

CITY OF MILWAUKEE
2007 JUN 14 PM 1:16
RONALD D. L...
CITY CLERK

June 12th 2007

Milwaukee City Clerk
200 East Wells Street
Milwaukee, WI 53202

RE: C.I. File No. 07-S-125

To whom it may concern:

I am writing this letter appealing your decision to deny my claim for damages to my vehicle in the amount of \$ 2324.41 when it struck a pothole at 6501 North 76th Street on April 2nd 2007. I am requesting a hearing. Thank you for your cooperation in this matter.

Sincerely yours,

Tonni Welch

414-875-9113

CITY OF MILWAUKEE
OFFICE OF
CITY ATTORNEY
2007 JUN 14 PM 3:18



Welch's Janitorial Services, Inc.

Ph. (414) 248-6053
tnnwelch@yahoo.com
1923 W. Nash Street
Milwaukee, WI 53206

2007 APR 12
CITY OF MILWAUKEE

April 10th, 2007

City Clerk
ATTN: CLAIMS
200 E. Wells St. Room 205
Milwaukee, WI 53202-3567

Dear City of Milwaukee Claims Clerk:

We, Mr. And Mrs. Derrick and Tonni Welch are filing a claim against the city of Milwaukee and are requesting a reimbursement for damages to our car due to street negligence. The amount of reimbursement is \$2265.34. And \$59.07 for rental car fees. We have included the paid invoices that we paid on April 4th, 2007 and pictures.

On Sunday April 2nd, 2007 at 8:10 pm, my husband my daughter and I were leaving the movie theatre traveling south on 76th street. Suddenly, our wheels hit two pot holes (Horizontal) both front and back wheels. The impact was so severe that two of the rims were bent, right front swaybar link broke and cut axle boots, damaged front left and rear swaybar links, and damaged the bushings all the way around. On Monday 10:00 am 4/3/2007 we went back to take pictures and for an address 6501 N. 76th St. and the pot holes were being filled with tar. We then called the city clerks office to report the incident and some one else already had.

According to Section 893.80(1) Wisconsin Statutes we are writing this within 120 days, along with the itemized statement that we paid after damaging our car.

Please write the check to Mr. and Mrs. Derrick and Tonni Welch 1923 W. Nash St. Milwaukee, WI 53206.

If you need any additional information, please call us at 414-875-9113.

Thank you for your attention and assistance in this matter.

Sincerely, *Tonni Welch*

Mr. And Mrs. Derrick and Tonni Welch

2007 APR 13 PM 3:23
CITY OF MILWAUKEE
OFFICE OF THE CITY ATTORNEY



TYPE OF VEHICLE:
STREET ADDRESS:

RENTAL TYPE	SOURCE #	ID #	RENTAL AGREEMENT NO.
RENTER			D

IF CHARGES IF DIFFERENT

ORIGINAL VEHICLE

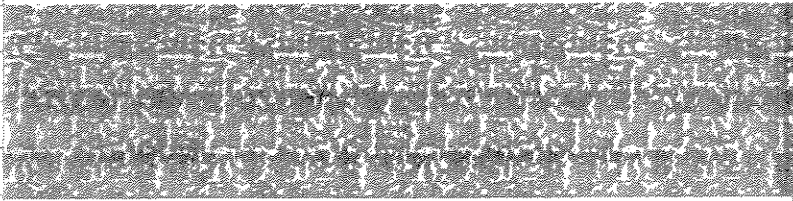
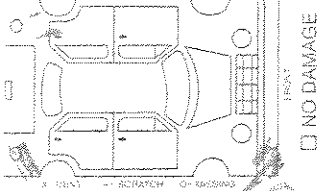
COLOR LICENSE NO

MODEL ECAR#

MILEAGE IN OUT

DRIVEN

DOWN/PAID TO RENTER



BILL TO COMPANY
ATTN PHONE EXT

REFERENCE NUMBER:

ADDITIONAL AUTHORIZED DRIVER(S) - EXCEPT AS REQUIRED BY LAW, NONE PERMITTED WITHOUT OWNER'S WRITTEN APPROVAL. I REQUEST OWNER'S PERMISSION TO ALLOW:

WHO IS UNDER MY CONTROL AND DIRECTION TO DRIVE VEHICLE FOR ME AND ON MY BEHALF. I AM RESPONSIBLE FOR THEIR ACTS WHILE THEY ARE DRIVING AND FOR FULFILLING TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT. USE OF VEHICLE BY AN UNAUTHORIZED DRIVER WILL AFFECT MY LIABILITY AND RIGHTS UNDER THIS AGREEMENT.
RENTER: X

PERMISSION GRANTED TO OPERATE VEHICLE ONLY IN THE STATE OF RENTAL AND THE FOLLOWING STATES:

OPERATION IN ANY OTHER STATE OR COUNTRY WILL AFFECT YOUR LIABILITY AND RIGHTS UNDER THIS AGREEMENT.

OPTIONAL PRODUCTS NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, AS OPTIONAL PRODUCTS: DAMAGE WAIVER; PERSONAL ACCIDENT INSURANCE; SUPPLEMENTAL LIABILITY PROTECTION. BEFORE DECIDING WHETHER TO PURCHASE ANY OF THESE PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE OR CREDIT CARD PROVIDES YOU COVERAGE DURING THE RENTAL PERIOD. THE PURCHASE OF ANY OF THESE PRODUCTS IS NOT REQUIRED TO RENT VEHICLE

RENTER DECLINES OPTIONAL DAMAGE WAIVER (DW) AND ASSUMES DAMAGE RESPONSIBILITY. SEE PAGE 2, PARAGRAPH 6 AND PAGE 5.
RENTER: X

RENTER ACCEPTS OPTIONAL DAMAGE WAIVER (DW) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT, PAGE 3, PARAGRAPH 16 AND PAGE 5. DW IS NOT INSURANCE.
RENTER: X

RENTER DECLINES OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI). SEE PAGE 2, PARAGRAPH 16.
RENTER: X

RENTER ACCEPTS OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 16.
RENTER: X

RENTER DECLINES OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP). SEE PAGE 2, PARAGRAPH 7.
RENTER: X

RENTER ACCEPTS OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 17.
RENTER: X

ACKNOWLEDGMENT OF THE ENTIRE AGREEMENT, PAGES 1 THROUGH 6. I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON PAGES 1 THROUGH 6 OF THIS AGREEMENT AND BY MY SIGNATURE BELOW I AM THE "RENTER" UNDER THIS AGREEMENT. BY SIGNING BELOW, I AM AUTHORIZING OWNER TO PROCESS CHARGES ON MY CREDIT CARDS AND/OR DEBIT CARDS, FOR ADVANCE DEPOSITS, INCREMENTAL AUTHORIZATIONS/DEPOSITS, AND CHARGES INCURRED, AS WELL AS PAYMENTS REFUSED BY A THIRD PARTY TO WHOM BILLING WAS DIRECTED. I CERTIFY THAT THE DRIVER'S LICENSE(S) PRESENTED IS CURRENTLY VALID AND IS NOT SUSPENDED, EXPIRED, REVOKED, CANCELLED OR SURRENDERED.

REPLACEMENT VEHICLE

RENTER DATE

OWNER REP

EMPL #

COLOR LICENSE NO

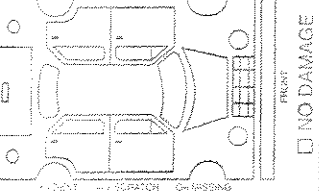
I WILL RETURN CAR BY: DEPOSIT(S):

MODEL ECAR#

MILEAGE IN OUT

DRIVEN

DOWN/PAID TO RENTER



DATE TIME AMOUNT PAID BY

WISCONSIN DEPARTMENT OF REVENUE - CERTIFICATION OF EXEMPTION FOR RENTAL VEHICLES THE RENTAL OF TYPE 1 AUTOMOBILES WITHIN THE LOCAL EXPOSITION DISTRICT AND THE RENTAL OF VEHICLES IN WISCONSIN WITHOUT DRIVERS FOR PERIODS OF 30 DAYS OR LESS, IS SUBJECT TO THE 3% LOCAL EXPOSITION CAR TAX, 5% STATE RENTAL VEHICLE FEE, AND \$2 PER RENTAL REGIONAL TRANSIT AUTHORITY FEE, UNLESS THE VEHICLE IS BEING USED AS A REPLACEMENT DURING THE SERVICE OR REPAIR OF ANOTHER VEHICLE OR IS OTHERWISE EXEMPT.

THE UNDERSIGNED HEREBY CLAIMS EXEMPTION FROM THE LOCAL EXPOSITION TAX ON THE RENTAL OF TYPE 1 AUTOMOBILES AND/OR THE RENTAL VEHICLE FEE ON THE RENTAL OF VEHICLE WITHOUT DRIVERS FOR 30 DAYS OR LESS AND/OR REGIONAL TRANSIT AUTHORITY FEE BECAUSE THE RENTAL IS BEING USED AS A REPLACEMENT DURING THE SERVICE OR REPAIR OF ANOTHER VEHICLE. THIS EXEMPTION DOES NOT EXEMPT THE RENTAL FROM WISCONSIN STATE, COUNTY OR STADIUM SALES AND USE TAXES.

I UNDERSTAND AND ACKNOWLEDGE THAT IF I USE THE PASSENGER VEHICLE FOR A PURPOSE OTHER THAN AS A REPLACEMENT VEHICLE, I MAY BE HELD RESPONSIBLE FOR ANY FEES THAT WERE NOT COLLECTED BY VIRTUE OF MY HAVING INITIALED OR SIGNED THE FOLLOWING.
RENTER: X

TOTAL CHARGES
DEPOSITS
REFUNDS
AMOUNT DUE 5907
CLOSED BY
PAID BY CASH CHECK CHARGE
RECEIPT OF DATE AMOUNT RECEIVED

*TRRF IS THE TITLE AND REGISTRATION RECOVERY FEE, SEE PAGE 2, PARAGRAPH 3.c.7.

JOHN PAUL'S



P.O. BOX 20878 • 3615 S 108TH ST.
GREENFIELD, WI 53228
(414) 545-7000 • FAX (414) 290-7162

CUSTOMER NO. 559740	ADVISOR STEVEN BUCZAK	TAG NO. 273	INVOICE DATE 04/03/07	STOCK NO. PNCS492344
TONNI WELCH 1923 W. NASH ST. MILWAUKEE, WI 53206	LABOR RATE 59,111	LICENSE NO. 593GVS	COLOR MAROON/	DELIVERY MILES
	04/PONTIAC/GRAND PRIX/4 DOOR SEDAN		09/29/03	PRODUCTION DATE
	2 G 2 W P 5 2 2 5 4 1 1 9 0 0 5 4		SELLING DEALER NO.	
RESIDENCE PHONE 414-875-9113	BUSINESS PHONE 414-217-5147	COMMENTS	R.O. DATE 04/02/07	

LABOR & PARTS
J# 1 06PNZ FRONT SUSPENSION TECH(S):40015 222.50
 CUSTOMER STATES THE VEHICLE HIT A LARGE POT HOLE. NOW BOTH
 RIGHT SIDE WHEELS ARE BENT AND THERE IS A RATTLE NOISE HEARD
 INSPECT AND ADVISE
 RIGHT FRONT SWAYBAR LINK BROKE AND CUT THE RIGHT AXLE BOOT
 REPLACED THE RIGHT FRONT SWAYBAR LINK AND AXLE BOOT

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	15236543	LINK 7.240	32.00	32.00
JOB # 1	1	26073374	BOOT KIT 6.061	77.00	77.00
JOB # 1 TOTAL PARTS					109.00
JOB # 1 TOTAL LABOR & PARTS					331.50

J# 2+08PNZ WHEELS & TIRES TECH(S):40015 25.00
 REPLACE BOTH RIGHT SIDE TIRES AND WHEELS

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2	2	88955478	WHEEL KIT 5.803	583.52	1167.04
JOB # 2	2	274288	STEM 5.875 R	3.00	6.00
JOB # 2	2	USEDTIRE	DISPOSAL CHARGE	4.00	8.00
JOB # 2	2	19111799	M2256016 5.880 1184	133.00	266.00
JOB # 2 TOTAL PARTS					1447.04
JOB # 2 TOTAL LABOR & PARTS					1472.04

J# 3+06PNZ0005 ALIGN FRONT END TECH(S):40015 89.96
 PERFORMED 4 WHEEL ALIGNMENT

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3 TOTAL PARTS					0.00
JOB # 3 TOTAL LABOR & PARTS					89.96

ESTIMATE
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
 ORIGINAL ESTIMATE OF \$45.00 (+TAX)
 APPROVED REVISED ESTIMATE (# 1) OF \$1895.00 (+TAX) ON 04/03/07 AT 12:00pm
 BY MR. WELCH COMMENTS
 COMMENTS
 WAITER



WARRANTY PARTS
AND LABOR 1 YEAR OR
12,000 MILES

Thank You

We Appreciate
Your
Business

*Ask about after hours
pick-up & drop off!

(414) 545-7000

"Any warranties on the products sold hereby are those made by the manufacturer. The seller, JOHN PAUL'S GREENFIELD PONTIAC BUICK GMC, INC., hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty 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 said products."

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.

JOHN PAUL'S

GMC   
MILWAUKEE U.S.A.

P.O. BOX 20878 • 3615 S 108TH ST.
GREENFIELD, WI 53228
(414) 545-7000 • FAX (414) 290-7162

CUSTOMER NO. 559740	ADVISOR STEVEN BUCZAK	273	TAG NO. 8280	INVOICE DATE 04/03/07	STOCK NO. PNCS492344
TONNI WELCH 1923 W. NASH ST. MILWAUKEE, WI 53206	LABOR RATE	LICENSE NO. 593GVS	SALES TAX 59,111	BUYER MAROON/	DELIVERY MILES
	VEHICLE TYPE 04/PONTIAC/GRAND PRIX/4 DOOR SEDAN	VEHICLE I.D. NO. 2 G 2 W P 5 2 2 5 4 1 1 9 0 0 5 4	DELIVERY DATE 09/29/03	SELLING DEALER NO.	PRODUCTION DATE
	P.T.E. NO.	R. D. NO.	R. D. DATE 04/02/07	COMMENTS	
RESIDENCE PHONE 414-875-9113	BUSINESS PHONE 414-217-5147				

TOTALS

PARTS DESIGNATED WITH AN ASTERISK (*) INDICATES LIFETIME GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS. IF YOU HAVE ANY QUESTIONS REGARDING G.M. GOODWRENCH SERVICE PLUS PLEASE SEE YOUR SERVICE ADVISOR.	TOTAL LABOR....	337.46
	TOTAL PARTS....	1556.04
	TOTAL SUBLET...	0.00
	TOTAL G.O.G....	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	106.04
	TOTAL INVOICE \$	1999.54



Goodwrench

WARRANTY PARTS
AND LABOR 1 YEAR OR
12,000 MILES

Thank You

We Appreciate
Your
Business

*Ask about after hours
pick-up & drop off!

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CUSTOMER SIGNATURE

Handwritten:
M 24103
APR 4 2007
2114
Ker

JOHN PAUL'S

GMC   
MILWAUKEE U.S.A.

P.O. BOX 20878 • 3615 S 108TH ST.
GREENFIELD, WI 53228
(414) 545-7000 • FAX (414) 290-7162

CUSTOMER NO. 559740	ADVISOR STEVEN BUCZAK	TAG NO. 273 8280	INVOICE DATE 04/04/07	STOCK NO. PNCS492504
TONNI WELCH 1923 W. NASH ST. MILWAUKEE, WI 53206	LABOR RATE	LICENSE NO. 593GVS	SALES TAX 59,111	COLOR MAROON/
	VEHICLE MODEL 04/PONTIAC/GRAND PRIX/4 DOOR SEDAN			DELIVERY DATE 09/29/03
	VEHICLE I.D. NO. 2 G 2 W P 5 2 2 5 4 1 1 9 0 0 5 4			SELLING DEALER NO.
RESIDENCE PHONE 414-875-9113	BUSINESS PHONE 414-217-5147	COMMENTS		R. D. DATE 04/04/07

LABOR & PARTS
J# 1 73PNZ SQUEAKS & RATTLES TECH(S):40015 115.70
CUSTOMER STATES THERE IS A CLUNKING HEARD FROM FRONT AND REAR OF VEHICLE. REVIEW HISTORY INSPECTED VEHICLE. FOUND DAMAGED BUSHINGS IN THE SWAYBAR LINKS. RELATED TO WHEEL DAMAGE REPLACED LEFT FRONT AND BOTH REAR SWAYBAR LINKS

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	15236543	LINK 7.240	32.00	32.00
JOB # 1	2	10320234	LINK 7.240	52.00	104.00
JOB # 1 TOTAL PARTS					136.00
JOB # 1 TOTAL LABOR & PARTS					251.70

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$252.00 (+TAX)

COMMENTS

TOTALS

PARTS DESIGNATED WITH AN ASTERISK (*) INDICATES LIFETIME GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS. IF YOU HAVE ANY QUESTIONS REGARDING G.M. GOODWRENCH SERVICE PLUS PLEASE SEE YOUR SERVICE ADVISOR.	TOTAL LABOR....	115.70
	TOTAL PARTS....	136.00
	TOTAL SUBLET....	0.00
	TOTAL G.O.G....	0.00
	TOTAL MISC CHG....	0.00
	TOTAL MISC DISC....	0.00
	TOTAL TAX.....	14.10
TOTAL INVOICE \$	265.80	



WARRANTY PARTS AND LABOR 1 YEAR OR 12,000 MILES

Thank You
We Appreciate Your Business

*Ask about after hours pick-up & drop off!
(414) 545-7000

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Handwritten notes:
APR 11 2007
3000
Kw