

## PROCEDURE FOR A GRANT OF PRIVILEGE

### MINOR ENCROACHMENT (AN OBJECT DETACHABLE OR REMOVABLE)

#### APPLICANT SHOULD SUBMIT:

1. A detailed right-of-way encroachment diagram (sample attached).
2. A detailed letter explaining the location, the above diagram, being specific as to the type of construction, or landscaping, or other encroachment. (sample attached) **\*PLEASE NOTE THE REQUEST BELOW ON BEING VERY SPECIFIC IN YOUR LETTER AND PLAN.**
3. Check or money order in the amount of twenty-five dollars (\$25.00) made payable to the City of West Allis.
4. Certificate of Liability Insurance in an amount of at least three hundred thousand dollars (\$300,000) AND ENDORSEMENTS that the City is additional insured and provide a ten (10) day written notice to the City in the event of any material change or cancellation of insurance. (See item 6 of the attached sample encroachment, certificate and endorsements.)
5. A performance bond or a cash bond in the amount of at least two thousand dollars (\$2,000). (See item 6 of the encroachment sample attached and sample bond forms.)

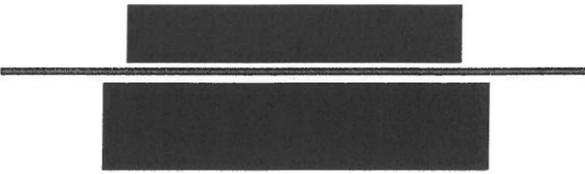
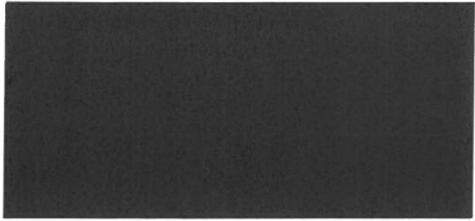
#### CITY WILL PROCESS APPLICANT'S LETTER AND DETAILED DIAGRAM AS FOLLOWS:

1. A copy of the plan is submitted to the Building Inspection & Neighborhood Services and Engineering Departments for their review, amendment and/or approval, and the legal description.
2. After the Building Inspection & Neighborhood Services and Engineering Departments have approved your application, you will receive a letter from the City Attorney's Office acknowledging approval and two copies of a "Privilege for Encroachment for Obstruction Beyond the Lot Line and Within a Public Right-of-Way". Kindly date and sign both copies and return them to the City Attorney's Office. The City Attorney will review and approve the Privilege, the Certificate of Liability Insurance, and the Bond. (THE ENCROACHMENT WILL NOT BE IN EFFECT UNTIL ALL REQUIREMENTS ARE RECEIVED!) Both copies of the Privilege will be signed by the City Engineer and a copy sent to you for your records.

\*Please be very specific in both your letter and plan explaining: Sizes, types of materials (even type of fasteners used for attaching signs and awnings, etc.) and heights. Also, please note on your diagram YOUR LOT LINE and the measurement in feet and inches of the encroachment into the City's right-of-way. If you are installing a fence/retaining wall, it must be at least six (6) inches from the sidewalk.

#### CONTACT INFORMATION:

City Attorney's Office  
Margaret M. Jutz  
7525 West Greenfield Avenue  
West Allis, WI 53214  
414-302-8445  
414-302-8444 (fax)  
mjutz@westalliswi.gov  
Office Hours: Monday-Friday, 8:00 am to 2:00 pm



RECEIVED  
AUG 11 2016  
WEST ALLIS  
CITY ATTORNEY

Wednesday August 11, 2016

Board of Public Works  
City of West Allis  
7525 W. Greenfield Avenue  
West Allis, WI 53214

Dear Board of Public Works:

I am writing to ask your permission to use the public right of way to install a project sign on our building located on the southwest corner of [REDACTED]. Our business, known as [REDACTED], will be responsible for having the sign installed, maintained and insured. Enclosed you will find a detail site plan, [REDACTED], [REDACTED], as well as a copy of certificate of liability insurance, listing the City of West Allis as an additional insured party.

The sign is constructed using MDU that will be cut with a CNC router for a dimensional look primed and painted. The sign will be mounted using 4" tapcon screws. The sign is hung on a bracket with chain and S Hooks.

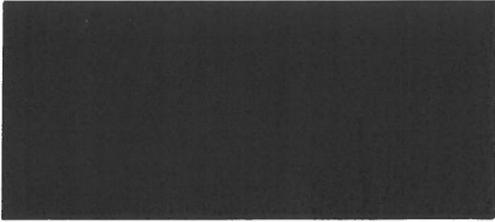
My reason for asking for this encroachment is to direct visitors, potential customers and applicants to our business. We feel the additional sign will give us better exposure within the [REDACTED] as well add a unique look to the Avenue.

Thank you for your time and consideration of this proposal. If you have any questions or comments, feel free to call [REDACTED]

Sincerely,

[REDACTED]  
Business Manager

enc.



# Spec Sheet for [REDACTED] Sign

## BRACKET

The sign bracket style is called a "BLADE" double sided , constructed of wrought iron the MAIN arm is 50" long the backplate used for mounting is 3" wide x 20" up and down this bracket will have 2- LED BULLIT lites one on each side to illuminate the sign the bracket is painted black as well as the lites

## SIGN

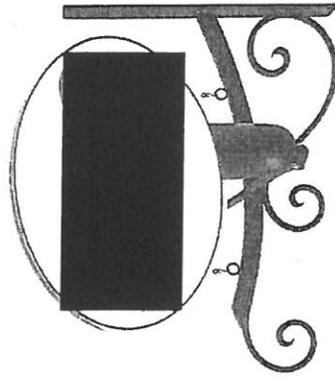
the sign is made of MDU 2" thick x 30" x 46" OVAL the sign will be cnc router cut for a dimensional look primed and painted to the customer choosen colors of white, green, black the sign is held to the bracket with chain and S hooks

## MOUNTING

the bracket is attached to the building using 4" tapcon screws

**APPROVED**

DATE 8/21/16 *[Signature]*





POLICY NUMBER



**businessinsurance**



EFFECTIVE DATE 09/01/2016

BY WILSON MUTUAL

## Additional Insured--State Or Political Subdivisions--Permits Relating To Premises

**BP 0407 (01-87)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS POLICY**

The following is added to Paragraph C. WHO IS AN INSURED in the Businessowners Liability Coverage Form:

- 4. Any state or political subdivision shown in the Schedule is also an insured, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decoration and similar exposures;
- b. The construction, erection, or removal of elevators; or
- c. The ownership, maintenance, or use of any elevators covered by this insurance.

**SCHEDULE**

**STATE OR POLITICAL SUBDIVISION**

**ATTENTION**

CITY OF WEST ALLIS  
7525 W GREENFIELD AVE  
WEST ALLIS WI 53214

**NOTICE OF CANCELLATION ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

All Coverage Forms Included in this policy are subject to the following condition:

If we cancel this policy, for any reason other than nonpayment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

If we cancel this policy for nonpayment of premium, we will mail advanced notice to the persons(s) or organizations(s) as shown in the Schedule.

**SCHEDULE**

<u>Person or Organization (Name and address)</u>	<u>Advance Notice (Days)</u>	<u>Advance Notice For Nonpayment (Days)</u>
City of West Allis 7525 W Greenfield Ave West Allis, WI 53214	30	10

ILSPIP-[Type text]

**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 Two Thousand and NO/100 Dollars (\$2,000.00), 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 the City Engineer 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 Two Thousand and NO/100 Dollars (\$2,000.00). 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

**CASH BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That I, \_\_\_\_\_, as Principal, are held and firmly bound unto the City of West Allis, Wisconsin, in the sum of Two Thousand and NO/100 Dollars (\$2,000.00), good and lawful money of the United States of America, deposited with the City for which deposit, well and truly 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 the City Engineer 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 and the aforesaid cash deposit returned to them, otherwise of full force, effect and virtue; and if Principal fails to perform as set forth herein, then the Principal shall, within thirty (30) days of demand, forfeit the deposit of Two Thousand and NO/100 Dollars (\$2,000.00) to the City of West Allis. 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:**

\_\_\_\_\_

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

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

## PRIVILEGE FOR ENCROACHMENT

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

(Applicants Names\*), owner(s) of property located at (Applicants' Address\*), 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 (Description Of Encroachment\*) on that portion of the right-of-way along (Description of location of Encroachment\*), in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows: (Legal Description\*) 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 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. Any modification in the above-described encroachment shall require approval of the Board of Public Works of the City of West Allis.

6. It is understood that Grantee(s), their heirs, successors and assigns, shall file and maintain a Performance Bond or Cash Bond in the amount of Two Thousand Dollars (\$2,000.00) and a Certificate of Insurance in the amount of Three Hundred Thousand Dollars (\$300,000.00), 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 a certificate of insurance and endorsements. The insurance certificate and endorsements 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 and shall be in a form acceptable to the City Attorney.

7. Grantee(s) shall pay to the City of West Allis as compensation for this privilege the sum of Twenty-five Dollars (\$25.00).

8. 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.

9. 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\_\_.

BOARD OF PUBLIC WORKS,  
CITY OF WEST ALLIS

BY: \_\_\_\_\_  
City Engineer

DATE: \_\_\_\_\_

ACCEPTED BY:  
(Applicant/Company Name\*)

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

DATE: \_\_\_\_\_

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

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

\* To be completed by Engineering Department