



City of West Allis Matter Summary

7525 W. Greenfield Ave. West Allis, WI 53214

File Number	Title	Status
2008-0302	Claim	Claim Report
		ne Service, Inc. communication regarding vehicle damage ma Ave. near S. 121 St. & S. 122 St. on April 19, 2008.
	Introduced: 5/6/2008	Controlling Body: Administration & Finance

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OFFICE OF THE CITY ATTORNEY

June 9, 2008

Scott E. Post City Attorney

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

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 denied:

Churchill 111 Luxurious Limousine Service, Inc. - Amount: \$ 602.95

This is a claim for damages sustained to the claimant's 2005 Excursion black limousine vehicle when the driver of the vehicle struck a pothole at South 121st Street and West Oklahoma Avenue in the City of West Allis, WI. The claimant obtained an estimate for repair of the limousine and filed a claim against the City on May 1st, 2008.

Our investigation into this claim indicated that there was no pothole at the location stated by the claimant in his complaint. It is possible that had there been a pothole at said location, City crews patched it sometime after the accident and prior to the public works report of May 19th, 2008. If the pothole stated by the claimant was actually located on Oklahoma Avenue instead of 121st Street, it would not be the City's responsibility to repair the same as Oklahoma Avenue is maintained by Milwaukee County. However, even in the event that there was a pothole struck by the claimant, the City is only responsible for a defect in the street if the City had knowledge of the defect prior to the accident and the City failed to repair the same in a reasonable amount of time. There is nothing in the record to indicate in this case that the City had any knowledge of a pothole at the location stated by the claimant prior to the accident.

Based upon the above, 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,

Assistant City Attorney

JJW:da

West Allis City Hall

Attn: Clerk Treasurer
7525 W. Greenfield Avenue
West Allis, WI 53214

RECEIVED

147 - 1 2008

CITY OF WEST ALLIS
CLERK/TREASURER

Re: Three (3) tires on a 2007 Dodge SRT8

To the Clerk Treasurer and Common Council:

I respectfully submit the following auto/road claim, which occurred on April 16, 2008 at approximately 10PM.

While traveling southbound on S. 76th Street between Pierce and Washington Streets, I crossed a deep and jagged pothole located southbound of tracks that caused damage to three of my tires. The approximate width of the pothole is 6 ft and the length is 1½ feet.

Enclosed are 2 estimates for the cost of the tires and 1 estimate for mounting tires on the rim. Please note this very unexpected financial hardship required me to seek assistance from my grandparents, who paid for this purchase on my behalf, honoring the *lesser* of the two estimates and cost to mount tires.

It is my full intent to pass on the potential reimbursement to them. Your review of my claim is most appreciated.

Sincerely,

Mark Springfield (Owner)

Mark Jany

ce atty



EWALD'S MAYFAIR SUPERSTORE

2201 N. Mayfair Road • Milwaukee, WI 53226
Tel: 414-258-5050 • Toll Free: 800-258-9020 • Fax: 414-258-8295
www.ewaldauto.com

ONLY INA

Jeep

CELL: 213-5134

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5835 West Lisbon Avenue | 36 Milwaukee, WI 53210 (414) 447-1118

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3. I do not want an estimate.

4. Additional work authorized by:

TIME

5. Do you want the replaced parts you are entitled to?

Amount is on top



SHOCK ABSORBERS McPHERSON STRUT SERVICE LEAF & COIL SPRINGS BRAKES

nuffler.com

Boys That ne Noise"

This estimate is good for 30 days early.

RACINE 2905 Lathrop Avenue

Racine, WI 53405 (262) 633-6276

NEW BERLIN

13320 West College Avenue New Berlin, WI 53151 (414) 427-4900

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Yes No

NEW ESTIMATE

Yes No

Authorized by:

Payment made by: Cash Credit Card Other

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

NO CALLED

LIMITED WARRANTY

ALL MATERIALS AND WORKMANSHIP ARE GUARANTEED AGAINST DEFECT (90) DAYS. ALL CLAIMS MUST BE ACCOMPANIED BY THIS INVOICE.

I HEREBY AUTHORIZE the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter.

Y

THE PRICE FOR THE AUTHORIZED REPAIRS DESCRIBED WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 30 DAYS.





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

May 1, 2008

Mark Springfield 10324 W. Birch Ave. Milwaukee, WI 53225

Dear Mr. Springfield:

This letter acknowledges receipt of your communication regarding vehicle damage allegedly sustained at S. 76th Street between W. Pierce St. and W. Washington St. on April 16, 2008.

The original document will be submitted to the Common Council at its meeting of May 6, 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

Minin Shelk

/amn

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 10, 2008

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 (6)(a) 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:

Brian Sweet (\$2,917.05) Churchill 111 Luxurious Limousine Service, Inc. (\$602.95) Secura Insurance Company/John & Linda Rodriquez (\$5,500.00)

Respectfully submitted

Assistant City Attorney

JJW:da Enclosures

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 18, 2008

<u>CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u>

Churchill 111 Luxurious Limousine Services, Inc. 4740 S. Pennsylvania Avenue Cudahy, WI 53110

Re:

Your Claim Against the City of West Allis

Date of Loss: 4/19/08

Dear Sir or Madam:

At its meeting on June 17th, 2008, the Common Council of the City of West Allis considered your claim received on May 2nd, 2008, regarding vehicle damage allegedly sustained at West Oklahoma Avenue near South 121st Street and South 122nd Street, 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,

Paul M. Ziehler

City Administrative Officer

Clerk/Treasurer

PMZ:da L:\jeff\claims\denialLtrs\ltr-denial-Churchill Limo

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