

23.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
2008-0302	Claim	Claim Report
Churchill 111 Luxurious Limousine Service, Inc. communication regarding vehicle damage allegedly sustained on W. Oklahoma Ave. near S. 121 St. & S. 122 St. on April 19, 2008.		
Introduced: 5/6/2008		Controlling Body: Administration & Finance Committee

## COMMITTEE RECOMMENDATION

*Deny*

ACTION DATE:  
JUN 17 2008

MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
		Barczak				
		Czaplewski				
		Kopplin	✓			
		Lajsic	✓			
X		Narlock	✓			
		Reinke	✓			
		Roadt				
		Sengstock				
	X	Vitale	✓			
		Weigel				
TOTAL			5			

## SIGNATURE OF COMMITTEE MEMBER

*Kurt Kopplin* Chair      \_\_\_\_\_ Vice-Chair      \_\_\_\_\_ Member

## COMMON COUNCIL ACTION

*Denied*

ACTION DATE:  
JUN 17 2008

MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
		Barczak	✓			
		Czaplewski	✓			
✓		Kopplin	✓			
		Lajsic	✓			
	✓	Narlock	✓			
		Reinke	✓			
		Roadt	✓			
		Sengstock	✓			
		Vitale	✓			
		Weigel				✓
TOTAL						



June 9, 2008

Common Council  
City of West Allis

OFFICE OF THE CITY ATTORNEY

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 (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:**

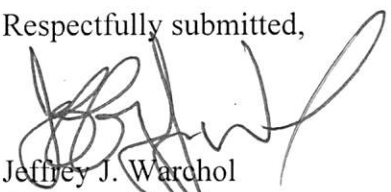
**Churchill 111 Luxurious Limousine Service, Inc. - Amount: \$ 602.95**

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 121<sup>st</sup> 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 1<sup>st</sup>, 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 19<sup>th</sup>, 2008. If the pothole stated by the claimant was actually located on Oklahoma Avenue instead of 121<sup>st</sup> 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,

  
Jeffrey J. Warchol  
Assistant City Attorney

JJW:da

April 25, 2008

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

RECEIVED  
MAY - 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. 76<sup>th</sup> 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)

cc: 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



CELL: 213-5134

CUST NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE NO.
100191				PENDING	STEVEN HART	04/17/08	80367
	414-777-4364						CXR

B  
I  
L  
L  
T  
O

S  
H  
I  
P  
T  
O

MARK SPRINGFIELD  
 10324 W BIRCH AVE  
 MILWAUKEE, WI 53225-3210

SHIP QTY	B. O. QTY	PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT	
3	0	Y7325485-00 TIRE NONE 22001026		294.67	231.00	693.00	
						SUBTOTAL	693.00
						TAX	38.81
						FREIGHT	0.00
						<b>PAY THIS AMOUNT</b>	<b>731.81</b>

**DISCLAIMER OF WARRANTIES**

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

**PARTS DEPT. HOURS**

Monday - Friday  
 7:00 AM - 7:00 PM  
 Saturday  
 7:00 AM - 4:00 PM  
 Closed Sundays

All claims and returned goods must be accompanied by this invoice. No returns after 7 days. All returned mdse. subject to 20% handling charge. **No returns on electrical or special order items.**  
 All returned merchandise must be in original returnable container and must meet packaging standards. We are not responsible for damage to parts not installed by our service dept. The factory warranty constitutes all of the warranties with respect to the sale of this item/items.

**THANK YOU**

CUSTOMER COPY



**PARTS INVOICE**







**TIRES**  
**AIR CONDITION**  
**BELTS / HOSE**  
**HEADLIGHTS • CHASSIS**

**THIS IS AN ESTIMATE**

**NORTH**

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

↑  
 Amount  
 is on top



muffler.com  
 Boys That  
 "No Noise"

**EXHAUST**  
**SHOCK ABSORBERS**  
**McPHERSON STRUT SERVICE**  
**LEAF & COIL SPRINGS**  
**BRAKES**

**RACINE**

2905 Lathrop Avenue  
 Racine, WI 53405  
**(262) 633-6276**

**NEW BERLIN**

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

NAME Mark Springtie  
 ADDRESS 10324 W Birch  
 MAKE OF AUTO Dodge MODEL CC

DAYTIME PHONE (414) 213-5134 HOME PHONE (414) 462-3211  
 CITY Midw STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 LICENSE # \_\_\_\_\_ ODOMETER \_\_\_\_\_ DATE 4/18/08

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO OR ARTICLES LEFT IN CARS IN CASE OF ANY OTHER CAUSE BEYOND OUR CONTROL.

ALL PIPES ARE WARRANTED AGAINST WEAR OUT OR RUST OUT FOR ONE YEAR FROM DATE OF INSTALLATION ON YOUR U.S. MADE CAR. REPLACEMENT WILL BE MADE AT NO CHARGE FOR PARTS OR LABOR UPON PRESENTATION OF SALES RECEIPT BY THE ORIGINAL PURCHASER TO WISCONSIN MUFFLER ONLY.

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

- I request an estimate in writing before you begin repairs.  
 Yes  No
- Please proceed with repairs, but call me before continuing if the price will exceed.  
 \$ \_\_\_\_\_  Yes  No
- I do not want an estimate.  
 Yes  No
- Additional work authorized by:  
 \_\_\_\_\_

DATE	TIME	NO. CALLED	NEW ESTIMATE

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

**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.

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

PART NUMBER	ARTICLE	PRICE
	EXHAUST PIPE	
	.	
	.	
	MUFFLER	
	.	
	TAIL PIPE	
	.	
	.	
	GASKETS	
	CLAMPS	
	HANGERS	
	SHOCK FRONT	
	ABSORBERS: REAR	
	STAB KITS	
	IDLER ARM	
	BALL JOINTS	
	SPRINGS	
	ALIGNMENT	
	BRAKE PADS	
	BRAKE SHOES	
	DISC HARDWARE	
	DRUM HARDWARE	
	ROTORS	
	DRUMS	
	REMAN-CALIPERS	
	WHEEL CYLINDER	
	CABLES	
	HOSES	
	RESURFACE ROTOR	
	RESURFACE DRUM	
	BLEED & FLUSH	
	ENVIRONMENTAL FEE	
	DISCOUNT	
	PARTS	
	LABOR	
	SUBTOTAL	
	TAX	
	<b>TOTAL</b>	

3 Swap Customers  
 own TIRES!

MECHANIC: \_\_\_\_\_

*This estimate is good for 30 days only.*



**CITY CLERK/TREASURER'S OFFICE**

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

[www.ci.west-allis.wi.us](http://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. 76<sup>th</sup> 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

/amn

cc: City Attorney



OFFICE OF THE CITY ATTORNEY

June 10, 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 Claims/Lawsuits

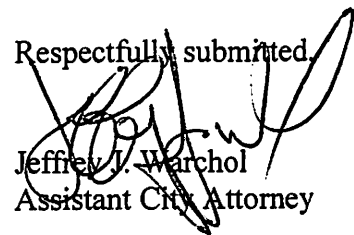
Dear Council Members:

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 Rodriguez (\$5,500.00)

Respectfully submitted,

  
Jeffrey J. Warchol  
Assistant City Attorney

JJW:da  
Enclosures

cc: Thomas E. Mann, CVMIC





7525 West Greenfield Avenue  
West Allis, Wisconsin 53214-4688



**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

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

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

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-Churchill Limo

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