

## PROCEDURE FOR PRIVILEGE FOR ENCROACHMENT

### MAJOR ENCROACHMENT (SOMETHING AFFIXED TO THE PREMISES)

1. Submit a detailed plan and a letter explaining the type of construction.
2. A copy of the letter and plan is submitted to the Engineering and Building/Zoning Departments for their review, amendment and/or approval.
3. After the Departments have approved your request, you will receive a letter from the City's Real Estate Agent acknowledging the approval and two originals of the "Privilege for Encroachment". Kindly date and sign both originals and return them to the City's Real Estate Agent along with the required Performance Bond, Certificate of Insurance and check in the amount of \$50.00 payable to the City of West Allis. (THE PRIVILEGE FOR ENCROACHMENT WILL NOT BE IN EFFECT UNTIL ALL ARE RECEIVED!)
4. The City's Real Estate Agent will then submit the "Privilege for Encroachment" to the Common Council for approval via a resolution. A signed copy of the resolution, a fully executed "Privilege for Encroachment" and fee receipt will then be mailed to you for your file.

SAMPLE

Date

Mr./Mrs./Ms. \_\_\_\_\_  
\_\_\_\_\_ (Company)  
\_\_\_\_\_ (Street/Avenue/etc.)  
\_\_\_\_\_, WI \_\_\_\_\_ (Zip Code)

RE: Privilege for Encroachment/Major

Dear Mr./Mrs./Ms. \_\_\_\_\_:

I'm pleased to inform you that the Public Works Committee has approved your request for a "Privilege for Encroachment/Major" ("Privilege"). The Common Council of the City of West Allis must now approve the Privilege. I have enclosed two (2) originals of the "Privilege for Encroachment/Major". Please sign both originals and return them to me along with the following required items:

1. Certificate of Liability Insurance in the amount of at least \$1,000,000.00.
2. A Performance Bond in the amount of \$10,000.00 or a Cash Bond in the amount of \$1,000.00.
3. A one-time fee of \$50.00.

Once I have received all four items, your signed "Privilege" will be submitted to the Common at its next regularly scheduled meeting. Upon approval by the Common Council and execution by the proper City Officials, a fully executed original of the "Privilege" and receipt of the one-time fee will be mailed to you for your file.

If any Building Inspection permits are required, you must contact that department directly.

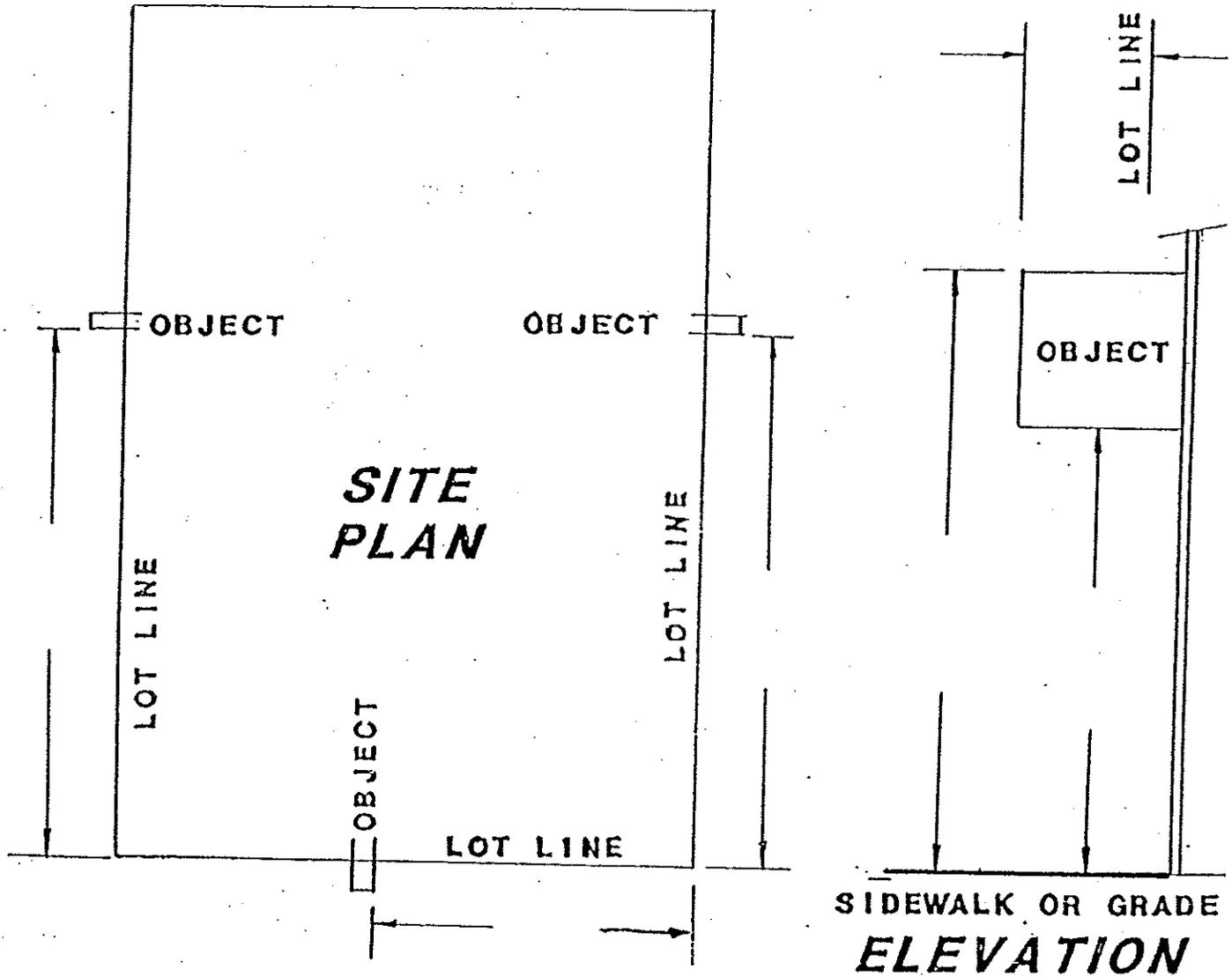
If you should have any questions regarding the above, please do not hesitate to contact me at 414-302-8451.

Sincerely,

Delbert H. Dettmann  
Real Estate Agent

DHD:da  
Enclosures  
H/Encroachment/ltr-apprvd maj encr

# RIGHT OF WAY ENCROACHMENT DIAGRAM



**ADDRESS** \_\_\_\_\_

**LOT AND BLOCK** \_\_\_\_\_

**OWNER** \_\_\_\_\_

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

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

NAME OF APPLICANT, owner(s) of property located at ADDRESS OF PROPERTY, 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 DESCRIPTION OF ENCROACHMENT on that portion of the right-of-way of PLAT PROPERTY DESCRIPTION, Milwaukee County, State of Wisconsin, more particularly described as follows:

LEGAL DESCRIPTION

to the point of beginning. Tax Key No. \_\_\_\_\_.

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 ENCROACHMENT shall extend over the ENCROACHMENT AREA; and no part of the ENCROACHMENT shall extend farther than MEASUREMENT over the public right-of-way of STREET LOCATION.

6. The ENCROACHMENT shall be constructed and maintained in a manner to safeguard the public and shall specifically comply with the West Allis Municipal Code.

7. OPTIONAL: ANY ADDITIONAL SPECIAL TERM OR CONDITION.  
(i.e. SPECIFIC TYPE OF CONSTRUCTION OR MATERIAL)

8. Plans and specifications of any repair/alterations being performed in the public right-of-way for which this privilege is granted, other than the ENCROACHMENT as provided herein, shall require submission to, and final approval of, the City Engineer of the City of West Allis.

9. It is understood that Grantee(s), their heirs, successors and assigns, shall file a Performance 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 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.

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

11. 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.

12. 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: \_\_\_\_\_  
Dan Devine, Mayor

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

ACCEPTED BY:  
(APPLICANT/COMPANY NAME)

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Attorney

C/Encrprimajor-Form

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That I, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of West Allis, Wisconsin, in the sum of Ten Thousand and NO/100 Dollars (\$10,000.00), good and lawful money of the United States of America to be paid to the City for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally by these presents.

**WHEREAS**, The Principal has been granted a Privilege for Obstruction Beyond Lot Line and Within a Public Sidewalk, pursuant to Sec. 66.0425, Wisconsin Statutes, which said Privilege was approved by Common Council Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_.

**NOW, THEREFORE**, The condition of this obligation is such that if the Principal shall duly and faithfully perform and meet all the terms and conditions of the said Privilege and the said Sec. 66.0425, Wisconsin Statutes, then this Bond shall be void, otherwise of full force and effect and if Principal fails to perform as set forth herein, then the Surety shall, within thirty (30) days of demand, either correct the defect or pay to the City of West Allis the sum of Ten Thousand and NO/100 Dollars (\$10,000.00). Principal hereby grants 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 deducted from the bond.

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:**

\_\_\_\_\_

By: \_\_\_\_\_

**SURETY:**

\_\_\_\_\_

By: \_\_\_\_\_

(Note: Power of Attorney of Individual signing for insurance company must be attached.)

Approved as to form and execution  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Attorney  
C/Encroachment/Performance Bond

COFC

NAME AND ADDRESS OF AGENCY

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A

Mutual Ins. Co.

SAMPLE

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

NAME AND ADDRESS OF INSURED

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	<b>GENERAL LIABILITY</b>	Binder # 87008 C		BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE			PERSONAL INJURY		\$ 1,000
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY					
	<b>AUTOMOBILE LIABILITY</b>					
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> OWNED			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> HIRED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> NON-OWNED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<b>EXCESS LIABILITY</b>					
	<input type="checkbox"/> UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	<b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>			STATUTORY		
	<b>OTHER</b>				\$	(EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

The following certificateholder is listed as an additional insured with regards to encroachment ( ) for premises located: West Allis, WI

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, this agency, or its representatives.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Attn: Sharon R. Lesak  
City of West Allis  
7525 W. Greenfield Ave.  
West Allis, WI 53214

DATE ISSUED \_\_\_\_\_, 1987

AUTHORIZED REPRESENTATIVE