

SERVICE AND PROCESSING OF CLAIMS

Plaintiff or Claimant: Tauntila Russell

Date: 5/7/19

In-person

Process Server

Claimant

Other _____

By mail

By email

By fax

Received by: Stemanski

- Hand deliver to: Ann Marie or Janel
- Forwarded to Attorney's Office by Ann Marie or Janel
- Response from Attorney's Office
- Common Council Agenda: Yes No

414.3028220

414 302 8207 for

CLAIM FORM AND INFORMATION

Important Information: For the City of West Allis to consider your claim, you must follow the Wisconsin statutory procedure for filing a claim. Completing this form does not guarantee compliance with statutory procedure. City employees, including the City Attorney's Office, cannot give you legal advice or instructions on the statutory procedure. Any questions regarding claims should be directed to the City Attorney's Office at 414-302-8450.

RECEIVED

MAY - 6 2019

CITY OF WEST ALLIS
CITY CLERK

NOTICE OF CLAIM

Name: Tawntla Russell Incident/Accident Information
Address: 1616 N 59th Street Date: 5-1-19
Milwaukee WI 53208 Time: 8:15pm
Phone: 414 839-1050 Place: Wildwood Montana 104th

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary). Some helpful information may be the police report, pictures of the incident or damage, a diagram of the location, a list of injuries, a list of property damage, names and contact information for witnesses to the incident, and any other information relevant to the circumstances.

See Attached

Signed: [Signature] Date: 5-3-19

CLAIM

NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the City of West Allis at any time consistent with the applicable statute of limitations. However, no action will be taken by the City of West Allis to formally accept or deny your claim until the following information is provided:

The undersigned hereby makes a claim against the City of West Allis of arising out of the circumstances described above. The amount sought is: \$ 700⁰⁰ (Please attach an itemized statement of damages sought including at least 2 estimates for repairs.)

Signed: [Signature] Date: 5-3-19
Address: 1616 N. 59th Street

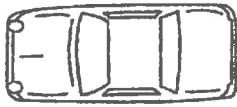
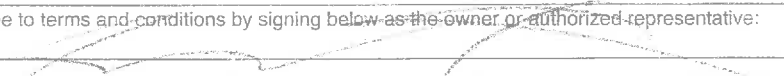
May 3, 2019

To Whom It May Concern:

On Wednesday, May 1, 2019 approximately 8:15pm my husband and I was driving north on Wildwood and Montana on 104th when my car jerked and we heard a popping sound, immediately the air pressure light on the dash came on and stopped and both of us got out of the car to see the passenger side front and back tires were deflated. We called AAA and paid for a tow home, and had my car towed (Mercedes E 350) Thursday morning May 2, to the dealership. We would like this claim taken seriously because this entire incident cost me over \$700.00 with the tows, and Uber to and from work, also missing and hour of work to meet the tow driver on May 2 in which I had another Uber charge. We are asking for reimbursement for the tires and the tow please. Enclosed are the receipts from our expenses. Thank you for your time and consideration.

Sincerely


Tautila Russell
Frederick Jackson

Grube's Towing PO BOX 608 Thiensville, WI 53092 (262) 242-9971			Date	Time	AAA	Allstate	Uhaul	Post Office	Invoice #			
			Key Location		PD	Geico	Daves			302039		
			Left Y N		Reason for Tow		Name/Account		Phone		Call#/PO#	
VIN#		Year		Make/Model	Color	Mileage						
Odom		Plate	State	Enroute		Loaded						
Breakdown		City		Spec. Equip. Needed		Undercarriage Damage		Radio				
Destination		City				<input checked="" type="checkbox"/> Y <input type="checkbox"/> N		<input checked="" type="checkbox"/> Y <input type="checkbox"/> N				
Spare Tire requirements: Do not drive on spare tire more than 50 miles at max of 50 mph. Retorque wheel in 25 miles.					Impound release requirements: Proof of ownership with title, registration or insurance & current driver's license. Cash or credit card only.							
DESCRIPTION OF WORK / COMMENTS							SERVICE CHARGES					
							Towing					
							Mileage 24 24.00					
							Storage					
							Tax 1.00					
							Total 29.00					
Terms & Conditions: In consideration of the towing and other services ("Services") to be provided by Grube's Towing and Repair ("Grube's") the undersigned acknowledges and agrees to the following: I represent that I am the owner of the vehicle as to which the Services shall be performed, or have obtained permission from such owner (or any other owners, as applicable) to execute this agreement on their behalf. I understand that Grube's will not be responsible for any loss or damage to the vehicle to the extent due to causes beyond the control of Grube's, including but not limited to fire, theft, damage due to lockouts or damage due to winchouts, nor shall Grube's be responsible for any damages to the extent arising from Grube's performance of the Services in a non-negligent manner. In addition to and without limiting the foregoing, I understand that Grube's will not be responsible for any damages caused by or due to any alteration of the vehicle from manufacturer's standards, such as by accessories that have been installed in or on the vehicle. I understand that in some situations, towing and/or movement of a vehicle cannot be performed without damaging the vehicle, such as when a vehicle is extricated from an accident scene or winched out or loading vehicles onto a standard flatbed where OEM tie down points make it impossible to load without bumper touching chains or scraping the flatbed. Nor shall Grube's be responsible for attaching to OEM tie down points where the flatbed cable would scratch, break, or rub lower bumpers, air dams, plastic shrouds, etc. I, on behalf of myself as well as any other owner of the vehicle, as applicable, knowingly and freely assume any risk of any risk of any damages or losses, both known and unknown, which may arise in such situations, and Grube's will have no responsibility for the same. I understand that Grube's will have no responsibility for damages or losses in any tow to the extent such losses or damages would necessarily occur as a result of performance of industry-standard towing techniques. Upon the completion of a tow, Grube's will position the vehicle as reasonably determined by Grube's representative. I understand that if I require additional movement or manipulation of a vehicle, Grube's STANDARD PROCEDURE is to place vehicle/equipment within a public street or alley, I will be responsible for, and will assume any risk of, any damages or losses arising from driving on a non-paved surface, any additional movement or manipulation; Grube's will have no responsibility for any such damages or losses. I, for myself and any other owner of the vehicle, as applicable, hereby release and hold harmless Grube's its affiliates, officers, members, agents, employees, representatives, and sponsoring agencies from and against any and all claims, injuries, liabilities or damages to the extent Grube's is not responsible for the same under the terms above.							Payment Method:					
							Credit Card			Cash		
							Auth #			Check#		
I agree to terms and conditions by signing below as the owner or authorized representative:							Driver:					
X 							JT					





