

Subrogation Department



January 19, 2024

CITY CLERK ATTN: CLAIMS
200 E WELLS ST RM 205
MILWAUKEE, WI 53202-3591

CITY OF MILWAUKEE
2024 JAN 26 PM 2:48
CITY CLERK'S OFFICE

IN REFERENCE TO: Claim Number Y00007831
INSURED NAME: PRIME FINANCIAL CREDIT UNION
DATE OF LOSS: 12/22/2023
EMC PAYMENT: \$12,521.98
INSURED DEDUCTIBLE: \$1,000.00
TOTAL PAYMENT: \$13,521.98

Be advised that total damages to our insured's elevators amounted to \$13,521.98 as a result of water damage to the elevator when City Inspector turned off the circuits to the sump pump, which occurred on the above date. Our investigation has determined that you are legally responsible for the damages which our insured has incurred.

If you had insurance in force at the time of this incident, you should immediately refer this letter to your insurance company or agent. Advise this office of your insurance company's name and your policy number by completing the following information and returning it to our office in the enclosed envelope:

Your signature: _____
Your insurance company: _____
Company address: _____
Your policy number: _____
Your agent name: _____

If you did not have insurance for this incident, we expect reimbursement from you. Contact this office immediately to indicate what arrangements you intend to make for such payment. I can be reached using the contact information below.

Thank you for your prompt attention to this matter.

P.O. Box 712 | Des Moines, IA 50306-0712 | 515.345.2906 | F 866.504.6467 | emcins.com

Employers Mutual Casualty Company
EMCASCOS Insurance Company

Dakota Fire Insurance Company
Illinois EMCASCO Insurance Company

Union Insurance Company of Providence
EMC Property & Casualty Company

EMC Reinsurance Company
EMC Risk Services, LLC
EMC National Life Company (affiliate)

CSPC39_..._0418



K. Hildreth

Kim Hildreth
Senior Subrogation Claims Adjuster
(515) 345-7436
kim.s.hildreth@emcins.com

Enclosure



Routine Maintenance Receipt

24 Hour Emergency Service
(888) 281-4062

Period Date: 09/01/2023

PRIME FINANCIAL CREDIT UNION
225 W GREENFIELD AVE
MILWAUKEE WI 53204

Service Ticket No: 16292740001

Work Type: PREVENTATIVE MAINTENANCE

Elevator ID: WI29183

ELEV #1

Technician Signature: Electronically Signed By Steve Biksadski Date of Service: 09/28/2023

Mechanic Comments:

Preventative maintenance Tested fire service and ADA phone operation. Tested emergency light battery and bell. Lubricated guide rails and first floor roller tracks. Adjusted down acceleration out 1 turn.

Job Site Notes:

Materials Used:

<u>Part No.</u>	<u>Description</u>	<u>PO Number</u>	<u>TS</u>	<u>CS</u>	<u>WH</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Maintenance Group Performed/Inspected

Account Manager

- ☒ Machine Room
- ☒ Door Group
- ☐ Cab Group
- ☒ Cartop/Pit/Hoistway Group
- ☒ Emergency Equipment Group
- ☐ Safety Testing

John Friedrichs
john.friedrichs@meiusa.com
262-752-6987

""Working Together to be the Best!""

For additional details on this service visit, please refer to the current MEI "Routine Maintenance Record" maintained onsite with the equipment (as required by ASME A17.1)



Department of Neighborhood Services

Office of the
Commissioner

**** In accordance with the Wisconsin Administrative code, the Certificate should be detached at the perforation and posted in the equipment room.**

**PRIME FINANCIAL CREDIT UNION
5656 S PACKARD AVE
CUDAHY WI 53110**

841 N. Broadway, Room 105, Milwaukee, WI 53202



**CERTIFICATE OF
ELEVATOR INSPECTION - PERIODIC**

Certificate#: **29183**

ELEV-PER-08-29183-H

Location: 225-225 W GREENFIELD AV
AKA:
Type: 410 New Passenger

Inspection Date: **10/23/2023**

Certificate Date: **10/23/2023 12:00**

Approved Capacity: **2100**

DNS-19

Office of the Commissioner • Department of Neighborhood Services



Routine Maintenance Receipt

24 Hour Emergency Service
(888) 281-4062

Period Date: 12/01/2023

PRIME FINANCIAL CREDIT UNION
225 W GREENFIELD AVE
MILWAUKEE WI 53204

Service Ticket No: 16539790001

Work Type: PREVENTATIVE MAINTENANCE

Elevator ID: WI29183

ELEV #1

Technician Signature: Electronically Signed By Steve Biksadski Date of Service: 12/22/2023

Mechanic Comments:

Preventative maintenance Tested ADA phone and fire service. Checked emergency light battery and bell. Checked pit after hearing water trickling from the bottom of the car. Gathered information for repairing elevator. Jack packings, traveling cable and bottom car guides should be replaced. Car is locked out

Job Site Notes:

Materials Used:

<u>Part No.</u>	<u>Description</u>	<u>PO Number</u>	<u>TS</u>	<u>CS</u>	<u>WH</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Maintenance Group Performed/Inspected

Account Manager

- ☒ Machine Room
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262-752-6987

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MEI

TOTAL ELEVATOR SOLUTIONS

Milwaukee Office
N50 W13740 Overview Dr Suite C
Menomonee Falls, WI 53051
Phone: (866)523-8721 Fax: (262)364-2645
www.meiusa.com

Date: 12/27/2023

QUOTE NUMBER: 21648 - Rev 1

Elevator Repair Agreement

EQUIPMENT LOCATION:

PRIME FINANCIAL CREDIT UNION
225 W GREENFIELD AVE
MILWAUKEE, WI 53204

SUBMITTED TO:

PRIME FINANCIAL CREDIT UNION
5656 S PACKARD AVENUE
CUDAHY, WI 53110

ELEVATOR DESCRIPTION:

Elevator ID: WI29183

Description: ELEV #1

ATTN:

CLINT WAGNER
414-486-4613
CWAGNER@PRIMEFCU.ORG

Type of Work: Repair

This Repair Agreement ("Agreement") is proposed as of this 27th day of December, 2023 ("Effective Date") between MEI Total Elevator Solutions ("MEI"), and "Customer": PRIME FINANCIAL CREDIT UNION, 5656 S PACKARD AVENUE, CUDAHY, WI 53110. MEI and Customer are collectively referred to herein as the "Parties" or individually as a "Party". MEI proposes to furnish certain maintenance services to Customer as provided herein.

Scope of Work:

MEI is providing this proposal to perform the following work:

Elevator Repairs due to Flooding of Elevator Pit

The Elevator pit has flooded causing damage requiring the following repairs:

- Clean and paint pit equipment
- Replace damaged jack seal/packing
- Replace Guide Shoe liners at bottom of car
- Replace Toe Guard
- Replace Traveling Cable

MEI to place elevator back in service after completion of repairs

Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI's then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI's Terms and Conditions (the "T&C").

Price:

\$13,521.98

Customer shall pay to MEI the amount of: **\$13,521.98** for the work performed per the Scope of Work as specified in Section 1 of this Agreement. The Fee is inclusive of any applicable sales tax at an estimated rate per the information provided by Customer at the time of Proposal. Any changes to tax rates due to circumstances beyond the control of MEI will remain the responsibility of Customer. The pricing in this Agreement is only valid for 45 days from the Effective Date listed above.

Payment Terms:

- Due upon completion; Net 30 days

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

Date: 12/27/2023

QUOTE NUMBER: 21648 - Rev 1

MEI TERMS AND CONDITIONS ("T&C")

- 1. Purchase and Payment.** Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as, but not limited to accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.
- 2. Standard Warranty.** MEI warrants that any new Product, including materials and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "Standard Warranty"). Any refurbished parts, if available, carry a warranty that such parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts or attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.
- 3. Repair Terms and Conditions.** Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine room(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge out rates and in addition to the Repair Fee.
- 4. Limitations.** Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injury to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.
- (a) **DAMAGES.** IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) **MAXIMUM LIABILITY.** EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (I) \$25,000; OR (II) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.
- (c) **EXCLUSIVE REMEDY.** CUSTOMER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.
- 5. Indemnification.** Each Party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, successors and assigns (collectively, "Indemnified Party") against all losses, damages, liabilities, claims, actions, judgments, settlements, awards, costs, or expenses of whatever kind, including reasonable attorneys' fees, actually incurred by Indemnified Party or actually awarded against Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party and its employees and agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct); or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to breach of the Agreement by, or negligence or misconduct of, Customer or its employees, agents, managers, representatives or contractors.



OFFICE OF THE CITY CLERK
Milwaukee, Wisconsin

INSTRUCTIONS FOR FILING A CLAIM AGAINST THE CITY OF MILWAUKEE

To file a claim against the City a claimant must comply with Section 893.80(1), Wis. Stats., a copy of which is printed at the bottom of this instruction sheet. Generally the statute requires the claimant to submit to the City Clerk:

1. A document stating the circumstances of the claim which must be signed by the claimant, or his/her agent or attorney. This document should be filed within 120 days of the event.
2. A document stating the address of the claimant and a statement of the relief sought. If money damages are sought, a specific sum must be stated.

(The above information may be combined in a single document.)

The following information should also be submitted to allow the City to promptly act on your claim:

1. Proof of the amount of the claim by means of either itemized receipts or two itemized estimates.
2. A phone number where the claimant can be reached during business hours as well as the claimant's e-mail address, if any.
3. As detailed a description of the incident as possible, including the date, time and place.

All information should be submitted to:

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

ADDITIONAL INFORMATION

Before you can file a lawsuit against the City of Milwaukee for reimbursement, State law requires that you first follow the claim procedures established by the City Clerk.

Filing a claim against the City does not automatically guarantee reimbursement from the City. However, the City examines each claim on an individual basis in determining if reimbursement is legally required.

In order to obtain reimbursement for a claim against the City, you must prove that the City or its employees acted unlawfully or negligently.

Only the City Attorney or the Common Council and the Mayor can authorize payment of a claim against the City. Any other representations made by City employees are not legally binding on the City.

893.80 Claims against governmental bodies or officers, agents or employees; notice of injury; limitation of damages and suits. **(1)** Except as provided in subs. (1g), (1m), (1p) and (8), no action may be brought or maintained against any volunteer fire company organized under ch. 213, political corporation, governmental subdivision or agency thereof nor against any officer, official, agent or employee of the corporation, subdivision or agency for acts done in their official capacity or in the course of their agency or employment upon a claim or cause of action unless:

(a) Within 120 days after the happening of the event giving rise to the claim, written notice of the circumstances of the claim signed by the party, agent or attorney is served on the volunteer fire company, political corporation, governmental subdivision or agency and on the officer, official, agent or employee under s. 801.11. Failure to give the requisite notice shall not bar action on the claim if the fire company, corporation, subdivision or agency had actual notice of the claim and the claimant shows to the satisfaction of the court that the delay or failure to give the requisite notice has not been prejudicial to the defendant fire company, corporation, subdivision or agency or to the defendant officer, official, agent or employee; and

(b) A claim containing the address of the claimant and an itemized statement of the relief sought is presented to the appropriate clerk or person who performs the duties of a clerk or secretary for the defendant fire company, corporation, subdivision or agency and the claim is disallowed.

Pol: 6A12513 Ins: PRIME FINANCIAL CREDIT UNION DoL: 12/22/2023

Adj: Angela Culbertson (Property Eastern Region 3)

Check Details Up to Financials: Checks

Edit Delete Transfer Void/Stop Reissue Clone

Check

Pay To The Order Of PRIME FINANCIAL CREDIT UNION

Mailing Address 5656 S Packard Ave
Cudahy, WI 53110-2657

Mailing Address Changed Yes

Net Amount \$12,521.98

In Payment of Claim: Y00007831 Issued at: Corporate
Claims
Replacement Cost Claim - Elevator Repair
at 225 W Greenfield

Payment Details

Gross Amount \$12,521.98

Deductions

Deduction Type	Comments	Amount
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Instructions

Recipient	P
Payment Method	C
Check Batching	A
Check Delivery	S
Check Instructions	C

Tracking

Status	R
Issue Date	
Cleared Date	
When To Pay	0

Actions

Workplan

Loss Details

Exposures

Parties Involved

Policy

Financials

Summary

Transactions

Checks

Non-Subro Collection/Acct...

Notes

Documents