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31.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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2008-0138 Claim Claim Report

John Hennes communication regarding vehicle damage allegedly sustained at W. Greenfield Avenue and South 116 Street on February 18, 2008.

Introduced: 3/18/2008

Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION Deny

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
MAY 06 2008			Barczak				
			Czaplewski				
	✓		Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt				
			Sengstock				
		✓	Vitale	✓			
			Weigel				
			TOTAL	5	-		

SIGNATURE OF COMMITTEE MEMBER

Kurt Kopplin _____ _____
Chair Vice-Chair Member

COMMON COUNCIL ACTION Denied

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
MAY 06 2008			Barczak	✓			
	✓		Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
		✓	Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	10	-		

**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

April 11, 2008

Common Council
City of West Allis

Scott E. Post
City Attorney
Sheryl L. Kuhary
Jeffrey J. Warchol
Jenna R. Merten
Assistant City Attorneys

RE: City Attorney's Report of Claim

Dear Council Members:

The enclosed claim has been referred to this office in accordance with Section 3.05 (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:

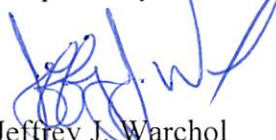
John Hennes - Amount: \$700.00

This is a claim for vehicle damage that occurred as a result of the claimant striking a pothole in the road on February 18th, 2008, at 116th Street just north of Greenfield Avenue in the City of West Allis, WI. The claimant's vehicle needed two new rear tires as a result of striking the pothole. The claimant filed a claim against the City on March 3rd, 2008, in the amount of \$700.00.

Our investigation into this claim indicated that this is an area that has been patched and re-patched throughout the winter as a result of the weather conditions. Although this particular pothole was repaired approximately one day after the claimant's incident, there is nothing to indicate that the City had prior knowledge of the particular pothole in question. In a case like this, the City is not liable for damages unless it had prior knowledge of the defect in the roadway and failed to repair the same in a reasonable amount of time. These are claims that are best handled by the auto insurance carrier for the claimant.

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 Claim Statute 893.80.

Respectfully submitted,



Jeffrey J. Warchol
Assistant City Attorney

JJW:da

RECEIVED

MAR 03 2008

CITY OF WEST ALLIS
CLERK/TREASURER

February 27, 2008

John Hennes
780 Auburn Dr
Brookfield, WI 53045
414-349-4786

To Whom It May Concern:

On Monday, February 18th at approximately 9PM I was traveling East on Greenfield Avenue, and made a Left turn onto 116th St. heading North. After turning right, I immediately saw a series of huge potholes, and I swerved to try and avoid them, but unfortunately I was unable to avoid the biggest one, shown in the pictures that are included with this letter. On impact, I immediately heard my left rear tire hissing, and within less than 20 seconds, my tire pressure monitoring system warned me that the tire was low, actually at 0PSI. I am lucky enough to have runflat tires on my vehicle, so I was able to get it home, and to work the next morning, but it was not until then that I noticed the 3-4 inch gash in the sidewall of the tire, rendering it irreparable. Also, because of my runflats, my vehicle does not come equipped with a spare tire from the factory.

Due to the nature of the AWD system on my car, and my current mileage of about 21000, I was informed that in order to keep from harming the AWD system, I was required to replace BOTH rear tires, to maintain the same overall diameter in regards to the difference in tread depth between a new one and my current tires. Both rear tires ended up costing me \$654.62 and another \$32.00 for mounting and balance bringing the total repair bill to almost \$700.00.

What makes this even worse is the reason I was going out there, which was to assist a friend who, ironically enough, had a flat tire that resulted from the SAME pothole, and his spare was also flat so I was coming out to help him get home.

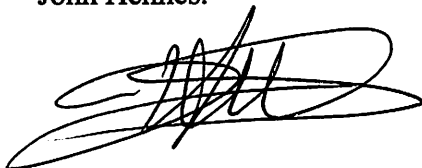
I understand that these things can happen, but this pothole destroyed two cars in a matter of less than 30 minutes, costing both of us a significant amount of money. The sheer size of this pothole is unacceptable, in any conditions and extremely hard to miss due to it's placement and size.

Within less than 12 hours of hitting the pothole, it was also filled, and as you can see by the timestamp on the pictures, they were taken early the following morning, so the city did know about it.

I think it's only fair for reimbursement of my expenses.

Thank you for your consideration and understanding. Enclosed you will find pictures and copies of my repair bills.

John Hennes.





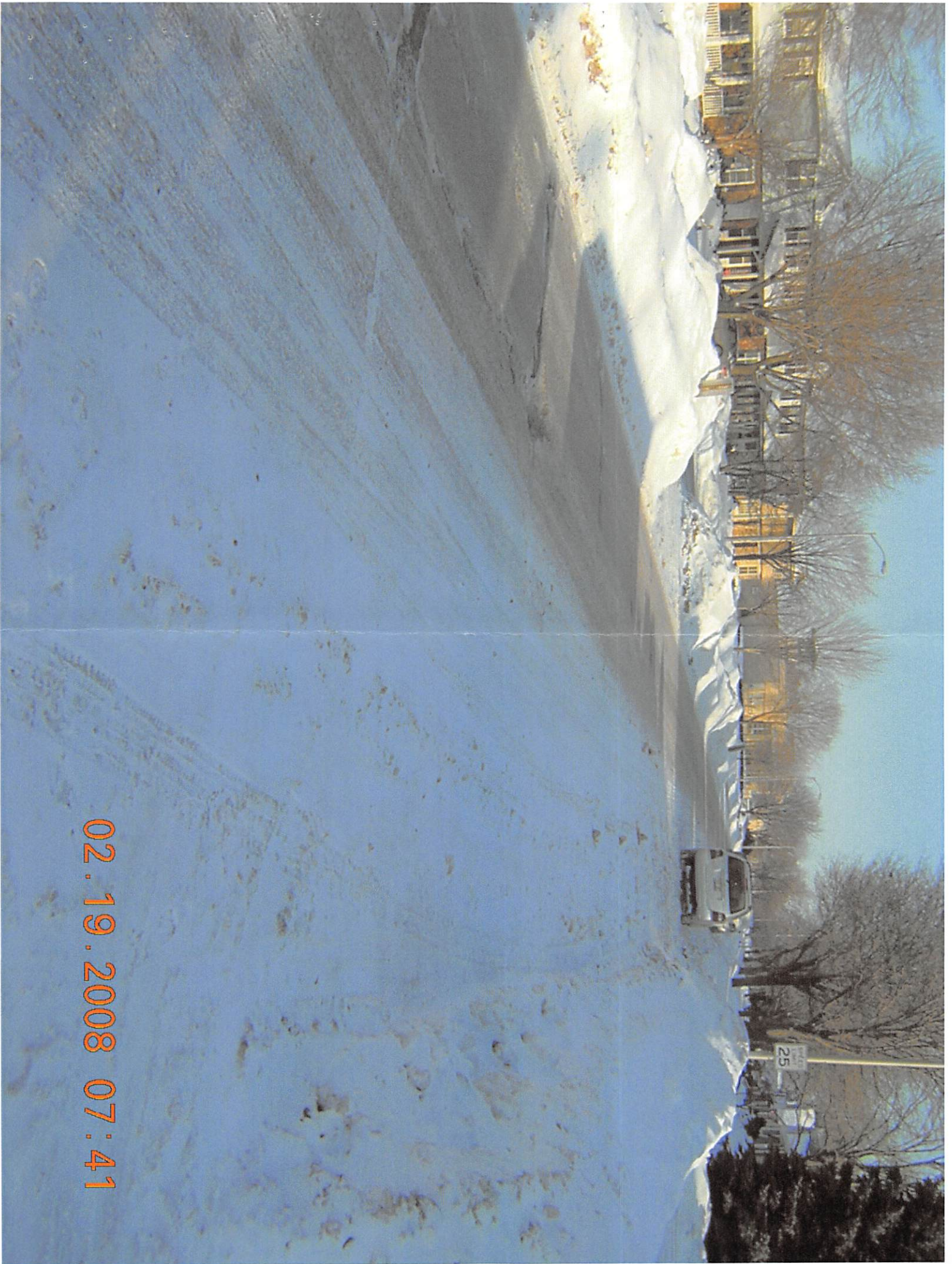
02.19.2008 07:41



02.19.2008 07:40



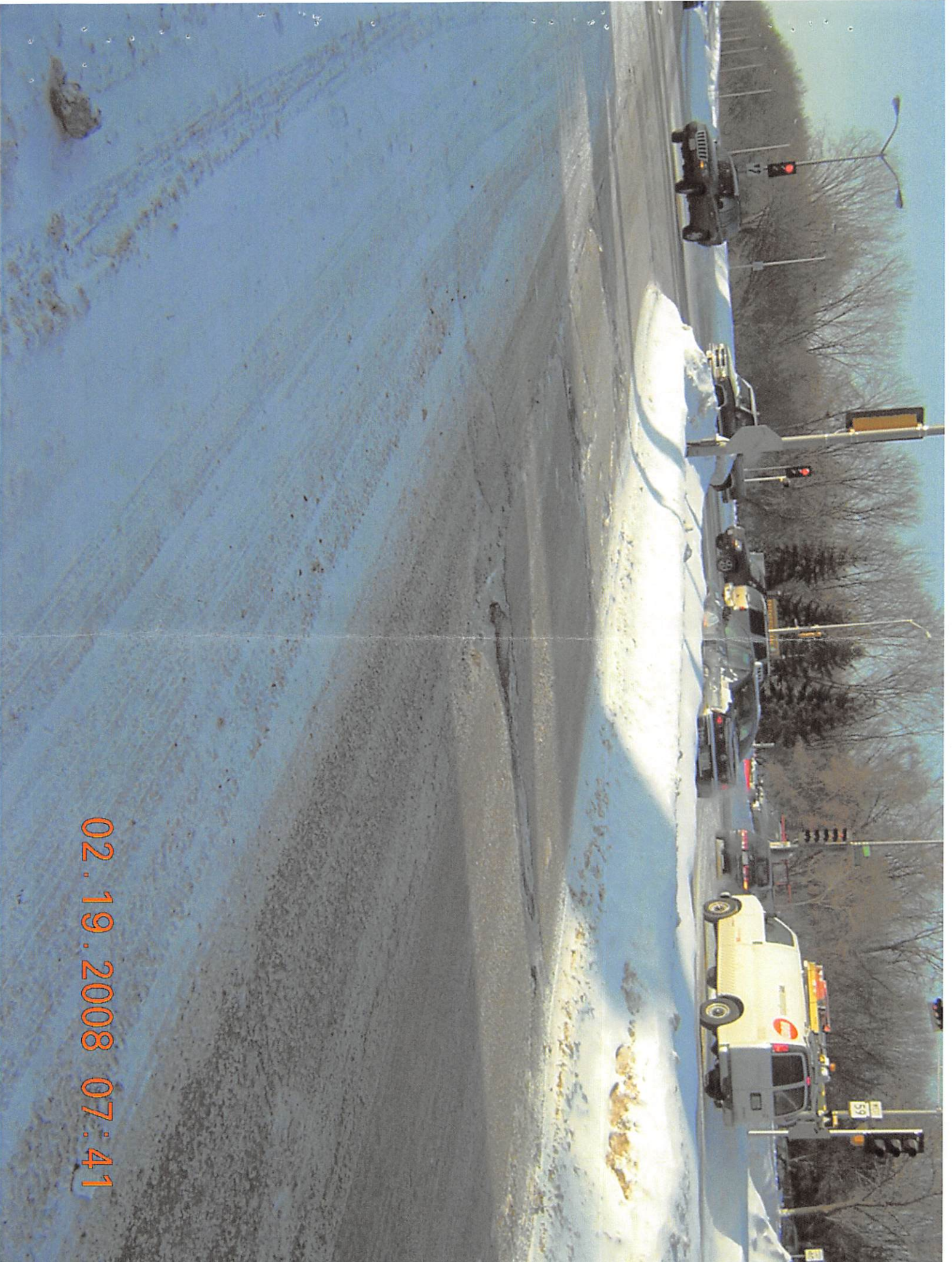
02.19.2008 07:41



02.19.2008 07:41



02.19.2008 07:41



02.19.2008 07:41

CUSTOMER #:120

214317

Uptown Motors Inc.

JOHN H HENNES
780 AUBURN DRIVE
BROOKFIELD, WI 53045
HOME:262-792-1827 BUS:
CELL:414-349-4786

WORKORDER



2111 N. MAYFAIR ROAD
P.O. BOX 26319
MILWAUKEE, WIS. 53226
PHONE: (414) 771-9000

PAGE 1

SERVICE ADVISOR: 6515 KRECKEL, MACHELLE S

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLACK	07	JEEP GRAND CHEROKEE	1J8HR78397C594329		20059/	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
10OCT50 DD			17:00 20FEB08		CASH	
R.O. OPENED	READY	OPTIONS: DLR:64E527 ENG:6.1 Liter Hemi				
20FEB2008 10:39						

LINE	OP CODE	TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A	MT2		CF	MOUNT & BALANCE 2 TIRES - RECOMMENED TO REPLACE BOTH REAR DUE TO ALL WHEEL DRIVE

Preliminary Estimate : \$36.00

Faint background text: FULL SERVICE, BEST PRICE, PARTS, SERVICE

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.

- 1. I request an estimate in writing before you begin repairs.
- X Please proceed with repairs, but call me before continuing if the price will exceed \$ _____ X _____
- 3. I do not want an estimate. X _____

THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 5 DAYS.

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft 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. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs hereto. The dealership is not responsible for damages from freezing due to lack of antifreeze. I understand that all charges are due upon delivery of the vehicle. I acknowledge receipt of a copy of this agreement.

AUTH. BY X _____

CUSTOMER COPY

ADDITIONAL WORK AUTHORIZED BY X: _____ NAME

DATE _____ TIME _____ P.M. NO CALLED _____ NEW TOTAL ESTIMATE _____

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N
K
X

SAVE PARTS DISCARD PARTS

THIS VEHICLE RECEIVED WITHOUT FACE TO FACE CUSTOMER CONTACT

SHOP REPRESENTATIVE SIGNATURE _____

Y
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U

DISCLAIMER OF WARRANTIES: The dealer is not a party to any Manufacturer's warranty on parts or service contained herein. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PARTS, LABOR OR DIAGNOSTIC SERVICES FURNISHED UNDER THIS ORDER. NOTICE: You are entitled to inspect or receive any components, parts, or accessories replaced or removed by the shop. Motor vehicle repair trade 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

CUSTOMER SIGNATURE

OFFICE COPY

\$654.62

UPTOWN MOTORS, INC.

2111 N. MAYFAIR ROAD
P.O. BOX 26319
MILWAUKEE, WIS. 53226

PHONE: (414) 771-9000 PARTS DIRECT 771-9789

Milwaukee's Oldest - Wisconsin's Largest

PARTS MUST BE RETURNED IN ORIGINAL PACKAGE. 20% HANDLING ON ALL RETURNS. NO RETURNS AFTER 6 DAYS. NO RETURNS ON ELECTRICAL PARTS OR SPECIAL ORDERED ITEMS. ALL SALES FINAL. ALL REPLACEMENT PARTS ARE NEW UNLESS OTHERWISE SPECIFIED. WE SINCERELY APPRECIATE YOUR BUSINESS.

DISCLAIMER OF WARRANTIES: The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income or any other incidental damages.

DATE ENTERED 20 FEB 08	YOUR ORDER NO.	DATE SHIPPED 20 FEB 08	INVOICE DATE	INVOICE NUMBER Q2838
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S
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ACCOUNT NO. 97

CASH TAX

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PAGE 1 OF 1

SHIP VIA		SLSM. 451	B/L NO. W/S CODE	TERMS CASH	F.O.B. MILWAUKEE, WI												
ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT										
2	2	0	9001*4745663*72	285/40R20	309.95	309.95	619.90										
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>CREDIT CARD</p> <p>UPTOWN MOTORS, INC.</p> </div>																	
<p>*** THANK YOU FOR YOUR BUSINESS ***</p> <p>....."LINCOLN QUALITY" SERVICE.....</p> <p>.....ON ALL YOUR FORD PARTS NEEDS.....</p>					<table border="1"> <tr><td>PARTS</td><td>619.90</td></tr> <tr><td>SUBLET</td><td></td></tr> <tr><td>FREIGHT</td><td>0.00</td></tr> <tr><td>SALES TAX</td><td>34.72</td></tr> <tr><td>TOTAL</td><td>\$654.62</td></tr> </table>			PARTS	619.90	SUBLET		FREIGHT	0.00	SALES TAX	34.72	TOTAL	\$654.62
PARTS	619.90																
SUBLET																	
FREIGHT	0.00																
SALES TAX	34.72																
TOTAL	\$654.62																



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

Mr. John Hennes
780 Auburn Drive
Brookfield, WI 53045

Dear Mr. Hennes:

This letter acknowledges receipt of your communication regarding vehicle damage allegedly sustained at West Greenfield Avenue and South 116 Street on February 18, 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

April 18, 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.


The following claim/lawsuit has been placed on file:

Estate of Helen T. Krenek (\$570.00)

The following claims/lawsuits have been denied:

John Hennes (\$700.00)
Sharon Borchardt (\$555.12)
Mark Hyde (\$722.40)
Steven T. Robinson by Atty. Phillip J. Ramthun (\$35,250.00)

Respectfully submitted,



Jeffrey J. Warchol
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

May 7, 2008

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. John Hennes
780 Auburn Drive
Brookfield, WI 53045

Re: Your Claim Against the City of West Allis

Dear Mr. Hennes:

At its meeting on May 6th, 2008, the Common Council of the City of West Allis considered your claim received on March 7th, 2008, regarding alleged vehicle damage 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-J Hennes

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