



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2008-0063	Resolution	In Committee
Resolution Granting a Privilege for Encroachment(Major) to New Owners Scott Bunker and Cheryl Stefaniak (d/b/a Bunkers, LLC) for property located at 7420 West Greenfield Avenue.		
Introduced: 3/18/2008		Controlling Body: Public Works Committee
Sponsor(s): Public Works Committee		

COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>3-18-08</u>			Barczak				
			Czaplewski				
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic				
			Narlock	✓			
			Reinke				
		✓	Sengstock	✓			
	✓		Vitale	✓			
			Weigel				
			TOTAL	<u>5</u>			

SIGNATURE OF COMMITTEE MEMBER

Paul Gault _____
 Chair Vice-Chair Member

COMMON COUNCIL ACTION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>MAR 18 2008</u>			Barczak				✓
			Czaplewski	✓			
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic	✓			
	✓		Narlock	✓			
		✓	Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL:	<u>9</u>			<u>1</u>

PRIVILEGE FOR ENCROACHMENT
Major

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

Scott Bunker and Cheryl Stefaniak (d/b/a Bunkers, LLC), owner(s) of property located at 7420 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 consisting of a mansard roof and a sign bracket on the west corner on that portion of the right-of-way of West Greenfield Avenue adjoining Lot 22 of Otjen Pullen and Shenner's Subdivision, Block 9, being a subdivision of the Southwest ¼ of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Beginning at the Southwest corner of said Lot 22; thence Easterly, 30.00 feet along the North right-of-way line of West Greenfield Avenue; thence Southerly, 4.00 feet at right angle to said right-of-way line; thence Westerly, 30.00 feet, parallel with said right-of-way line; thence Northerly, 4.00 feet, to the Point of Beginning of this description. Tax Key No. 440-0413-000.

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. The mansard roof and sign bracket shall be constructed and maintained in a manner to safeguard the public and shall specifically comply with the West Allis Municipal Code.

6. 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 bracket, as provided herein, shall require submission to, and final approval of, the City Engineer of the City of West Allis.

7. 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.

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

9. 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.

10. 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 _____ day of _____, 20____.

CITY OF WEST ALLIS

BY: Jeannette Bell
Jeannette Bell, Mayor

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

**ACCEPTED BY:
BUNKERS LLC**

By: Scott Bunker
Scott Bunker

Date: 2/07/08

By: Cheryl Stefaniak
Cheryl Stefaniak

Date: 2/07/08

Approved as to form this 7 day
of March, 2008.

Scott Bunker
City Attorney
C/Encrprimajor-Bunkers LLC