

CITY OF LAKE MILLS APPLICATION FOR PRIVILEGE IN THE STREET

ON LAND SURFACE

If the encroachment is located on the surface of the right-of-way or other public property, the application shall include a plat of survey at a scale of not less than one inch equals ten feet on 8½ x 14 inch paper. This survey must show the area subject to the privilege in streets in relation to the owner's property and in relation to the right-of-way or other public property where the encroachment does or will exist. The survey shall include a legal description and square footage of the public area to be occupied by the privilege in streets.

ABOVE OR UNDERGROUND, BUT NOT ON LAND SURFACE

If the encroachment is above ground or underground, the application shall include a drawing to scale of not less than one inch equals ten feet on 8½ x 14 inch paper. This drawing shall show the location and dimensions of the above-ground or underground encroachment, e.g. projecting sign, overhanging clock, awning, fire escape, jump platform, or structure under the surface of the right-of-way or public property, in relation to the applicant's property and in relation to the right-of-way or other public property where such encroachment does or will exist.

APPLICANT INFORMATION

NAME:	DATE:
ADDRESS:	PHONE:
FAX:	E-MAIL:
NAME OF CONTRACTOR:	
CONTRACTOR CONTACT PERSON:	

Address of Proposed Encroachment: _____

Lot No. _____ Block No. _____ Subdivision _____

Describe Encroachment (Attach additional pages if applicable):

Give Reasons for Request: _____

Date _____

Signed _____

Property Owner(s)

To Be Completed by the City of Lake Mills:

Public Works Director Recommends Grant of Privilege: _____

Conditions of Proposed Privilege:

Public Works Director Recommends Denial of Privilege _____

Reasons for Denial Recommendation _____

Signed _____
Public Works Director

Date: _____

If the Public Works Director has recommended that the Council grant the requested privilege in the street, a written agreement between the applicant and the City is required, along with a bond or insurance as set forth in the agreement, and will be provided to the Applicant at the time of the Public Works Director's determination. The written agreement, signed by the Applicant, but not yet signed by the City Manager, must accompany the application prior to action by the Council on the recommendation to grant the privilege.

If the written agreement or the conditions stated by the Public Works Director are not agreeable to the Applicant, then the Applicant may file within 30 days of the Public Works Director's determination for an appeal to the Council regarding the agreement or conditions required by the Public Works Director.

The Council will not review the grant of a privilege in the street unless the Public Works Director has recommended that the privilege be granted, or unless the Applicant has filed for an appeal within 30 days of a determination by the Public Works Director that recommends denial.

If such an appeal is requested within 30 days of the Public Works Director's determination, the Council will review the reasons for the denial, along with the Application. In the event of such an appeal, if the City Council overrules the determination of denial by the Public Works Director, then the City Attorney shall draft and submit a written agreement in such form as the Council may require for the approval of the Applicant and the Council. If the Applicant does not wish to enter into the agreement, or if the Council does not approve the agreement, then the Council's initial determination to grant the privilege shall be void.

A sample agreement is attached to this form. The agreement may be subject to revision in accordance with the recommendation of the Public Works Board or the action of the Council.

PRIVILEGE IN STREET AGREEMENT

AGREEMENT, made and entered into this _____ day of _____, 20____, by and between CITY OF LAKE MILLS, a municipal corporation located in Jefferson County, Wisconsin (hereafter referred to as CITY) and _____, [and _____] (hereafter referred to as OWNER).

WHEREAS, OWNER has applied for a privilege in the street in accordance with Section 7-1-5 of the Lake Mills Municipal Code, and Section 66.0425 of the Wisconsin Statutes, and

WHEREAS, the CITY, by its City Council, has duly considered said application and finds that the public interest will not be adversely affected by the granting of the requested privilege.

NOW, THEREFORE, the parties agree as follows:

1. OWNER may maintain [description of encroachment, e.g., retaining wall, overhanging sign, etc.] at [location of encroachment], Lake Mills, Wisconsin which shall not encroach more than that shown on the attached [drawing] [plat of survey] (*choose one*).

2. This Privilege in the Street is granted for an indefinite continuing term, or until CITY determines that such privilege is no longer in the best interests of CITY.

3. OWNER agrees that maintenance and repair of said [description of encroachment, e.g., retaining wall, overhanging sign, etc.] shall be the sole responsibility of OWNER.

4. OWNER agrees to indemnify and hold the City of Lake Mills harmless for any liability that may be incurred for damages to persons or property resulting from the granting of this privilege, and to reimburse the CITY for all costs of defending any claims related to this privilege, including reasonable attorney fees.

5. Any third parties whose rights are interfered with by the granting of this privilege shall have a right of action against only the holder of this privilege.

6. OWNER is obligated to remove said [description of encroachment, e.g., retaining wall, overhanging sign, etc.] upon ten (10) days' written notice of the termination of this privilege from the CITY. Upon such notice, OWNER must remove said [description of encroachment, e.g., retaining wall, overhanging sign, etc.] with no damages or expense accruing to the CITY. If OWNER does not remove said [description of encroachment, e.g., retaining wall, overhanging sign, etc.], the OWNER waives all claims for damages resulting from removal by the CITY, and the CITY may remove same at the OWNER's expense, which, if not timely paid, may become a special charge on the OWNER's real estate tax bill, in accordance with Section 66.0627 of the Wisconsin Statutes.

7. By the acceptance and implementation of this privilege, the OWNER acknowledges that the granting of this privilege constitutes a permissive use of CITY property that does not cause adverse possession right to accrue against the CITY's real estate title; the OWNER permanently waives any adverse claim against the CITY's real estate affected by this Privilege in the Street.

8. The OWNER acknowledges and agrees to [post and continually maintain a bond in the amount of _____ [provide a certificate liability insurance naming the CITY as an additional insured in the amount of _____] and said certificate shall be annually filed with the City Clerk-Treasurer], and failure to do so, or failure to maintain [the bond] [satisfactory insurance coverage], may result in the CITY's termination of this privilege].

9. Special conditions with regard to construction, alteration, reconstruction, safeguarding, operation and/or maintenance of the privilege are as follows:

10. The foregoing terms and conditions are authorized and required by Section 7-1-5 of the Lake Mills Municipal Code and Section 66.0425 of the Wisconsin Statutes and are binding on the OWNER and the OWNER's assigns, heirs, administrators, and successors in interest for the term of this privilege.

OWNER(S)

STATE OF WISCONSIN)
) SS
COUNTY OF JEFFERSON)

Personally came before me this _____ day of _____, 20____, the above named _____, to me known to be the person(s) who executed the foregoing instrument and has acknowledged the same.

Notary Public, State of WI
My Commission expires: _____

CITY OF LAKE MILLS:

Steven Wilke, City Manager

James E. Heilman, City Clerk-Treasurer

STATE OF WISCONSIN)
) SS
COUNTY OF JEFFERSON)

Personally came before me this _____ day of _____, 20____, the above named Steven Wilke, City Manager, and James E. Heilman, City Clerk-Treasurer, to me known to be the persons who executed the foregoing instrument and have acknowledged the same.

Notary Public, State of WI
My Commission expires: _____