Mark Holbert

Date: 3-12-09

Approved as to form this 20 day  
of March, 2009.

  
City Attorney

C/Encrprimajor-Sportz Medicine LLC