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34.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
2008-0667	Claim	Claim Report
Ronald Crown communication regarding vehicle damage allegedly sustained at West Oklahoma Avenue and South 100 Street on September 12, 2008.		
Introduced: 10/21/2008		Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

Deny

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
JUN 02 2009			Barczak				
			Czaplewski				
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
		✓	Reinke	✓			
			Roadt				
			Sengstock				
			Vitale				✓
		Weigel					
		TOTAL		4			1

SIGNATURE OF COMMITTEE MEMBER

Kurt Kopplin
 Chair _____ Vice-Chair _____ Member _____

COMMON COUNCIL ACTION

Denied

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
JUN 02 2009			Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale				✓
		Weigel	✓				
		TOTAL		9			1



May 21, 2009

OFFICE OF THE CITY ATTORNEY

Common Council
City of West Allis

Scott E. Post
City Attorney

Sheryl L. Kuhary
Jeffrey J. Warchol
Jenna R. Merten
Assistant City Attorneys

RE: City Attorney's Report of Claim

Dear Council Members:

The enclosed claim has been referred to this office in accordance with Section 3.05(8) of the Revised Municipal Code. This office has examined the facts of the claim and the applicable law. Our Opinion regarding liability is as follows:

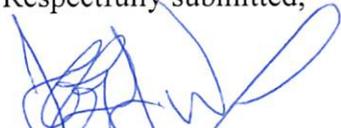
It is the recommendation of this office that the following claim be denied:

Ronald Crown - Amount: \$378.49

This is a claim for damage to the windshield on the claimant's vehicle, which occurred on September 12th, 2008, when a stone was allegedly thrown from a weed and brush cutter, operated by a City employee, striking the claimant's windshield at or near West Oklahoma Avenue and South 100th Street in the City of West Allis, Wisconsin. At the time of filing the claim (11-18-08), the claimant failed to provide written estimates but stated in writing that the windshield would cost about \$100.00 to repair due to the nature of the damages. On May 8th, 2009, the claimant filed actual estimates of repair with the City for a brand new windshield in the amount stated above.

Our investigation of this incident indicated that City employees were in fact trimming weeds and bushes in the area on the day of the alleged accident. However, the employee in question, not believing that any debris flew out of the cutter he was operating, personally viewed the claimant's windshield at the scene and reported to his supervisor that he did not notice any damages to said windshield. In addition, the claimant's rendition of the facts on how he actually saw a rock the size of a "small potato" fly out of the City equipment and strike his vehicle while his attention was driving westbound on Oklahoma Avenue are sketchy. Based on the apparent discrepancies regarding the facts of this incident, as well as the costs associated with repairs, the City Attorney's Office is not able to place liability on the City at this point of the case. Therefore, it is the recommendation of the City Attorney's Office to deny this claim pursuant to the provisions of Wisconsin Municipal Claims Statute 893.80.

Respectfully submitted,


Jeffrey J. Warchol
Assistant City Attorney

JJW:da

7 Oct. '08

**City of West Allis Treasurer
7525 W. Greenfield Avenue
West Allis, WI 53214**

**RECEIVED
OCT 13 2008
CITY OF WEST ALLIS
CLERK/TREASURER**

To Whom It May Concern,

While driving westbound on Oklahoma Avenue at 100th St. at 10:05 AM on the 12 of September, 2008, my vehicle windshield was hit and chipped in two spots within an inch of each other by a stone the size of a small potato that was thrown from a weed and brush cutter operated by a West Allis DPW employee clearing grass around a pole on the median west of the intersection. When I stopped the West Allis DPW employee identified himself as Lenny.

I was quoted a price of \$99.95 over the telephone to repair a single chip by Auto Glass Specialist. I would presume a second mark next to it would be only a small additional cost.

Please advise what you would suggest that I should do next.

Sincerely,

**Ronald Crown
3050 S. 93rd St.
West Allis, WI
53227-3608
(414) 541-1201
ka9jcp@milwpc.com**

R. Crown
3050 S. 93rd St.
West Allis, WI
53227-3608

MILWAUKEE WI 532

08 OCT 2008 PM 2 L



City of West Allis Treasurer

7525 W. Greenfield Avenue

West Allis, WI 53214

53214+4888





CITY CLERK/TREASURER'S OFFICE

414/302-8200 or 414/302-8207 (Fax)

www.ci.west-allis.wi.us

Paul M. Ziehler

City Admin. Officer, Clerk/Treasurer

Monica Schultz

Assistant City Clerk

Rosemary West

Treasurer's Office Supervisor

October 13, 2008

Mr. Ronald Crown
3050 S. 93 Street
West Allis, WI 53227-3608

Dear Mr. Crown:

This letter acknowledges receipt of your communication regarding vehicle damage allegedly sustained at West Oklahoma Avenue and South 100 Street on September 12, 2008.

The original document will be submitted to the Common Council at its meeting of October 21, 2008.

It is not anticipated that a decision regarding this matter will be made on this date. Generally, all communications are directed to the City Attorney's office for investigation. Common Council action regarding your communication will not be taken until the City Attorney's investigation is completed. Any questions you may have regarding this matter should be directed to their attention.

Sincerely,

Monica Schultz
Assistant City Clerk

/jl

cc: City Attorney

RECEIVED

APR 1 2009

WEST ALLIS
CITY ATTORNEY

30 Mar. '09

To Whom It May Concern,

Enclosed please find a copy of my original letter to the City of West Allis Treasurer and the reply from Monica Schultz.

I am not certain if Ms. Schultz submitted my original letter to the Common Council for it's meeting on October 21, 2008.

I believe that if there had been a guard in place on the weed and brush cutter, when there was trimming being done, there would not have been a need for this claim.

The chips have now become cracks, requiring repairs that will be more costly than the original estimate for chip repairs.

I am requesting that the repairs to my vehicle be done as soon as possible and the bill be paid by the department that is responsible for the damage.

Your prompt attention to this matter is appreciated.

Sincerely,



Ronald Crown
3050 S. 93rd St.
West Allis, WI 53227

May 8, 2009

RECEIVED
MAY 12 2009
WEST ALLIS
CITY ATTORNEY

Jeffrey J. Warchol
Assistant City Attorney
7525 W. Greenfield Avenue
West Allis, WI 53214

Dear Mr. Warchol:

Enclosed is a copy of your letter of April 6, 2009 and two written estimates for the replacement of my windshield.

Your prompt attention to this claim is appreciated.

Respectfully yours,

Ronald R. Crown

Enclosures: Holz Motors, Inc estimate
Low Price Auto Glass Inc estimate
Jeffrey Warchol letter



OFFICE OF THE CITY ATTORNEY

Scott E. Post
City Attorney

Sheryl L. Kuhary
Jeffrey J. Warchol
Jenna R. Merten
Assistant City Attorneys

April 6, 2009

Mr. Ronald Crown
3050 South 93rd Street
West Allis, WI 53227

RE: Claim Filed Against the City of West Allis on October 13, 2008

Dear Mr. Crown:

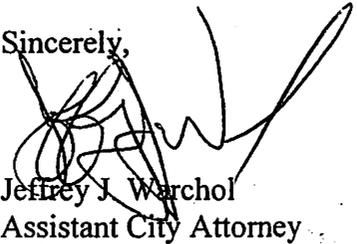
Please be advised that I am the Assistant City Attorney that handles claims matters for the City of West Allis. Your claim filed with the City on October 13th, 2008, regarding vehicle damage has been forwarded to my office by the Common Council for review and investigation. I am also in receipt of your March 30th, 2009, letter regarding your claim.

Please note that all claims submitted to the City are handled in the same manner in accordance with Wisconsin State Statute 893.80. I suggest that you review Wis. Stat. 893.80 on your own should you want to become more familiar with the municipal claims process. In essence, Wis. Stat. 893.80 requires that a **notice of claim**, as well as, a specific **demand for damages** be served upon the City before the City may act on any particular claim. To date, you have provided the City with a "notice" of your alleged damage but you have not provided a specific "demand" for payment of damages, which is usually accomplished by submitting an invoice marked "Paid in Full" or two (2) written estimates for repair from reputable auto repair facilities located in the area. Due to the above, your file has not been acted upon as the City is awaiting proof of damages.

Please further be aware that in the event you submit said demand for damages, the City has 120 days from receipt of the same to make its determination as to whether or not the claim will be allowed or denied in accordance with Wis. Stat. 893.80. Finally, please do not misconstrue this letter as legal advice but merely a recitation of the claims process followed by the City of West Allis.

If you should have any questions, please do not hesitate to contact me.

Sincerely,



Jeffrey J. Warchol
Assistant City Attorney

JJW:da

L/Jeff/Claims/Misc Ltrs/R Crown-Claim Process

cc: Monica Schultz

LOW PRICE AUTO GLASS, INC
4440 SOUTH 108TH STREET
GREENFIELD, WI 53228
(414) 425-2800 / Fax (414) 375-2021
Fed. ID# 392042339

RONALD

(414) 541-1201

Inv. #	Quote #011079	Date	04/27/2009
Cust. #	5411201	Billcode	CV
P.O. #		Sold By	MATT
Fed. Tax #		Inst'l By	MATT

RECEIVED

MAY 12 2009

WEST ALLIS
CITY ATTORNEY

Year	1999	Make	CHEVROLET	Policy #	
Model	ASTRO	Body Style	EXTENDED VAN	Author-ized By	
Lic. #		V.I.N.		Claim #	
Home Phone	(414) 541-1201	Bus. Phone	0 -	Damage/ Cause	
				Loss Date	04/27/2009

Qty.	Part	Description	Block Size	List	Price	Total
1	DW01158GBNN	Windshield (w/brkt)(slr contr)	31.7x67.8	205.10	201.00	201.00
1	LABOR	Labor 2.50 hours		95.00	95.00	
1	HAH000004	2.0 Urethane, Dam, Primer		25.00	25.00	25.00
1	WFSD1158	Filler (Black)(3/4, One Piece)		37.42	37.42	37.42

SPECIAL INSTRUCTIONS

INSTALLATION WARRANTY: We warranty the installation of all fixed glass (non-moveable) for the life as long as the present owner continues to own or lease this vehicle. This warranty is not transferable. This means that new fixed glass will be properly installed and sealed by experience technician. It will not leak unless it is broken or the vehicle rusts around it. Note that any rust in the pinchweld area may void the leakage warranty. Any rust repairs needed are the sole responsibilities of the vehicle owner. This warranty is limited to repair or replacement by authorized Low Price Auto Glass, Inc installer. This warranty covers only the repair or replacement mentioned above and does not cover any, incidental, indirect or consequential damages. All moveable glass only 30 days limited warranty for defect fit and function. There are no warranties that extend beyond those expressed.

Labor	95.00
Subtotal	263.42
Tax	20.07
Total	378.49
Balance	378.49

RECEIVED BY

The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay LOW PRICE AUTO GLASS, INC directly for the glass and installation charges, or repairs.

HOLZ MOTORS, INC. BODY SHOP

5961 S.108TH PLACE

HALES CORNERS, WI 53130

DIRECT LINE: (414) 529-7848 & (414) 425-2400 FAX: (414) 5RECEIVED

FEDERAL I.D. #39-0792093

MAY 12 2009

CD LOG NO 10283-1 DATE 04/27/09

WEST ALLIS CITY ATTORNEY

SHOP: CITY STATE: , WI

INSP DATE: 04/27/09 CONTACT: BOB GRIESE

OWNER: CROWN, RONALD ADDRESS: 3050 S 93 ST CITY STATE: WESTALLIS, WI ZIP: 53227

HOME PHONE: (414)541-1201

POINT OF IMPACT: 0

LIC#: BODY COLOR: BLUE CONDITION: GOOD

STATE: WI

VIN: 1GNDM19W8XB100842 MILEAGE: ACCTNG CTL#:

- *=USER-ENTERED VALUE EC=REPLACE ECONOMY UM=REMAN/REBUILT PRT OE=REPLACE PXN OE SRPLS TE=PARTL REPL PRICE I=REPAIR TT=TWO-TONE N=ADDITIONAL LABOR AA=APPEAR ALLOWANCE E=REPLACE OEM UE=REPLACE OE SURPLUS EU=REPLACE SALVAGE PC=PXN RECONDITIONED ET=PARTL REPL LABOR L=REFINISH CG=CHIPGUARD RI=R&I ASSEMBLY RP=RELATED PRIOR NG=REPLACE NAGS UC=RECONDITIONED PRT EP=REPLACE PXN PM=PXN REMAN/REBUILT IT=PARTIAL REPAIR BR=BLEND REFINISH SB=SUBLET P=CHECK UP=UNRELATED PRIOR

1999 CHEVROLET ASTRO STD 2DOOR PASS. VAN EXTENDED 6CYL GASOLINE 4.3 CODE: U6412B/E OPTNS F/24S

OPTIONS:

TWO-STAGE - EXTERIOR SURFACES AIR CONDITIONING

TWO-STAGE - INTERIOR SURFACES

Table with 7 columns: OP, GDE, MC, DESCRIPTION, MFG.PART NO., PRICE, AJ% B%, HOURS, R. Rows include NG0143 WINDSHIELD, SHADED; EC0144 SEALANT KIT, W/SHIELD; E 0107 MLDG, W/S REVEAL UPPER.

3 ITEMS

FINAL CALCULATIONS & ENTRIES

Summary table with 3 columns: Description, Price, Hours. Rows include GROSS PARTS (63.04), OTHER PARTS (230.10), PARTS & MATERIAL TOTAL (293.14), TAX ON PARTS & MATERIAL @ (5.600%, 16.42).

1999 CHEVROLET ASTRO STD 2DOOR PASS. VAN EXTENDED
CD LOG NO 10283-1

LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	52.00	2.3		119.60
2-MECH/ELEC	78.00			
3-FRAME	55.00			
4-REFINISH	52.00			
5-PAINT MATERIAL	32.00			
LABOR TOTAL				119.60
TAX ON LABOR		@	5.600%	6.70
SUBLET REPAIRS				
TOWING				
STORAGE				
GROSS TOTAL				435.86
NET TOTAL				435.86

SHOPLINK U3508 ES CD LOG 10283-1 DATE 04/27/09 12:30:28AM R6.37 CD 03/09
PXN: Y/00/00/00/00/00 CUM 00/00/00/00/00 GEOCODE 53130
HOST LOG
(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.



OFFICE OF THE CITY ATTORNEY

Scott E. Post
City Attorney

Sheryl L. Kuhary
Jeffrey J. Warchol
Jenna R. Merten
Assistant City Attorneys

May 26, 2009

Common Council
City of West Allis

RE: City Attorney's Report of Claims/Lawsuits

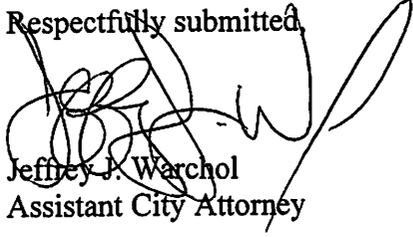
Dear Council Members:

The enclosed claims/lawsuits have been referred to this office in accordance with Section 3.05(8) of the Revised Municipal Code. This office has examined the facts of each claim/lawsuit and the applicable law. Our Opinion regarding liability is attached to each claim/lawsuit.

It is the recommendation of this office that the following claims/lawsuits be denied:

Ronald Crown (\$378.49)
Herbert Officer (\$1,000.00)

Respectfully submitted,


Jeffrey J. Warchol
Assistant City Attorney

JJW:da
Enclosure

cc: Thomas E. Mann, CVMIC



CITY ADMINISTRATIVE OFFICE

PAUL M. ZIEHLER
City Administrative Officer
Clerk/Treasurer

414/302-8294
414/302-8207 (Fax)

City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

pziehler@ci.west-allis.wi.us
www.ci.west-allis.wi.us

NOTICE OF DISALLOWANCE OF CLAIM

June 5, 2009

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ronald Crown
3050 South 93rd Street
West Allis, WI 53227-3608

Re: Your Claim Against the City of West Allis
Date of Loss: 9/12/08

Dear Mr. and Mrs. Maronek:

At its meeting on June 2nd, 2009, the Common Council of the City of West Allis considered your claim received on October 13th, 2008, regarding vehicle damages allegedly sustained at South 100th Street and West Oklahoma Avenue, West Allis, Wisconsin and denied it in full.

Please be advised that no lawsuit may be brought on this claim against the City of West Allis or any of its officials, officers, agents or employees after six (6) months from the date of receipt of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Paul M. Ziehler".

Paul M. Ziehler
City Administrative Officer
Clerk/Treasurer

PMZ:da
L:\jeff\claims\denialLtrs\ltr-denial-R Crown

cc: City Attorney's Office
City Clerk's Office