

al.
14.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
2008-0139	Claim	Claim Report
Linda Yatso communication regarding vehicle damage allegedly sustained at South 113 Street and West Lincoln Avenue on February 3, 2008.		
Introduced: 3/18/2008		Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

POF

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>JUN 17 2008</u>	<input checked="" type="checkbox"/>		Barczak				
			Czaplewski				
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt				
			Sengstock				
		<input checked="" type="checkbox"/>	Vitale	✓			
			Weigel				
			TOTAL	<u>5</u>			<u>1</u>

SIGNATURE OF COMMITTEE MEMBER

Kurt Kopplin _____
 Chair Vice-Chair Member

COMMON COUNCIL ACTION **PLACE ON FILE**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>JUN 17 2008</u>	<input checked="" type="checkbox"/>		Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
		<input checked="" type="checkbox"/>	Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel				✓
			TOTAL	<u>9</u>			<u>1</u>

STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL

ADMINISTRATION & FINANCE

Chair: Kurt E. Kopplin
Vice-Chair: Vincent Vitale
Thomas G. Lajsic
Richard F. Narlock
Rosalie L. Reinke

PUBLIC WORKS

Chair: Gary T. Barczak
Vice-Chair: Martin J. Weigel
Michael J. Czaplewski
Daniel J. Roadt
James W. Sengstock

SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic
Vice-Chair: Richard F. Narlock
Kurt E. Kopplin
Rosalie L. Reinke
Vincent Vitale

LICENSE & HEALTH

Chair: Michael J. Czaplewski
Vice-Chair: James W. Sengstock
Gary T. Barczak
Daniel J. Roadt
Martin J. Weigel

ADVISORY

Chair: Rosalie L. Reinke
Vice-Chair: Daniel J. Roadt
Kurt E. Kopplin
Richard F. Narlock
Vincent Vitale



OFFICE OF THE CITY ATTORNEY

Scott E. Post
City Attorney

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

May 28, 2008

Common Council
City of West Allis

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 (6)(a) 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 placed on file:

Linda Yatso— Amount \$12,480.00

This is a claim for property damage to the claimant's vehicle when it was involved in an accident with a vehicle owned by the City of West Allis and operated by an on duty West Allis police officer on February 3rd, 2008. On said date, a patrol officer was heading westbound on West Lincoln Avenue in the City of West Allis and attempted to make a left hand turn into the police station located at 11301 West Lincoln Avenue when the officer collided with the vehicle driven by the claimant who was heading eastbound on West Lincoln Avenue directly in front of the police station. The claimant's vehicle, a 2003 Hyundai Tiburon GT 2-Door hatchback, was damaged beyond repair as a result of the accident while the claimant herself was shaken up but not physically injured. The claimant obtained a written Loss Valuation from her insurance company and filed a claim against the City on March 4th, 2008, including her rental of a vehicle from the day of the accident through February 26th, 2008.

This claim was investigated by Deputy Chief of Police Michael Jungbluth along with the Motor Vehicle Crash Board which both found the officer to be at fault for the accident. Our investigation came to the same conclusion with the officer being negligent for his failure to yield the right-of-way to the claimant. Furthermore, our evaluation of the Loss Valuation presented by the claimant matched up to the current market value of the vehicle as established by Kelly Blue Book and NADA Vehicle Pricing Information, two customary and reliable sources in the industry for valuation of used vehicles. Based upon said analysis, the City Attorney's Office recommended settlement of this claim in the amount of \$12,480.00 to the Administration & Finance Committee on May 6th, 2008, who approved said settlement in full. The City Attorney's Office then settled the claim with the claimant for said amount and obtained a Release of All Claims, including potential physical injury, signed by the claimant.

Based upon the above, this claim should be placed on file.

Respectfully submitted,


Jeffrey J. Warchol
Assistant City Attorney

JJW:da

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to LINDA YATSO at this time of the sum of Twelve Thousand Four Hundred Eighty and 00/100 Dollars (\$12,480.00), the receipt of which is hereby acknowledged, I, being of lawful age do hereby release, acquit, and forever discharge the City of West Allis, Wisconsin, A Municipal Corporation, Its Departments, Commissions, Officials, Agents and Employees, his, her, its or their successors and assigns and all other persons, firms or corporations who are or might be liable from any and all claims, demands, damages, costs, actions and causes of action of whatever kind or nature which I may now have or may hereafter have, on account of, or in any way growing out of, any and all known and unknown bodily injuries, personal injuries and property damage, whether developed or undeveloped, resulting or to result from an accident that occurred on or about February 3rd, 2008, at 11301 West Lincoln Avenue, West Allis, Wisconsin, when a West Allis Police Officer, while traveling westbound on W. Lincoln Ave. and turning left into the Police Station, miscalculated the timing of the approaching eastbound vehicle being driven by Ms. Linda Yatso causing Ms. Yatso's vehicle to collide with the West Allis squad car, which resulted in severe right-end and right-front damage to Ms. Yatso's vehicle. I hereby declare and represent that any injuries sustained are not permanent and in making this Release and Agreement it is understood and agreed that I rely wholly upon my own judgment, belief, and knowledge of the nature, extent and duration of said injuries, and that I have not been influenced to any extent whatever in making this Release by any representations or statements regarding said injuries, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any person or persons representing him or them, or by any physician or surgeon by him or them employed.

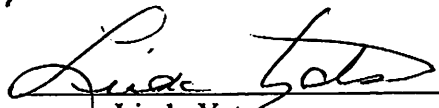
It is further understood and agreed that this settlement is the compromise of doubtful and disputed claims and that the payment of said amount is not to be construed as an admission of liability upon the part of said persons, firms, or corporations released; liability being by it, him or them expressly denied.

It is further understood and agreed that this Release and payment pursuant thereto is not be construed as a waiver by or estoppel of any party released to prosecute a claim or action for any damages sustained.

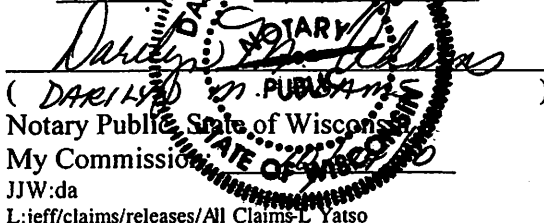
This Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Release are contractual and not a mere recital.

I HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT. I FURTHER UNDERSTAND THAT I HAVE THE OPPORTUNITY TO DISCUSS AND NEGOTIATE THE TERMS OF THIS RELEASE WITH THE WEST ALLIS CITY ATTORNEY AND SPECIFICALLY WAIVE SUCH OPPORTUNITY.

Signed and sealed this 19 day of May, 2008.


Linda Yatso

Subscribed and sealed in my presence
this 19th day of May, 2008.


(Darin M. Puskas)
Notary Public, State of Wisconsin
My Commission Expires 02/28/2011
JJW:da
L:\jeff\claims/releases/All Claims-L Yatso

March 3, 2008

City Attorney's Office
City Hall
7525 W Greenfield Ave
West Allis, WI 53214

Attn: Attorney Jeff Warchol

Re: Reimbursement of \$11,777.20

Dear City Council Members,

On Sunday, February 3rd, I was driving home about 7:15 - 7:30 p.m. I was traveling east on Lincoln Ave at 35 mph and was just about to pass the police station which is located at 113th and Lincoln Ave. A police car, which was traveling west on Lincoln Ave, made a left turn in front of me to go into the police station. I slammed on my brakes, but there was no where to go. I hit the police car in the *front* corner panel of the passenger side of the car; in front of the passenger door.

My passenger side air bag went off - the driver's side did not. I was fine - thankfully, so was officer Robert Tuschl. He immediately came to me to ask if I was OK. I was shaken, but fine. He said "It's all on me, I thought I could make it." That's all I needed to hear. He was very nice and he admitted it was his fault. I then asked if he had insurance. He answered "yes." I'm sure he didn't stop before he turned left in front of me. If he thought "he could make it", why did I hit the front of his car - why not the back? The roads were dry. There were snow banks, but not that high.

After that, there was a swarm of police cars and police officers. I was put in the back of a police car because it would be warmer. They took a lot of pictures, however I haven't seen any. They asked where I wanted my car towed, was there anyone I could call to come and get me, and am I sure I was OK? They gave me the name of their insurance company and the name of the investigating officer. They drove my car up onto the tow truck ramp which made me feel hopeful it could be repaired. A police officer drove me home. I thanked him as I got out of the car. I sat on my couch and started to process everything that had just happened. How was I going to get to work the next day?

My car was a 2003 Hyundai Tiburon with less than 42,000 miles and it was completely paid for. I was told a couple days later my car was totaled! I rented a car to get to work everyday and then went looking for another car.

I talked to Tom Mann from the city's insurance company, Cities & Villages Mutual Ins Co. Mr Mann informed me that the city is insured but they have a \$100,000 deductible. However, the city of West Allis is self insured. At that point, he suggested I talk to City Attorney Jeff Warchol. Based on Attorney Warchol's advice, I am submitting a request for reimbursement for

RECEIVED

MAR 04 2008

CITY OF WEST ALLIS
CLERK/TREASURER

RECEIVED

MAR 4 2008

WEST ALLIS
CITY ATTORNEY

RECEIVED

MAR 2 2008

CITY ATTORNEY
WEST ALBANY

March 3, 2008

City Attorney's Office
City Hall
100 West Broadway Ave
West Albany, NY 12214

Attorney Jeffrey Westcott

Re: Reimbursement of \$11,777.50

Dear City Council Members:

On Sunday, February 24, I was driving home about 7:30 PM when I was traveling east on Lincoln Ave in 25 mph and was just about to pass the police station which is located at 115th and Lincoln Ave. A police car, which was traveling west on Lincoln Ave, made a left turn in front of me to go into the police station. I stated on my brakes but there was no space to go. I hit the hood of the now corner panel of the passenger side of the car in front of the passenger door.

The passenger side air bag went off - the air side did not - I was fine - thankfully so. Officer Robert Tischer immediately came to me to see if I was OK. I was shaken but that is all. He said "it's OK on me, I thought I could make it." That's all I needed to hear. He was very nice and he admitted it was his fault. I then asked if he had insurance. He answered "yes." I'm sure he didn't stop before he turned left in front of me. If he thought he could make it, why did I hit the front of his car - why not the back? The roads were dry. There were snow banks, but not that high.

After that there was a swarm of police cars and police officers. I was put in the back of a police car because I would be wanted. They took a lot of pictures, however, I haven't seen any. They asked where I wanted my car towed. Was there anyone I could call to come and get me, and said "no." I was OK. They gave me the name of their insurance company and the name of the investigating officer. They drove my car up into the tow truck ramp which made me feel pretty good. A police officer drove me home. I thanked him and got out of the car. I sat on my couch and wanted to process everything that had just happened. How was I going to get to work the next day?

My car was a 2003 Hyundai Tiburon with less than 45,000 miles and it was completely paid for. I was told a couple days later my car was totaled. I wanted a car to get to work every day and then went looking for another car.

I talked to Tom Mann in the city's insurance company, Citrus & Villages Mutual, Inc. He soon informed me that the city is insured but they have a \$100,000 deductible. However, the city of West Albany is self-insured. At that point he suggested I talk to City Attorney Jeff Westcott. Based on Attorney Westcott's advice, I am submitting a request for reimbursement for

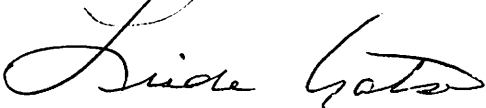
the expenses I have incurred because of the accident.

Enclosed you will find a copy of the accident report, the valuation report for my car, as well as various receipts, all totaling \$11,777.20. The following is a breakdown of this cost:

Auto-source valuation for my car:	\$11,330.00
Towing charge:	114.56
Car rental - Chevy Cobalt - 2/4 - 2/8:	125.66
Car rental - Toyota Corolla - 2/8 - 2/15:	103.49
Car rental Toyota Prius - 2/15 - 2/26:	<u>103.49</u>
Total:	\$11,777.20

Since I have absorbed this total cost to date, I would appreciate it if you could process this reimbursement for \$11,77.20 as quickly as possible.

Sincerely,



Linda Yatso
2092 S 102nd St #317
West Allis, WI 53227

home phone: 414-546-9564
work phone: 414-665-5152 (8:00- 4:30)

Wisconsin Motor Vehicle
Accident Report MV4000e 01/2005

BRRGHK9

Copies made

050206

POLICE # 08005016

ACCIDENT # A08020308

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number BRRGHK9		Document Override Number	
Agency Accident Number A08020308				Police Number 08005016					
4 - Accident Date 02/03/2008		5 - Time of Accident (Military Time) 1919		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County MILWAUKEE - 40		3 - Municipality WEST ALLIS - 60, CITY				11 - Accident Location NON-INTERSECTION			
14 - On Hwy No.		14 - On Street Name LINCOLN AVE W			14 - Bus/Front/Rmp		15 - Est. Dist 100	Ft/Mi F	15 - Hwy. Dir EAST
16 - Fr/At Hwy No.		16 - From/At Street Name 114TH ST S			16 - Business/Frontage/Ramp				
17 - Structure Type HOUSE #		17 - Structure Number 11301		12 - Latitude		13 - Longitude			
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT				93 - Manner of Collision ANGLE					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type ASPHALT			
115 - Traffic Way DIVIDED-HIGHWAY-MEDIAN-STRIP-WITHOUT-TRAFFIC-BARRIER									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DARK-LIGHTED			116 - Road Surface Condition WET			118 - Weather CLOUDY			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input checked="" type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input type="checkbox"/> Truck Or Bus			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input checked="" type="checkbox"/> Names Exchanged		
101 <input checked="" type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel WEST		24 - Speed Limit 35	
36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number T2407668205007		30 - State WI	31 - Expiration Year 2009	34 - On Duty Accident POLICE			
25 - Operator/Pedestrian Last Name TUSCHKE			25 - First Name ROBERT		25 - Middle Initial	25 - Suffix	
32 - Date Of Birth 02/10/1982		33 - Sex MALE					
26 - Address Street & Number 11301 W LINCOLN AVE						26 - PO Box	
27 - City WEST ALLIS			27 - State WI	27 - Zip Code 53227		28 - Telephone Number (414) 302-8000 EXT.	
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)				40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED			
38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action			
119 - What Driver Was Doing MAKING-LEFT-TURN			120 - Traffic Control NO-CONTROL			62 - No. of Citations Issued 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.		64 - 5th Statute No.		
122 - Driver Factors FAIL-TO-YIELD-RIGHT-OF-WAY							
88 - Driver or Pedestrian Factors APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT					
90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN			

OPERATOR/PEDESTRIAN 01

X
m/f

050206

91 - Drugs Reported
124 - Highway Factors SNOW,-ICE,-OR-WET

Vehicle

VEHICLE 01	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 1	
	56 - License Plate Number E1725		57 - Plate Type OFF	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 2G1WS55R779411493	
	50 - Year 2007	51 - Make CHEV	52 - Model IMPALA	53 - Body Style 4 DOOR	54 - Color WHI	100 - Skidmarks to Impact (Ft) 0	
	94 - Vehicle Damage MIDDLE PASSENGER SIDE						
	95 - Extent Of Damage MODERATE		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
	123 - Vehicle Factors NOT-APPLICABLE						

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name	46 - Middle Initial	46 - Suffix	
	46 - Company Name CITY OF WEST ALLIS					
	47 - Address Street & Number 7525 W GREENFIELD AVE			47 - PO Box		
	48 - City WEST ALLIS		48 - State WI	48 - Zip Code 53214	49 - Telephone Number (414) 302-8200 EXT.	

Insurance

INS 01	63 - Liability Insurance Company CITIES-&VILLAGES-MUTUAL-INS-CO		60 <input type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name		61 - Policy Holder First Name		
	61 - Policy Holder Company CITY OF WEST ALLIS				

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel EAST	24 - Speed Limit 35
36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number Y3205365175004		30 - State WI	31 - Expiration Year 2013	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name YATSO		25 - First Name LINDA		25 - Middle Initial R	25 - Suffix
32 - Date Of Birth 07/10/1951		33 - Sex FEMALE			

050206

OPERATOR/PEDESTRIAN 02

26 - Address Street & Number 2092 S 102 ST #317				26 - PO Box	
27 - City WEST ALLIS		27 - State WI	27 - Zip Code 53227	28 - Telephone Number (414) 546-9564 EXT.	
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)			40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag DEPLOYED	42 - Ejected NOT-EJECTED	44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action	
119 - What Driver Was Doing GOING-STRAIGHT		120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
122 - Driver Factors OTHER					
88 - Driver or Pedestrian Factors APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN	
91 - Drugs Reported					
124 - Highway Factors SNOW,-ICE,-OR-WET					

Vehicle

21 - Unit Type AUTOMOBILE			Vehicle Type PASSENGER-CAR			22 - Total Occupants 1
56 - License Plate Number 801EHA		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2008	55 - Vehicle Identification Number KMHFN65F03U050331	
50 - Year 2003	51 - Make HYUN	52 - Model TIBURON	53 - Body Style COUPE	54 - Color RED	100 - Skidmarks to Impact (Ft) 0	
94 - Vehicle Damage FRONT, FRONT PASSENGER SIDE						
95 - Extent Of Damage SEVERE		96 <input checked="" type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By N & S TOWING		
123 - Vehicle Factors NOT-APPLICABLE						

VEHICLE 02

Vehicle Owner

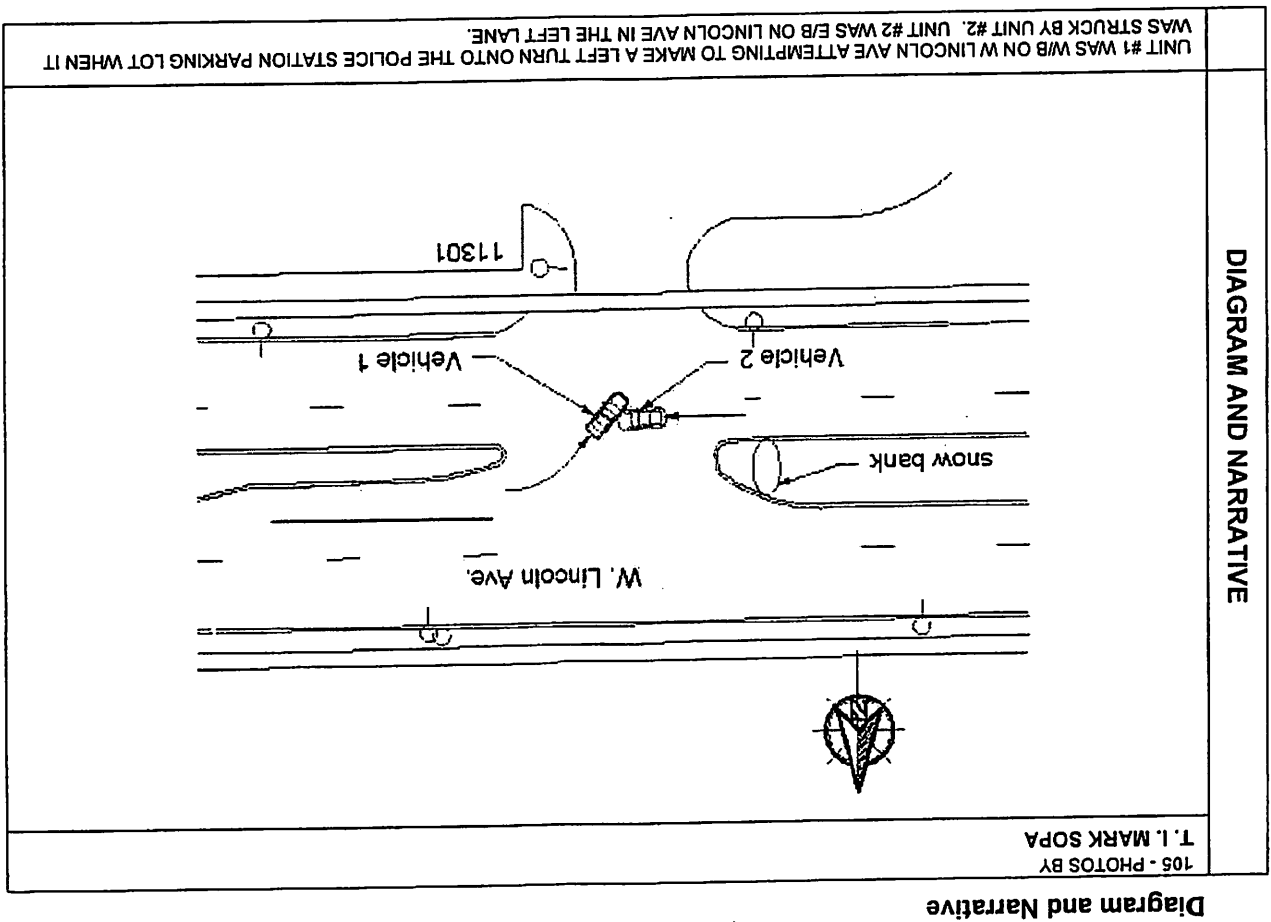
45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name YATSO		46 - First Name LINDA	46 - Middle Initial R	46 - Suffix
46 - Company Name				
47 - Address Street & Number 2092 S 102 ST #317			47 - PO Box	
48 - City WEST ALLIS		48 - State WI	48 - Zip Code 53227	49 - Telephone Number (414) 546-9564 EXT.

VEH OWNER 02

Insurance

63 - Liability Insurance Company TRAVELERS-CASUALTY-&-SURETY-CO		<input checked="" type="checkbox"/> 60 Policy Holder Same As Owner
61 - Policy Holder Last Name YATSO		61 - Policy Holder First Name LINDA
61 - Policy Holder Company TRAVELERS-CASUALTY-&-SURETY-CO		

School Bus		
Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make
School District Contracted With		Seating Capacity



125 - Officer Last Name SOPA		125 - First Name MARK	125 - Middle Initial	131 - Officer ID 1225
129 - Law Enforcement Agency No. 4116		130 - Law Enforcement Agency Name WEST ALLIS POLICE DEPARTMENT		
126 - Law Enforcement Agency Address Street & Number 11301 WEST LINCOLN AVENUE				
127 - City WEST ALLIS	127 - State WI	127 - Zip Code 53227	128 - Telephone Number (414) 302-8000 EXT.	
132 - Date Notified 02/03/2008	133 - Time Notified (Military Time) 1919	134 - Time Arrived (Military Time) 1919	135 - Date Of Report 02/04/2008	
Agency Accident Number A08020308	Police Number 0805016	19 - Special Study		
18 - Agency Space				

Officer Information



Accident Investigation

		Event #:	08005016
Date of Accident:	02/03/08	Time of Accident:	1919
Location:	11301 W. Lincoln Ave.		
Investigating Officer(s):	T. I. Mark Sopa	Assisting Officer(s):	Pto. Gold, Sgt. Spath
Traffic Investigator:	T. I. Mark Sopa		

Investigation

On the above date and time I was dispatched to investigate a squad involved crash in front of the police station. Upon my arrival, I observed an E/B car in the left lane struck a W/B squad that was making a left turn and was in the left E/B lane partially in the center E/B lane.

Statement of unit #1:

Pto. Tuschl stated he was W/B on W. Lincoln Ave. in the left turn lane to enter the Police Station lot. He stopped in the left lane and observed an E/B car approaching but thought he could make it across. As he turned he saw that he was not going to make it across and was struck by the E/B car.

Statement of unit #2:

Linda Yatso stated she was E/B on Lincoln Ave. in the left lane when a squad car turned left in front of her and she could not stop in time and hit the squad. She stated that she could not believe he turned in front of her. I asked her how fast she was going and she stated she knew she was going 35 MPH because she had her cruise control on. She stated she always uses her cruise control.

Officer observations:

It was dark with street-lights on. The temperature was in the 30's and the asphalt roadway was wet. I did not observe any pre impact skid marks from either vehicle. I took 10 photos of the scene with my department issued camera and later secured the compact flash card to be processed. There is a snow bank at the median break that might have obstructed the view of unit #1. I took a photo while sitting on the push bar of a squad in the left turn lane of W/B traffic, which would closely depict the officer's view. Pto. Tuschl however did state that he did see the car and its lights were on.

The driver of unit #2 mentioned she had her cruise control on. While that is not illegal, it does typically state owners manuals it is not recommended to use cruise control on snow or wet pavement or in heavy traffic or City driving. This is not a contributing factor in the crash, however it could have caused a delay in applying the brakes.



**West Allis
Police Department**

A08020308

Accident Investigation

The crash still would have occurred, but the damage might have been less severe. Unit #1 had substantial right side damage but was driveable. Unit #2 had severe right-end and right front damage. The passenger side air bag had deployed. Unit #2 was towed from the scene and the driver of unit #2 was given a ride home by another squad.



Autosource Valuation

Administrative Data 2003 Hyundai Tiburon GT 2D Hatchback

Roy Nuchell
 The Travelers
 Naperville-PL Branch
 215 Shuman Blvd
 Naperville IL 60563

Claimant Linda Yatso
 Insured Linda Yatso
 Claim UHS3034001
 Loss Date 02/03/2008
 Loss Type Collision
 Policy 0WG834979018812101 1
 Other

RECEIVED
MAR 4 2008
WEST ALLIS CITY ATTORNEY

Evaluation Yes

VINSOURCE Analysis 2003 Hyundai Tiburon GT 2D Hatchback

VIN KMHHN65F03U050331
 Decodes as 2003 Hyundai Tiburon GT 2D Hatchback
 Accuracy Decodes Correctly
 History Activity was reported

- o Autosource activity: (NONE).
- o Autotrak activity: (NONE).
- o Audatex/Estimating activity: (NONE)
- o Sales history activity: (NONE)

NICB Report 2003 Hyundai Tiburon GT 2D Hatchback

NICB/ISO Member T054 TRAVELERS INSURANCE COMPANY, THE
 Claim UHS3034001
 Type of Loss ASSIGNMENT
 Phone

Loss Date 02/03/08
 NICB/ISO File H0137408179
 Point of Impact Unknown

NICB/ISO Member T014 TRAVELERS INDEMNITY COMPANY
 Claim UHS3034001
 Type of Loss PROPERTY/CASUALTY
 Phone 8008426172

Loss Date 02/03/08
 NICB/ISO File H0137408179

Reported Phone Number Analysis 2003 Hyundai Tiburon GT 2D Hatchback

No Vehicles Advertised at (414) 546-9564
 No Vehicles Advertised at (414) 665-5152

Recall Bulletins 2003 Hyundai Tiburon GT 2D Hatchback

Nat'l. Highway Traffic Safety Admin (US) has issued a total of 5 recall bulletins that may apply to this vehicle.

NHTSA ID Number 02V044
 Date Issued 02/01/02

Quantity Affected 1,174

Dates Of Manufacture October 2001 - January 2002

Defect On certain passenger vehicles, the left lower instrument panel bracket was not installed, there may be an increased likelihood of injury, or increased severity of injury, in a frontal crash.

Remedy Dealers will inspect the vehicles to determine if the bracket has been installed. If the bracket has not been installed, the dealer will install the left lower instrument panel bracket. The manufacturer reported that owner notification was expected to begin during April 2002. Owners who do not receive the free remedy within a reasonable time should contact Hyundai at 1-800-633-5151.

NHTSA ID Number 02V290

Date Issued 11/01/03

Quantity Affected 7,382

Dates Of Manufacture August 2001 - March 2002

Defect On certain passenger vehicles, the driver seat belt buckle wiring could be damaged by interference with the driver seat cushion height adjuster mechanism. Damaged wiring could cause the seat belt warning lamp or the air bag wiring lamp to illuminate. It could also cause the air bag to open, preventing air bag deployment. Nondeployment of an air bag could increase the risk or severity of injury in a crash.

Remedy Dealers will install a new driver seat belt buckle, if necessary, and will place a protective cover over the driver seat belt buckle wiring to prevent damage from occurring. The manufacturer has reported that owner notification is expected to begin during January 2003. Owners should contact Hyundai at 1-800-633-5151.

NHTSA ID Number 03V257

Date Issued 07/01/03

Quantity Affected 312,292

Dates Of Manufacture June 2000 - February 2003

Defect On certain passenger cars and sport utility vehicles, the rear brake tubes pass behind the front suspension crossmember. Two steering gearbox mounting brackets are welded to the crossmember. On vehicles equipped with an antilock brake system (ABS), the rear brake tubes could contact both steering gearbox mounting brackets. On vehicles that are not equipped with ABS, the rear brake tubes may contact only the left mounting bracket. Contact between the rear brake tubes and the steering brackets could cause wear and corrosion that could result in brake fluid leakage. Fluid leakage could result in reduced braking capability, increasing the risk of a crash.

Remedy Dealers will reposition the rear brake tubes so they do not contact the mounting brackets, install brake tube clips to control the location of the rear brake tubes, and apply anticorrosion material to the tubes in the areas where contact with the mounting brackets may have occurred. The manufacturer

Has Reported That Owner Notification Is Expected To Begin During The Third has reported that owner notification is expected to begin during the third quarter of 2003. Owners may contact Hyundai at 1-800-633-5151.

NHTSA ID Number 04V178

Date Issued 04/01/04

Quantity Affected 263,968

Dates Of Manufacture October 2001 - November 2002

Defect Some passenger vehicles contain a fuel tank assembly valve that may not close properly. If a vehicle with a fuel tank assembly valve that is not properly closed were to roll over, fuel may spill. Spilled fuel in the presence of an ignition source may result in a fire.

Remedy Dealers will install an additional fuel tank assembly valve. The manufacturer has reported that owner notification is expected to begin during May or June 2004. Owners may contact Hyundai at 1-800-633-5151.

NHTSA ID Number 04V369000

Date Issued 07/21/04

Quantity Affected 919

Defect Certain passenger vehicles fail to comply with the requirements of Federal Motor Vehicle Safety Standard No. 301, "fuel system integrity". A valve on the fuel tank assembly may not close

Remedy properly. If a vehicle rolls over and the fuel tank assembly valve is not properly closed, fuel spillage may occur. Fuel spillage in the presence of an ignition source may result in a fire.

Valuation Summary **2003 Hyundai Tiburon GT 2D Hatchback**

	Typical Vehicle	Loss Vehicle	Adjustment
Price	\$9,855		\$9,855
Engine	6 Cylinder 2.7 Engine	6 Cylinder 2.7 Engine	
Transmission	4 Speed Automatic	4 Speed Automatic	
Odometer	68,952 Mi(Typical)	41,907 Mi(Actual)	945
	Equipment/Package Adjustment (See Valuation Detail)		455
	Autosource Value Before Condition Adjustments		11,255
	Total Condition Adjustments (See Condition Adjustment Detail)		75
Total Condition Adjusted Market Value			\$11,330

General Sales Tax 5.600% 634.48

Title Fee

Transfer Fee

Deductible -

Net Adjusted Value

Salvage/Other -

Warning
The market value displayed may not reflect the activity detected by VINSOURCE and/or NICB research.

Vehicle Valuation Detail **2003 Hyundai Tiburon GT 2D Hatchback**

The TYPICAL VEHICLE represents the average mileage, condition, equipment level and estimated selling price of a vehicle of the same year, make, model, doors, edition, body and fuel type as the LOSS VEHICLE and is representative of the market area.

	Typical Vehicle	Loss Vehicle	Adjustment
City/State	West Allis, WI	West Allis, WI	
Price	\$9,855		\$9,855
Description			
Year	2003	2003	
Make	Hyundai	Hyundai	
Model	Tiburon	Tiburon	
Edition	GT	GT	
Door	2D	2D	
Body	Hatchback	Hatchback	
Drive	2WD	2WD	
Engine	6 Cylinder 2.7 Engine	6 Cylinder 2.7 Engine	0
Transmission	4 Speed Automatic	4 Speed Automatic	0
Color	Not Applicable	Not Specified	
Odometer	68,952 Mi(Typical)	41,907 Mi(Actual)	945
Equipment			
Convenience Options	Air Conditioning	Air Conditioning	
	Tilt Steering Wheel	Tilt Steering Wheel	
	Cruise Control	Cruise Control	
	Rear Window Defroster	Rear Window Defroster	
	Rem Trunk-L/Gate Release	Rem Trunk-L/Gate Release	

	Typical Vehicle	Loss Vehicle	Adjustment
Other Optional Equipment	Tinted Glass	Tinted Glass	
	Center Console	Center Console	
		Anti-lock Brakes	160
	Fog Lights	Fog Lights	
	Rear Spoiler	Rear Spoiler	
	Intermittent Wipers	Intermittent Wipers	
	Keyless Entry System	Keyless Entry System	
	Overhead Console	Overhead Console	
	Lighted Entry System	Lighted Entry System	
	Rear Window Wiper/Washer	Rear Window Wiper/Washer	
	Dual Airbags	Dual Airbags	
	Tachometer	Tachometer	
	Leather Steering Wheel	Leather Steering Wheel	
	Sport Suspension	Sport Suspension	
Power Accessories	Side Airbags	Side Airbags	
	Power Brakes	Power Brakes	
	Heated Power Mirrors	Heated Power Mirrors	
	Power Windows	Power Windows	
	Power Steering	Power Steering	
Radio/Phone/Alarm Options	Power Door Locks	Power Door Locks	
	Infinity Sound System	Infinity Sound System	
	Compact Disc W/Tape	Compact Disc W/Tape	
	Theft Deterrent System	Theft Deterrent System	
Roof Options	Alarm System	90	
Seat Options	Power Moonroof	205	
Split Folding Rear Seat	Split Folding Rear Seat	Split Folding Rear Seat	
	Leather Seats	Leather Seats	
Wheel Options	Aluminum/Alloy Wheels	Aluminum/Alloy Wheels	
Autosource Value Before Condition Adjustments			11,255
Total Condition Adjustments (See Condition Adjustment Detail)			75
Total Condition Adjusted Market Value			\$11,330

Valuation Notes 2003 Hyundai Tiburon GT 2D Hatchback

- o **Client Entered Comments**
 - SEATS HAVE MINOR SURFACE CRACKS ON DRIVERS SEAT CARPET SHOWES NO VISABLE WEAR INT TRIM SHOWES NO VISABLE WEAR HEADLINER SHOWES NO VISABLE WEAR BODY SHOWES NO OBVIOUS DAMAGE PAINT HAS SOME STONE CHIPS EXT TRIM HAS 2 RIMS WITH CURB SCRATCHES TIRES GOOD TIRE SIZE P 205 55 R16 TREAD DEPTH FRT 7/32 REAR 8/32
- o **Adjustments of Special Note**
 - No special adjustments were made for this vehicle.
- o **Information provided by The Travelers**
 - Loss vehicle description was provided by The Travelers
 - All values are in U.S. dollars.
- o **Autosource Valuation Process**
 - Over 2,400,000 vehicles are entered weekly into the database used for researching this value. This database includes dealer inspected, dealer inventory, dealer advertised, phone verified and advertised private party vehicles.
 - The originating search area for this valuation was West Allis, Wisconsin.
 - The VIN decoded correctly.

- The tax was calculated based on a date of loss of 02/03/2008 using zip 53227, in West Allis, Wisconsin. The city may vary from search area to reflect correct tax location.
- o **Other Adjustments or Comments**
 - A mileage adjustment of 3.50 cents per mile/kilometer has been applied. This adjustment is based on the vehicle year, vehicle category and market area. Mileage adjustments are capped at 40% of the vehicle's starting value.

Condition Adjustment detail		2003 Hyundai Tiburon GT 2D Hatchback		
	Typical Vehicle	Loss Vehicle	Adjustment	
INTERIOR				
Seats	Good	Minor Wear	-155	
Carpets	Minor Wear	Good	40	
Int Trim	Good	Good		
Glass	Good	Good		
Headliner	Good	Good		
EXTERIOR				
Body	Minor Damage	Good	245	
Paint	Minor Wear	Minor Wear		
Ext Trim	Good	Minor Damage	-55	
MECHANICAL				
Engine	Well Maintained	Well Maintained		
Transmission	Well Maintained	Well Maintained		
TIRES				
Front Tires	Good	Good		
Rear Tires	Good	Good		
Total Condition Adjustments			\$75	

Typical Condition Statement 2003 Hyundai Tiburon GT 2D Hatchback

Odometer, equipment, trim level and condition must all be carefully considered on this vehicle. The vehicle's typical mileage and condition is based on comparison of dealer and private party vehicles of the same year, vehicle type and state/province. The average miles driven for this vehicle is 68,952. Numerous descriptions have been described within each condition sub-category rating and are separated by a period. Each description is meant to be independent, but can also be interpreted as an "and/or" statement.

	Condition	Description
INTERIOR		
Seats	Good	No obvious damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
Carpets	Minor Wear	Slight stains. Slight wear, usually under the pedals. Light fading. 1-3 burn marks or holes smaller than a dime. 1 tear smaller than a credit card. Molded inserts in carpet are cracked or have slight separation. Mold that can be removed with detail.
Int Trim	Good	No obvious damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
Glass	Good	No obvious damage. Numerous small pits. Light scratches visible on close inspection.
Headliner	Good	No damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
EXTERIOR		
Body	Minor Damage	Noticeable or multiple parking lot dings. 1-3 dents or creases no greater than 1 credit card in size. No large impacts or collision dents. No surface rust.

Condition	Description
Paint Minor Wear	Numerous small chips. 1-3 small scrapes no greater than 1 credit card in size. Discoloration that can be polished out. Checking on 1-2 panels. Subtle mismatched paint on 1-2 panels.
Ext Trim Good	No damage. No dents. No impact damage. Good shine on chrome or bumper covers. Color-keyed sections in good condition. 1-3 slight scratches or marks.
MECHANICAL	
Engine Well Maintained	Engine compartment generally clean. No obvious leaks. All accessories in good working condition. Recommended maintenance performed. Service records well documented.
Transmission Well Maintained	Transmission housing, transaxle, differential, transfer case areas generally clean. No obvious leaks. Recommended maintenance performed. Service records well documented.
TIRES	
Front Tires Good	Tires are in good condition. 30-79% of tread remains.
Rear Tires Good	Tires are in good condition. 30-79% of tread remains.

Having a clean, well maintained vehicle will add to its market value Prior body damage, rust, extensive interior damage or mechanical problems will all decrease the market value of this vehicle.

Replacement Vehicles **2003 Hyundai Tiburon GT 2D Hatchback**

The following replacement vehicles may include a sampling of the actual vehicles used to calculate the selling price. The replacement vehicles represent vehicles that have recently been offered for sale in the marketplace. These vehicles have similar attributes and characteristics to the total loss vehicle.

Dealer Inventory Vehicles			
1	2003 Hyundai Tiburon GT 2D Hatchback	Last Listed 01/31/08	Last Price \$9,934
	Details	First Listed	First Price
	73,717 Miles	Location Milwaukee, WI	
	VIN: KMHHN65F73U033543	Offered By David Hobbs Honda	
	6 Cylinder 2.7 Engine	Contact Dave Golombowski	
	6 Speed Manual	Stock Number P5349	
	Heated Power Mirrors	Telephone (414) 352-6100	
	Power Brakes	Market Area 532	
	Power Door Locks		
	Power Steering		
	Power Windows		
	Leather Seats		
	Split Folding Rear Seat		
	Compact Disc W/Tape		
	Infinity Sound System		
	Theft Deterrent System		
	Aluminum/Alloy Wheels		
	Air Conditioning		
	Cruise Control		
	Rear Window Defroster		
	Rem Trunk-L/Gate Release		
	Tilt Steering Wheel		
	Center Console		
	Dual Airbags		
	Fog Lights		
	Intermittent Wipers		
	Keyless Entry System		
	Leather Steering Wheel		
	Lighted Entry System		
	Overhead Console		
	Rear Spoiler		
	Side Airbags		
	Sport Suspension		
	Tachometer		
	Tinted Glass		
2	2003 Hyundai Tiburon GT 2D Hatchback	Last Listed 02/03/08	Last Price \$11,995
	Details	First Listed	First Price
	55,564 Miles	Location Sheboygan, WI	
	VIN: KMHHN65F03U095821	Offered By ERNIE VON SCHLEDORN FORD	
	6 Cylinder 2.7 Engine	MERCURY	
	Heated Power Mirrors	Stock Number FT10079A	
	Power Brakes	Telephone (888) 705-2362	
	Power Steering	Market Area 530	
	Power Windows		
	Leather Seats		
	Split Folding Rear Seat		
	Compact Disc W/Tape		
	Infinity Sound System		
	Theft Deterrent System		
	Aluminum/Alloy Wheels		
	Air Conditioning		
	Cruise Control		
	Rear Window Defroster		
	Rem Trunk-L/Gate Release		
	Tilt Steering Wheel		
	Center Console		
	Dual Airbags		
	Fog Lights		
	Intermittent Wipers		
	Keyless Entry System		
	Leather Steering Wheel		
	Lighted Entry System		
	Overhead Console		
	Rear Spoiler		

Rear Window Wiper/Washer
Sport Suspension
Tinted Glass

Side Airbags
Tachometer

3 2003 Hyundai Tiburon GT 2D Hatchback

Details

76,961 Miles
6 Cylinder 2.7 Engine
Heated Power Mirrors
Power Door Locks
Power Windows
Split Folding Rear Seat
Infinity Sound System
Aluminum/Alloy Wheels
Cruise Control
Rem Trunk-L/Gate Release
Center Console
Fog Lights
Keyless Entry System
Lighted Entry System
Rear Spoiler
Side Airbags
Tachometer

VIN: KMHHN65F73U007167
6 Speed Transmission
Power Brakes
Power Steering
Leather Seats
Compact Disc W/Tape
Theft Deterrent System
Air Conditioning
Rear Window Defroster
Tilt Steering Wheel
Dual Airbags
Intermittent Wipers
Leather Steering Wheel
Overhead Console
Rear Window Wiper/Washer
Sport Suspension
Tinted Glass

Last Listed 02/03/08

Last Price \$10,450

First Listed

First Price

Location Kenosha, WI
Offered By HUGASIAN MOTORS
Stock Number 9457
Telephone (888) 230-5455
Market Area 531

4 2003 Hyundai Tiburon GT 2D Hatchback

Details

59,766 Miles
6 Cylinder 2.7 Engine
Heated Power Mirrors
Power Door Locks
Power Windows
Split Folding Rear Seat
Infinity Sound System
Aluminum/Alloy Wheels
Cruise Control
Rem Trunk-L/Gate Release
Center Console
Fog Lights
Keyless Entry System
Lighted Entry System
Rear Spoiler
Side Airbags
Tachometer

VIN: KMHHN65F03U073317
Automatic Transmission
Power Brakes
Power Steering
Leather Seats
Compact Disc W/Tape
Theft Deterrent System
Air Conditioning
Rear Window Defroster
Tilt Steering Wheel
Dual Airbags
Intermittent Wipers
Leather Steering Wheel
Overhead Console
Rear Window Wiper/Washer
Sport Suspension
Tinted Glass

Last Listed 02/03/08

Last Price \$11,599

First Listed

First Price

Location Milwaukee, WI
Offered By CARMAX
Stock Number 4668493
Telephone (262) 207-6202
Market Area 532

5 2003 Hyundai Tiburon GT 2D Hatchback

Details

30,000 Miles
6 Cylinder 2.7 Engine
Power Brakes
Power Steering
Leather Seats
Compact Disc W/Tape
Theft Deterrent System
Air Conditioning
Rear Window Defroster
Tilt Steering Wheel
Dual Airbags
Intermittent Wipers
Leather Steering Wheel
Overhead Console
Rear Window Wiper/Washer
Sport Suspension
Tinted Glass

VIN: KMHHN65F13U049558
Heated Power Mirrors
Power Door Locks
Power Windows
Split Folding Rear Seat
Infinity Sound System
Aluminum/Alloy Wheels
Cruise Control
Rem Trunk-L/Gate Release
Center Console
Fog Lights
Keyless Entry System
Lighted Entry System
Rear Spoiler
Side Airbags
Tachometer

Last Listed 02/03/08

Last Price \$12,990

First Listed

First Price

Location Milwaukee, WI
Offered By FRONTIER SUPER STORE
Stock Number 23969
Telephone (888) 306-8935
Market Area 532

6 2003 Hyundai Tiburon GT 2D Hatchback

Details

77,163 Miles
VIN: KMHHN65F43U057279

Last Listed 02/03/08

Last Price \$8,950

First Listed

First Price

Location Milwaukee, WI

6 Cylinder 2.7 Engine
 Heated Power Mirrors
 Power Door Locks
 Power Windows
 Split Folding Rear Seat
 Infinity Sound System
 Aluminum/Alloy Wheels
 Cruise Control
 Rem Trunk-L/Gate Release
 Center Console
 Fog Lights
 Keyless Entry System
 Lighted Entry System
 Rear Spoiler
 Side Airbags
 Tachometer

6 Speed Transmission
 Power Brakes
 Power Steering
 Leather Seats
 Compact Disc W/Tape
 Theft Deterrent System
 Air Conditioning
 Rear Window Defroster
 Tilt Steering Wheel
 Dual Airbags
 Intermittent Wipers
 Leather Steering Wheel
 Overhead Console
 Rear Window Wiper/Washer
 Sport Suspension
 Tinted Glass

Offered By MCADAMSCARS.COM
 Stock Number CD043
 Telephone (414) 604-2000
 Market Area 532

7 2003 Hyundai Tiburon GT 2D Hatchback

79,191 Miles
 6 Cylinder 2.7 Engine
 Heated Power Mirrors
 Power Door Locks
 Power Windows
 Split Folding Rear Seat
 Compact Disc W/Tape
 Theft Deterrent System
 Air Conditioning
 Rear Window Defroster
 Tilt Steering Wheel
 Dual Airbags
 Intermittent Wipers
 Leather Steering Wheel
 Overhead Console
 Rear Window Wiper/Washer
 Sport Suspension
 Tinted Glass

Details
 VIN: KMHHN65F43U024718
 Manual Transmission
 Power Brakes
 Power Steering
 Leather Seats
 Alarm System
 Infinity Sound System
 Aluminum/Alloy Wheels
 Cruise Control
 Rem Trunk-L/Gate Release
 Center Console
 Fog Lights
 Keyless Entry System
 Lighted Entry System
 Rear Spoiler
 Side Airbags
 Tachometer

Last Listed: 02/03/08 Last Price: \$8,995
 First Listed First Price
 Location Milwaukee, WI
 Offered By JOHN PAUL'S GREENFIELD PONTIAC
 BUICK GMC SUZUKI
 Stock Number PN8229B
 Telephone (866) 415-8315
 Market Area 532

8 2003 Hyundai Tiburon GT 2D Hatchback

66,154 Miles
 6 Cylinder 2.7 Engine
 Heated Power Mirrors
 Power Door Locks
 Power Windows
 Split Folding Rear Seat
 Infinity Sound System
 Aluminum/Alloy Wheels
 Cruise Control
 Rem Trunk-L/Gate Release
 Center Console
 Fog Lights
 Keyless Entry System
 Lighted Entry System
 Rear Spoiler
 Side Airbags
 Tachometer

Details
 VIN: KMHHN65F33U092461
 Automatic Transmission
 Power Brakes
 Power Steering
 Leather Seats
 Compact Disc W/Tape
 Theft Deterrent System
 Air Conditioning
 Rear Window Defroster
 Tilt Steering Wheel
 Dual Airbags
 Intermittent Wipers
 Leather Steering Wheel
 Overhead Console
 Rear Window Wiper/Washer
 Sport Suspension
 Tinted Glass

Last Listed: 01/20/08 Last Price: \$11,995
 First Listed First Price
 Location Milwaukee, WI
 Offered By Brown Deer Sales
 Contact Linda Mcgee
 Stock Number 11053
 Telephone (414) 365-1455
 Market Area 532

9 2003 Hyundai Tiburon GT 2D Hatchback

114,115 Miles
 6 Cylinder 2.7 Engine
 Power Brakes
 Power Steering
 Leather Seats
 Compact Disc W/Tape
 Theft Deterrent System

Details
 VIN: KMHHN65F53U051703
 Heated Power Mirrors
 Power Door Locks
 Power Windows
 Split Folding Rear Seat
 Infinity Sound System
 Aluminum/Alloy Wheels

Last Listed: 12/30/07 Last Price: \$8,990
 First Listed First Price
 Location Milwaukee, WI
 Offered By AMATO MAZDA
 Stock Number H7980A
 Telephone (866) 867-5975
 Market Area 532

- Air Conditioning
- Rear Window Defroster
- Tilt Steering Wheel
- Dual Airbags
- Intermittent Wipers
- Leather Steering Wheel
- Overhead Console
- Rear Window Wiper/Washer
- Sport Suspension
- Tinted Glass
- Cruise Control
- Rem Trunk-L/Gate Release
- Center Console
- Fog Lights
- Keyless Entry System
- Lighted Entry System
- Rear Spoiler
- Side Airbags
- Tachometer

10 2003 Hyundai Tiburon GT 2D Hatchback

Details

- 52,439 Miles
- 6 Speed Transmission
- Power Brakes
- Power Steering
- Leather Seats
- Compact Disc W/Tape
- Theft Deterrent System
- Air Conditioning
- Rear Window Defroster
- Tilt Steering Wheel
- Dual Airbags
- Intermittent Wipers
- Leather Steering Wheel
- Overhead Console
- Rear Window Wiper/Washer
- Sport Suspension
- Tinted Glass
- 6 Cylinder 2.7 Engine
- Heated Power Mirrors
- Power Door Locks
- Power Windows
- Split Folding Rear Seat
- Infinity Sound System
- Aluminum/Alloy Wheels
- Cruise Control
- Rem Trunk-L/Gate Release
- Center Console
- Fog Lights
- Keyless Entry System
- Lighted Entry System
- Rear Spoiler
- Side Airbags
- Tachometer

Last Listed 12/20/07

Last Price \$10,990

First Listed

First Price

Location Oconomowoc, WI

Offered By Auto Connectionz

Telephone (262) 569-1600

Market Area 530

11 2003 Hyundai Tiburon GT 2D Hatchback

Details

- 52,439 Miles
- 6 Speed Transmission
- Power Brakes
- Power Steering
- Leather Seats
- Compact Disc W/Tape
- Theft Deterrent System
- Air Conditioning
- Rear Window Defroster
- Tilt Steering Wheel
- Dual Airbags
- Intermittent Wipers
- Leather Steering Wheel
- Overhead Console
- Rear Window Wiper/Washer
- Sport Suspension
- Tinted Glass
- 6 Cylinder 2.7 Engine
- Heated Power Mirrors
- Power Door Locks
- Power Windows
- Split Folding Rear Seat
- Infinity Sound System
- Aluminum/Alloy Wheels
- Cruise Control
- Rem Trunk-L/Gate Release
- Center Console
- Fog Lights
- Keyless Entry System
- Lighted Entry System
- Rear Spoiler
- Side Airbags
- Tachometer

Last Listed 12/20/07

Last Price \$10,990

First Listed

First Price

Location Milwaukee, WI

Stock Number 4785

Telephone (888) 283-0642

Market Area 532

12 2003 Hyundai Tiburon STD 2D Hatchback

Details

- 51,196 Miles
- 4 Cylinder 2.0 Engine
- Heated Power Mirrors
- Power Door Locks
- Power Windows
- Velour/Cloth Seats
- Compact Disc Player
- Air Conditioning
- Rear Window Defroster
- Tilt Steering Wheel
- Dual Airbags
- Intermittent Wipers
- Lighted Entry System
- Rear Spoiler
- VIN: KMHHM65DX3U032193
- Manual Transmission
- Power Brakes
- Power Steering
- Split Folding Rear Seat
- Alarm System
- Aluminum/Alloy Wheels
- Cruise Control
- Rem Trunk-L/Gate Release
- Center Console
- Fog Lights
- Keyless Entry System
- Overhead Console
- Rear Window Wiper/Washer

Last Listed 02/03/08

Last Price \$8,995

First Listed

First Price

Location Milwaukee, WI

Offered By Wilde Toyota

Contact Eric Schoessow

Stock Number U47932

Telephone (414) 545-8010

Market Area 532

Side Airbags
Tinted Glass

Tachometer

13 2003 Hyundai Tiburon STD 2D Hatchback

36,028 Miles
5 Speed Transmission
Power Brakes
Power Steering
Split Folding Rear Seat
Alarm System
Aluminum/Alloy Wheels
Cruise Control
Rem Trunk-L/Gate Release
Anti-lock Brakes
Dual Airbags
Intermittent Wipers
Lighted Entry System
Rear Spoiler
Side Airbags
Tinted Glass

Details

4 Cylinder 2.0 Engine
Heated Power Mirrors
Power Door Locks
Power Windows
Velour/Cloth Seats
Compact Disc Player
Air Conditioning
Rear Window Defroster
Tilt Steering Wheel
Center Console
Fog Lights
Keyless Entry System
Overhead Console
Rear Window Wiper/Washer
Tachometer

Last Listed 01/10/08

Last Price \$9,990

First Listed

First Price

Location Milwaukee, WI
Stock Number 4745
Telephone (888) 283-0642
Market Area 532

14 2003 Hyundai Tiburon STD 2D Hatchback

36,028 Miles
4 Cylinder 2.0 Engine
Heated Power Mirrors
Power Door Locks
Power Windows
Velour/Cloth Seats
Compact Disc Player
Air Conditioning
Rear Window Defroster
Tilt Steering Wheel
Dual Airbags
Intermittent Wipers
Lighted Entry System
Rear Spoiler
Side Airbags
Tinted Glass

Details

VIN: KMHHM65D83U099004
5 Speed Transmission
Power Brakes
Power Steering
Split Folding Rear Seat
Alarm System
Aluminum/Alloy Wheels
Cruise Control
Rem Trunk-L/Gate Release
Center Console
Fog Lights
Keyless Entry System
Overhead Console
Rear Window Wiper/Washer
Tachometer

Last Listed 02/04/08

Last Price \$9,990

First Listed

First Price

Location Oconomowoc, WI
Offered By Auto Connectionz
Telephone (262) 569-1600
Market Area 530

15 2003 Hyundai Tiburon STD 2D Hatchback

48,573 Miles
4 Cylinder 2.0 Engine
Heated Power Mirrors
Power Door Locks
Power Windows
Velour/Cloth Seats
Compact Disc Player
Air Conditioning
Rear Window Defroster
Tilt Steering Wheel
Dual Airbags
Intermittent Wipers
Lighted Entry System
Rear Spoiler
Side Airbags
Tinted Glass

Details

VIN: KMHHM65D63U072884
Automatic Transmission
Power Brakes
Power Steering
Split Folding Rear Seat
Alarm System
Aluminum/Alloy Wheels
Cruise Control
Rem Trunk-L/Gate Release
Center Console
Fog Lights
Keyless Entry System
Overhead Console
Rear Window Wiper/Washer
Tachometer

Last Listed 01/06/08

Last Price \$8,999

First Listed

First Price

Location Sheboygan, WI
Offered By VAN HORN DODGE
Stock Number 11039
Telephone (866) 468-0862
Market Area 530

16 2003 Hyundai Tiburon STD 2D Hatchback

56,099 Miles
4 Cylinder 2.0 Engine
Heated Power Mirrors
Power Door Locks
Power Windows

Details

VIN: KMHHM65D33U096821
5 Speed Transmission
Power Brakes
Power Steering
Split Folding Rear Seat

Last Listed 02/03/08

Last Price \$10,995

First Listed

First Price

Location Menomonee Falls, WI
Offered By Von Schledorn Pontiac
Contact Rick Riazi
Stock Number VW21905B
Telephone (262) 255-6000

Velour/Cloth Seats Compact Disc Player Air Conditioning Rear Window Defroster Tilt Steering Wheel Dual Airbags Intermittent Wipers Lighted Entry System Rear Spoiler Side Airbags Tinted Glass	Alarm System Aluminum/Alloy Wheels Cruise Control Rem Trunk-L/Gate Release Center Console Fog Lights Keyless Entry System Overhead Console Rear Window Wiper/Washer Tachometer	Market Area 530
17 2003 Hyundai Tiburon STD 2D Hatchback	Details VIN: KMHHM65D73U103320 65,769 Miles 4 Cylinder 2.0 Engine Heated Power Mirrors Power Door Locks Power Windows Velour/Cloth Seats Compact Disc Player Air Conditioning Rear Window Defroster Tilt Steering Wheel Dual Airbags Intermittent Wipers Lighted Entry System Rear Spoiler Side Airbags Tinted Glass	Last Listed 11/25/07 Last Price \$8,995 First Listed First Price Location Racine, WI Offered By D'ACQUISTO MOTORS Contact Frank Dacquisto Telephone (262) 635-9999 Market Area 534

The following vehicles were not considered in the calculation of the selling price. However, they may facilitate in finding a replacement vehicle. These vehicles have similar attributes to the loss vehicle but may vary in year and type.

Newer Dealer Inventory Vehicles		
18 2004 Hyundai Tiburon GT 2D Hatchback	Details VIN: KMHHN65F14U137642 25,024 Miles 6 Cylinder 2.7 Engine Heated Power Mirrors Power Door Locks Power Windows Split Folding Rear Seat Compact Disc W/Tape Theft Deterrent System Air Conditioning Rear Window Defroster Tilt Steering Wheel Dual Airbags Intermittent Wipers Lighted Entry System Rear Spoiler Side Airbags Tachometer Tonneau/Cargo Cover	Last Listed 11/08/07 Last Price \$12,978 First Listed First Price Source Dealer Specialties Inspected Location Milwaukee, WI Offered By Hall Mazda Contact Bill Hunt Stock Number 70840B Telephone (262) 782-5300 Market Area 532
19 2004 Hyundai Tiburon 2D Hatchback	Details VIN: KMHHN65F84U130798 32,611 Miles 6 Cylinder 2.7 Engine Heated Power Mirrors Power Door Locks Power Windows Velour/Cloth Seats Compact Disc Player Power Sunroof Air Conditioning Rear Window Defroster	Last Listed 02/03/08 Last Price \$12,995 First Listed First Price Location Milwaukee, WI Offered By Brookfield Pontiac Gmc Contact Richard Cattz Stock Number H73000A Telephone (262) 781-1300 Market Area 532

Tilt Steering Wheel	Center Console
Dual Airbags	Fog Lights
Intermittent Wipers	Keyless Entry System
Lighted Entry System	Overhead Console
Rear Spoiler	Rear Window Wiper/Washer
Side Airbags	Tachometer
Tinted Glass	Tonneau/Cargo Cover

20 2004 Hyundai Tiburon 2D Hatchback

Details	
35,682 Miles	VIN: KMHHM65D14U139196
Heated Power Mirrors	Power Brakes
Power Door Locks	Power Steering
Power Windows	Split Folding Rear Seat
Velour/Cloth Seats	Alarm System
Aluminum/Alloy Wheels	Air Conditioning
Cruise Control	Rear Window Defroster
Rem Trunk-L/Gate Release	Tilt Steering Wheel
Center Console	Dual Airbags
Fog Lights	Intermittent Wipers
Keyless Entry System	Lighted Entry System
Overhead Console	Rear Spoiler
Rear Window Wiper/Washer	Side Airbags
Tachometer	Tinted Glass
Tonneau/Cargo Cover	Exterior: Black

Last Listed	11/12/07	Last Price	\$10,627
First Listed		First Price	
Source	Dealer Access		
Location	Milwaukee, WI		
Offered By	Hub Chrysler Plymouth Jeep Eagle		
Contact	Scott Resinkowski		
Stock Number	7PC104A		
Telephone	(414) 327-2400		
Market Area	532		

Original Equipment Guide

2003 Hyundai Tiburon GT 2D Hatchback

Engine Options

* 6 Cylinder 2.7 Engine STD

Transmission Options

5 Speed Manual	STD
6 Speed Manual	\$0
* 4 Speed Automatic	\$900

Other Optional Equipment

* Anti-lock Brakes	\$499
* Center Console	STD
* Dual Airbags	STD
* Fog Lights	STD
* Intermittent Wipers	STD
* Keyless Entry System	STD
* Lighted Entry System	STD
* Leather Steering Wheel	STD
* Overhead Console	STD
* Rear Window Wiper/Washer	STD
* Side Airbags	STD
* Rear Spoiler	STD
* Sport Suspension	STD
* Tachometer	STD
* Tinted Glass	STD

Convenience Options

* Air Conditioning	STD
* Cruise Control	STD
* Rear Window Defroster	STD
* Rem Trunk-L/Gate Release	STD
* Tilt Steering Wheel	STD

Power Accessories

* Heated Power Mirrors	STD
* Power Brakes	STD
* Power Door Locks	STD
* Power Steering	STD
* Power Windows	STD

Radio/Phone/Alarm Options

* Alarm System	\$285
* Compact Disc W/Tape	STD
* Infinity Sound System	STD
* Theft Deterrent System	STD

Seat Options

* Leather Seats	STD
* Split Folding Rear Seat	STD
Velour/Cloth Seats	

Roof Options

* Power Moonroof	\$649
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Wheel Options

* Aluminum/Alloy Wheels	STD
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Option Packages

Sprint Package		Includes Cloth Seat Trim; Anti-Lock Brakes; Aluminum Foot Pedals.
UltraSports Package	\$850	Includes Body Colored High Spoiler; Aluminum Foot Pedals.
		Base retail price \$18,494

Loss Vehicle manufacturer's suggested retail price as reported	\$20,827
---	-----------------

Editions available for the same body style (in order of original cost, increasing): STD, *GT

* Indicates loss vehicle equipment.

Vehicle Locator Service

2003 Hyundai Tiburon GT 2D Hatchback

After your claim is settled, Autosource provides free assistance in locating your next vehicle. Your request can be submitted online 24hrs. per day at www.support.audatex.us/vls.asp. Please click the Online Submission link and then click the Vehicle Locator Service Form link to complete the VLS form. Or you can call us Monday through Friday, between 8:00 AM and 5:00 PM, Pacific time at (800)351-3133, ext 7428. Our specialists will work with you to find a new or used vehicle in your area.

Loss Vehicle Valuation

2003 Hyundai Tiburon GT 2D Hatchback

Autosource has been chosen by **The Travelers** to assist in establishing a fair and reasonable market value for your vehicle. We are proud to offer you the most current and comprehensive automotive valuations available today.

Your vehicle was inspected and/or described to Autosource by a trained representative of The Travelers. Autosource has evaluated all aspects of your vehicle provided by The Travelers as well as those features identified by the Vehicle Identification Number (VIN) or known to be standard equipment for your vehicle.

The market value of your vehicle is determined by comparing it to other vehicles in your area of similar make, model, equipment, mileage and condition that have been offered for sale or sold. The sources for this comparison include new and used car dealers, newspapers, traders, specialty journals and the Internet. Our exclusive Dealer Access program provides us with electronic inventories from thousands of affiliated dealers in North America.

Each week, over **2,400,000 vehicles** are listed from these sources, representing over 100,000 dealerships and 3400 publications, making our database the largest in the industry. We utilize the industry's largest electronic network and leading edge technology to provide you with the most current inspected, surveyed or advertised market data. We will find the closest vehicle matches in the area nearest your home.

About Your Valuation

2003 Hyundai Tiburon GT 2D Hatchback

This report contains proprietary information of Audatex and shall not be disclosed to any third party (other than the insured or claimant) without Audatex's prior written consent. If you are the insured or claimant and have questions regarding the description of your vehicle, please contact the insurance company that is handling your claim. Information within VINsource/NICB is provided solely to identify potential duplicative claims activity. User agrees to use such information solely for lawful purposes.

Tax rates contained herein are based on general sales tax data provided by Vertex Inc. Excise, use, registration, licensing and other taxes and fees that may be applicable are not included. Audatex makes no representations or warranties concerning the applicability or accuracy of such tax data.

Report Generated by Audatex, a Solera Company

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13000 West Capitol Drive • P.O. Box 1530 • Brookfield, WI 53008-1530

262-781-1300
www.bpgmc.com

RECEIVED
MAR 4 2008
WESTALLIS
CITY ATTORNEY

CUSTOMER NO. 122570	ADVISOR JOHN DONAGHY	TAG NO. 290	INVOICE DATE 02/11/08	INVOICE NO. PNCB109163
LINDA YATSO 2092 S 102ND ST #317 WEST ALLIS, WI 53227	LABOR RATE	LICENSE NO. 801EHA	MILEAGE 41,907	COLOR RED/
	YEAR / MAKE / MODEL 03/HYUNDAI/TIBURON/2 DOOR COUPE			DELIVERY DATE
	VEHICLE I.D. NO. K M H H N 6 5 F 0 3 U 0 5 0 3 3 1			DELIVERY MILES
	F.T.E. NO.			SELLING DEALER NO.
RESIDENCE PHONE 414-546-9564	BUSINESS PHONE	COMMENTS	R.O. DATE 02/04/08	PRODUCTION DATE

LABOR				
J# 1 64PNZ	BODY	HOURS:	TECH(S):392	0.00
ACCIDENT DAMAGE				
TOTAL - LABOR				0.00
SUBLET	PO#	VEND INV#	INV. DATE-DESCRIPTION	
JOB # 1	62069	68803	02/11/08 TOWING	109.00
TOTAL - SUBLET				109.00
ESTIMATE				
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$114.56 (+TAX)				
COMMENTS				
TOW IN N&S TOTAL LOSS VEHICLE CUSTOMER TO PAY TOTAL SEND CUSTOMER BILL				
TOTALS				
[] CASH	TOTAL LABOR....			0.00
[] CHECK #	TOTAL PARTS....			0.00
[] CR CARD VISA, MASTER CARD, AMERICAN EXPRESS OR DISCOVER	TOTAL SUBLET...			109.00
	TOTAL G.O.G....			0.00
	TOTAL MISC CHG.			0.00
	TOTAL MISC DISC			0.00
	TOTAL TAX.....			5.56
TOTAL INVOICE \$				114.56

DEPARTMENT HOURS

SERVICE

MONDAY - THURSDAY
7:00 AM - 7:00 PM

FRIDAY
7:00 AM - 6:00 PM

SATURDAY
8:00 AM - NOON

PARTS

MONDAY - THURSDAY
7:30 AM - 7:00 PM

FRIDAY
7:30 AM - 6:00 PM

SATURDAY
8:00 AM - NOON

"Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911."

ADDITIONAL WORK AUTHORIZED BY:

NAME _____

DATE _____ TIME _____

NO. CALLED _____

NEW TOTAL ESTIMATE _____

THANK YOU FOR LETTING US SERVE YOU TODAY. IN DAYS TO COME YOU MAY RECEIVE A SURVEY FROM THE MANUFACTURER. PLEASE TAKE THE TIME TO FILL IT OUT AND RETURN IT. IF YOU CAN NOT ANSWER COMPLETELY SATISFIED FOR ANY REASON, PLEASE CONTACT US AT 262-781-1300. YOUR COMPLETE SATISFACTION IS OUR NO. 1 GOAL. THANKS FROM ALL OF US AT BROOKFIELD PONTIAC-GMC

CUSTOMER SIGNATURE _____
***** DUPLICATE INVOICE *****

*paid 2/14 -
credit card.
(master card)*

WARRANTY ON PARTS AND LABOR
12 MONTHS OR 12,000 MILES

RECEIVED

NOV 1 1954

ATTORNEY GENERAL

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D. C. 20530

MEMORANDUM FOR THE ATTORNEY GENERAL

DATE: NOVEMBER 1, 1954

FROM: [Illegible]

SUBJECT: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

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32. [Illegible]

33. [Illegible]

34. [Illegible]



Dealer Code 48032

DON JACOBS TOYOTA

5727 S. 27TH STREET
MILWAUKEE, WISCONSIN 53221

(414) 281-3100

VIN#: 1NXBR32E58Z036405

RA NO. 4590

RECEIVED

MAR 4 2008

RENTAL AGREEMENT PAGE 1

TRAC 24 Hour Roadside Assistance (800) 599-6766

AUTHORIZED SYSTEM MEMBER

RENTER NAME LINDA YATSO		TO BE PAID BY		VEHICLE NUMBER 80825T WESTALLIS		LICENSE NUMBER DJTOY 44		STATE WI	
HOME ADDRESS 2092 S. 102ND ST. #317		VERIFIED		YEAR - VEHICLE MAKE 2008 TOYOTA		MODEL AND COLOR COROLLA GRAY		DATE AND TIME 02/08/2008	
CITY WEST ALLIS		STATE WI		ZIP CODE 53227		MILEAGE IN IN		MILEAGE OUT OUT	
DRIVER'S LICENSE NUMBER Y3205365175004		EXPIRES 07/10/2013		MILES DRIVEN 1 0 0 0 0		DATE AND TIME 02/08/2008		MAXIMUM PAYLOAD 133 AM P.M.	
BIRTH DATE 07/10/1951		HOME TELEPHONE (414) 665-5152		VERIFIED		I AGREE TO RETURN THE RENTED VEHICLE TO THE ABOVE LOCATION ON OR BEFORE DATE DUE IN 12:00 P.M.		DATE EXTENDED 02/22/2008	
LOCAL CONTACT ADDRESS		PHONE		MILES ALLOWED		CHARGEABLE MILES		INITIAL	
EMPLOYER'S NAME WESTALLIS		VERIFIED		REFERRED BY DON JAC		DEPOSIT \$		EXTEND TO DATE	
EMPLOYER'S ADDRESS		CITY STATE ZIP CODE		BILL TO NAME		PHONE NUMBER		VERIFIED	
ADDRESS		CITY STATE ZIP CODE		FUEL		DAMAGE DESCRIPTION		SHOP NAME	
AUTHORIZED BY: AMOUNT AUTHORIZED \$0.00		THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS. IF NONE, PRINT "NONE" ACROSS THIS SECTION AND HAVE SIGNED BY CUSTOMER.		NAME OF INSURED UNKNOWN		COMPANY NAME UNKNOWN		DATE OF LOSS	
ADDITIONAL DRIVER NAME NONE		LICENSE NO. STATE BIRTHDATE		UNLESS OTHERWISE PROVIDED BY LAW, BY INITIATING, CUSTOMER ACCEPTS OR DECLINES COMPREHENSIVE/COLLISION DAMAGE WAIVER (C/CDW) AT RATES LISTED. UNLESS PROHIBITED BY LAW, IF THE WAIVER IS DECLINED, CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALL LOSS/DAMAGE AS DESCRIBED IN PARAGRAPH 4(g) ON PAGE 2 TO THE RENTED VEHICLE UP TO THE LESSER OF THE MAXIMUM ALLOWED BY LAW OR THE FULL VALUE OF THE VEHICLE AT THE TIME OF RENTAL , REGARDLESS OF CAUSE. NOTICE: WAIVER DOES NOT COVER LOSS OR DAMAGE RESULTING FROM ANY VIOLATION OF PARAGRAPH 1 OR 2 OR EXCLUDED FROM THE WAIVER BY SECTION 4(g), ON PAGE 2 OF THIS AGREEMENT.		CL # / RO / PO		RATES DO NOT INCLUDE FUEL	
ADDITIONAL DRIVER NAME NONE		LICENSE NO. STATE BIRTHDATE		COMPREHENSIVE/COLLISION DAMAGE WAIVER IS NOT INSURANCE		MILES @ UNL c		RENTAL CHARGES	
SIGNATURE		RATE N/A		SIGNATURE		HOURS @ \$		MILES @ \$	
X N/A ACCEPTS		X N/A DECLINES		REMARKS		DAYS 7 @ \$ 14.00		WEEKS @ \$	
X N/A ACCEPTS		X N/A DECLINES		<ul style="list-style-type: none"> NO PETS NO SMOKING RETURN INSPECTION REQUIRED MUST BE AT LEAST 21 YEARS OLD FUEL MUST BE AT LEVEL RECEIVED I AGREE THAT I CARRY FULL COVERAGE AUTO INSURANCE 		CALENDAR DAY/24 HOUR H		TOTAL TIME AND MILEAGE 3.00	
I AGREE TO THE ABOVE TERMS: X		SIGNATURE		<p>SALES TAX OR SURCHARGE 5.60%</p> <p>NON-TAXABLE FUEL GAL. @ \$</p> <p>NON-TAXABLE C/C DAMAGE WAIVER 26</p> <p>LESS REFUND FOR:</p>		TOTAL CHARGES		TAXABLE FUEL GAL. @ \$	
CREDIT CARD IMPRINT		CREDIT CARD NUMBER		<p>LESS DEPOSITS</p> <p>NET DUE MEMBER</p> <p>NET DUE CUSTOMER</p> <p>AMOUNT DUE</p>		TOTAL CHARGES		SUBTOTAL	
XXXXXXX		EXPIRES:		<p>CHARGED</p> <p>AMEX</p> <p>CB</p> <p>DC</p> <p>MC</p> <p>VISA</p> <p>CARD VERIFIED</p> <p>EXPIRES OTHER</p>		TOTAL CHARGES		COMPREHENSIVE/COLLISION DAMAGE WAIVER NOT AVAILABLE	
<p>THIS RENTAL AGREEMENT IS NOT A POLICY OF INSURANCE. MEMBER'S INSURANCE POLICY ONLY PROVIDES INSURANCE FOR THE STATE MINIMUM FINANCIAL RESPONSIBILITY LIMITS.</p> <p>• READ ALL DRIVING RESTRICTIONS ON THE REVERSE SIDE CAREFULLY. YOU ARE RESPONSIBLE FOR ALL TRAFFIC VIOLATIONS AND MUST TURN IN ALL SUMMONSES UPON CHECK IN.</p> <p>• REPORT ALL ACCIDENTS IMMEDIATELY.</p> <p>• OPERATION OF THE VEHICLE IN VIOLATION OF PARAGRAPH 2 IS PROHIBITED.</p> <p>• CUSTOMER MAY BE PROSECUTED IF VEHICLE IS NOT RETURNED WHEN DUE IN.</p> <p>• IF BILL TO PARTY DEFAULTS FOR ANY REASON, RENTER ASSUMES ALL RESPONSIBILITY FOR CHARGES.</p>		<p>THIS AGREEMENT MAY NOT EXCEED A ONE MONTH PERIOD</p> <p>CLOSED SUBJECT TO FINAL AUDIT</p>		<p>PAID \$</p> <p>REFUNDED \$</p> <p>CUSTOMER INITIALS X</p> <p>CHECKED OUT BY: CARRIE</p> <p>CHECKED IN BY:</p>		<p>SALES TAX OR SURCHARGE 5.60%</p> <p>NON-TAXABLE FUEL GAL. @ \$</p> <p>NON-TAXABLE C/C DAMAGE WAIVER 26</p> <p>LESS REFUND FOR:</p>		<p>TOTAL CHARGES</p> <p>LESS DEPOSITS</p> <p>NET DUE MEMBER</p> <p>NET DUE CUSTOMER</p> <p>AMOUNT DUE</p>	
<p>CUSTOMER HAS READ BOTH SIDES OF THIS AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS THEREOF. CUSTOMER AUTHORIZES MEMBER TO PROCESS A CREDIT CARD VOUCHER, IF ANY, IN CUSTOMER'S NAME.</p> <p>X</p> <p>THANK YOU, WE APPRECIATE YOUR BUSINESS!</p>		<p>THIS AGREEMENT MAY NOT EXCEED A ONE MONTH PERIOD</p> <p>CLOSED SUBJECT TO FINAL AUDIT</p>		<p>PAID \$</p> <p>REFUNDED \$</p> <p>CUSTOMER INITIALS X</p> <p>CHECKED OUT BY: CARRIE</p> <p>CHECKED IN BY:</p>		<p>SALES TAX OR SURCHARGE 5.60%</p> <p>NON-TAXABLE FUEL GAL. @ \$</p> <p>NON-TAXABLE C/C DAMAGE WAIVER 26</p> <p>LESS REFUND FOR:</p>		<p>TOTAL CHARGES</p> <p>LESS DEPOSITS</p> <p>NET DUE MEMBER</p> <p>NET DUE CUSTOMER</p> <p>AMOUNT DUE</p>	

We, the Dealership identified on page 1 hereby rent to you, the Customer identified on Page 1, the Vehicle described, subject to all the terms and provisions of this Agreement.

1. **Drivers.** Unless otherwise provided by law, you agree that the Vehicle shall be used, operated or driven only by: (a) you; (b) any person who is expressly listed on Page 1 hereof; (c) any qualified licensed drivers at least 21 years of age who is either your spouse or other family member, or your employer or co-worker (if engaged in a business activity with you); or (d) any person who operates the Vehicle in an emergency or while parking at a commercial establishment. By signing this agreement, you acknowledge that you understand the limitation to the use of the Vehicle to authorized drivers as provided in this paragraph 1.
2. **Prohibited Use.** You acknowledge and agree that the Vehicle shall NOT be used: (a) by any person not specified in paragraph 1 above; (b) wherein damage or loss is caused intentionally, willfully, wantonly, or recklessly, or to aid in the theft of the vehicle; (c) while under the influence of drugs or alcohol in violation of State law; (d) to push anything; (e) in off-road use (use on any road or other area that is not hard surfaced and regularly maintained) without our written permission; (f) to carry persons or property for hire or for driver training activity; (g) in connection with conduct or for any purpose that could be properly charged as a felony, such as the illegal transportation of persons, drugs or contraband; (h) in a speed contest; (i) in Mexico or outside the Continental limits of the United States, Alaska, or Canada; (j) by a driver who provided fraudulent information to us; (k) or wherein loss or damage is attributable to the driver leaving the Vehicle unattended with the keys in the Vehicle (excluding valet parking).

IN NO EVENT SHALL YOU SUBRENT OR RELEASE THE VEHICLE TO ANOTHER PERSON OR CORPORATION.

The foregoing conditions are cumulative and each of them shall apply to every use, operation or driving of the Vehicle.

3. **Return of Vehicle.** This Agreement is one of rental only. The Vehicle is our property and shall be returned to our address or at a place we designate and on the date shown on Page 1, or earlier if demanded, together with all tires, tools, accessories, and equipment in the same condition as when received, ordinary wear and tear excepted. Failure to return the Vehicle to the place and on the date as set forth in this Agreement will terminate your permission to use the Vehicle. If the Vehicle is returned to us at any place other than that listed herein, you agree to pay all expenses we incur to have the Vehicle returned. We, or any of our agents or employees, may peacefully repossess the Vehicle, without demand, wherever found and terminate this Rental Agreement if the Vehicle is illegally parked, is used in violation of law or this Agreement, was obtained as the result of any misstatement or fraud, or is apparently abandoned. We shall not in any way be liable to you for damages resulting from such repossession nor for the loss or damage to any of your property contained in the vehicle.
4. **Amounts Due Us.** You shall pay us on demand each of the following: (a) All time and mileage charges as computed on Page 1 of this Agreement with mileage determined by reading the Vehicle odometer. You shall NOT detach the odometer and shall pay for its repair or replacement if any seal has been broken, along with a mileage charge equivalent to the average charge developed from our experience. (b) Basic or minimum rate, service, and other charges shown on Page 1 hereof. (c) Refueling charge if the Vehicle is returned with less fuel than when rented and, as indicated on Page 1 hereof, the rate does not include fuel. (d) All sales, use, excise, or other taxes charged on Page 1 hereof, as reimbursement for taxes paid by us. You are responsible for fuel, weight, and road use permits. (e) All fines, penalties, forfeitures, court costs and out-of-pocket expenses we incur with respect to your use of the Vehicle including parking, traffic, or other violations assessed against us, the Vehicle, or you, unless due to our fault. (f) Our costs and expenses including reasonable attorney's fees (unless prohibited by law), incurred in collecting any payments due hereunder or in repossessing the Vehicle. **(g) Except where prohibited by law, our costs and expenses resulting from loss or damage to the Vehicle while on rental whether or not due to your fault. You are responsible for loss or damage to the Vehicle by fire, theft, collision, upset, or other causes insured under the comprehensive and collision or upset coverage of an automobile physical damage insurance policy up to lesser of the MAXIMUM allowed by law or the full value of the Vehicle at the time of rental. This amount will not be due if you have accepted and paid for the Comprehensive/Collision Damage Waiver provided for on Page 1 of this Agreement at the time of rental and have otherwise complied with the terms and provisions of this Agreement. NOTE: EXCEPT AS OTHERWISE PROVIDED BY LAW, COMPREHENSIVE/COLLISION DAMAGE WAIVER DOES NOT COVER LOSS OR DAMAGE TO THE VEHICLE RESULTING FROM ANY VIOLATION OF THE TERMS OF PARAGRAPH 1. "DRIVERS" OR PARAGRAPH 2. "PROHIBITED USE" OF THIS AGREEMENT, FOR MISSING VEHICLE PARTS OR FOR INTERIOR VEHICLE DAMAGE OTHER THAN NORMAL WEAR AND TEAR CAUSED BY VEHICLE OCCUPANTS INCLUDING ANIMALS.**
5. **Vehicle Insurance.** We have procured a Rental Auto Coverage Policy of insurance which provides coverage for damages because of bodily injury or property damage caused by an accident and resulting from the use of the Vehicle by an authorized driver, as provided in Paragraph 1, who has not engaged in a prohibited use, as provided in Paragraph 2, at the time of the loss (and not otherwise). **THE LIMITS OF LIABILITY AVAILABLE FOR PAYMENT OF A LOSS WHICH OUR RENTAL AUTO COVERAGE POLICY COVERS IS EQUAL TO THE MINIMUM REQUIREMENTS OF ANY APPLICABLE STATE FINANCIAL RESPONSIBILITY LAW OR OTHER SIMILAR LAW OR STATUTE.** Unless required by law, the policy does not include No-Fault, Supplemental No-Fault, Uninsured/Underinsured Motorists coverage or other optional coverages. Where such coverages are required by law, our policy provides them at the minimum required limits, and shall be applicable only after all other valid and collectible insurance has been paid and exhausted to the full limits of all such policies. **UNLESS OTHERWISE REQUIRED BY LAW, OUR POLICY DOES NOT APPLY: (1) to any obligation for which you or any driver of the Vehicle or the employer of either or any insurance carrier, may be held liable under any Worker's Compensation or disability benefits or similar law; (2) to any obligation you or any driver assumes under any express or implied contract; (3) to any of your or any driver's liability, or any employer of either, arising while the Vehicle is being used in violation of the terms and provisions of this Agreement; (4) to medical payments required by persons sustaining injuries while riding or alighting from or getting into or on the Vehicle.** You warrant that all drivers identified in Paragraph 1 above have a valid and collectible automobile liability insurance policy in effect, which provides coverage for the driver's use and operation of the Vehicle we rent to you. By signing this agreement you agree to be bound by all of the provisions and terms found in our Rental Auto Coverage Policy of Insurance. You agree that all policy provisions which exclude coverage contained therein apply to you as the renter, and to any driver you authorize or permit to drive the Vehicle.
6. **Indemnity.** You agree to release and hold us, Toyota Motor Sales, U.S.A., Inc., Toyota Motor Credit Corporation, Gulf States Toyota, Inc., Southeast Toyota Distributors, Inc., and their respective parents, subsidiaries, affiliates, shareholders, officers, directors, employees, contractors, agents, predecessors and assigns, past and present (the "Released Parties"), harmless from all claims for loss or damage to any property of yours or any other person left in, on, or about the Vehicle, either before or after its return to us, or on our premises, without regard to any negligence by us, or any of our agents or employees. To the extent permitted by law, you shall defend, indemnify, and hold harmless the Released Parties from and against any and all losses, liabilities, damages, injuries, claims, demands, costs, and expenses arising out of the use or possession of the Vehicle including, but not limited to, any and all fines, penalties, and forfeitures imposed under any Federal, State, Municipal, or other statute, law, ordinance, rule, regulation, or insurance policy provision, and to the extent not covered by insurance any claims of, or liabilities to, third persons arising out of the abandonment, conversion, secretion, concealment, or unauthorized sale of the Vehicle by you or your drivers, agents, or employees, or the confiscation of the Vehicle by any governmental authority for illegal or improper use of the Vehicle. Additionally, to the extent permitted by law, you shall indemnify and hold the Released Parties harmless for all loss, liability, and expense in excess of the limits of liability provided for under our Rental Auto Coverage Policy as a result of bodily injury, death, or property damage arising out of the use or operation of the Vehicle.
7. **No Agency.** Neither you nor any other driver of the Vehicle shall be or is deemed to be our agent, servant, or employee for any reason or for any purpose. During the term of this Agreement, you shall completely assume full responsibility for the Vehicle to the public and any regulatory body having jurisdiction.
8. **Repairs.** You shall not permit any repairs to the Vehicle or suffer any lien to be placed upon it without our consent. You shall be liable for any such repairs.
9. **Accidents.** You shall immediately report any accident to us and deliver to us, or if we request, to our insurer, every process, pleading, notice, or paper of any kind received by you or any driver of the Vehicle relating to any claim, suit, or proceeding connected with any accident or event involving the Vehicle. Neither you nor any driver of the Vehicle shall aid or abet the assertion of any such claim, suit, or proceeding and shall cooperate fully with us and our insurer in investigating and defending the same.
10. **Credit Charges.** In the event you direct us to bill charges hereunder to any other person or organization, such person or organization and you shall be jointly and severally liable for all such charges. **TO THE EXTENT PERMITTED BY LAW, YOU EXPRESSLY AUTHORIZE US TO PROCESS A CREDIT CARD VOUCHER, IF ANY, IN YOUR NAME FOR CHARGES MADE HEREUNDER.**
11. **Severability.** If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision. Terms of the Agreement that conflict with the statutes of the state in which the Agreement is entered into are hereby amended to conform to such statutes.



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

March 7, 2008

Ms. Linda Yatso
2092 S. 102 Street
Apt. 317
West Allis, WI 53227

Dear Ms. Yatso:

This letter acknowledges receipt of your communication regarding vehicle damage allegedly sustained at South 113 Street and West Lincoln Avenue on February 3, 2008.

The original document will be submitted to the Common Council at its meeting of March 18, 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



OFFICE OF THE CITY ATTORNEY

Scott E. Post
City Attorney

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

June 5, 2008

Common Council
City of West Allis

RE: City Attorney's Report of Claims/Lawsuits

Dear Council Members:

The enclosed claims/lawsuits has been referred to this office in accordance with Section 3.05 (6)(a) of the Revised Municipal Code. This office has examined the facts of the claims/lawsuits and the applicable law. Our Opinion regarding liability is attached to the claim/lawsuit.

The following claims/lawsuits have been placed on file:

Jeff Mischock (Amount: \$340.00)
Badger Mutual Insurance Company as Subrogee of Jeff Mischock (Amount: \$13,500.00)
Linda Yatso (Amount: \$12,480.00)

Respectfully submitted,



Jeffrey J. Warchol
Assistant City Attorney

JJW:da
Enclosures

cc: Thomas E. Mann, CVMIC