

CITY OF MILWAUKEE

2002 MAY 14 PM 3:50

RONALD D. LEONHARDT  
CITY CLERK

May 11, 2002

Milwaukee City Clerk  
200 E. Wells St., Rm. 205  
Milwaukee, Wis. 53202

Re: C.I. File #: 02-V-58

Gentlemen:

In response to your proposal dated May 1, 2002, I would like to appeal this proposal.

Please send information how to proceed with the appeal.

Very truly yours,



Ms. Beverly Koch

4/22/02

EXPEDITE

**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 employe 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 employe 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 employe; 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.

**To File A CLAIM with The CITY OF MILWAUKEE:**

**You will need the following information**

**DATE of Incident** 4-8-02

**"City" Vehicle Number** 32631

CITY CLERK  
APR 22 PM 2:57

4/22/02

Claim with the City of Milwaukee  
Date of Accident 4/8/02  
City Vehicle Number 32631

On Monday, 4/8/02, at approximately 3:00 PM, I was proceeding west on Lincoln Ave., heading to the Self-Help Sanitation Center on 38th and Lincoln. I Paused at this point (with directional lights on) waiting for east-bound traffic to pass, so I could enter the Center. A City of Milwaukee dump truck plowed into the rear of my car, substantially damaging my car. This truck had an approximate weight of 50,000 lbs. I pulled into the entrance of the Center, in shock. I did not see what occurred which caused this accident.

The driver of the City of Milwaukee vehicle came to see if I was hurt (which I was not, thank goodness) and he apologized profusely. The West Milwaukee Police were called and came to the scene. I did not hear the driver's explanation, but numerous witnesses stated they saw my directional lights were on, and everyone (including the driver) acknowledged that the City was at fault. A Supervisor (Mr. Land) drove me home, and the Police Dept. took my keys and had the car towed to a locked lot. I asked the driver if there was a "loaner car" available to me, and after checking with a supervisor, he told me none was available, that I should rent a car which the City would reimburse, and to contact my insurance company.

I telephoned my insurance company (Sentry Ins. in Stevens Point) and I was told a claim adjuster would contact me in a day or two, and also to contact my insurance agent which I did, and he suggested I contact Enterprise Rental on Howell Ave., which I also did. They came to my home the next morning and arranged for me to rent a Mercury at \$25.99 per day, which I am still renting. The expense has been charged to my Visa card, since my insurance policy does not provide for a rental car. I am enclosing a copy of the rental contract with Enterprise Rental.

I did not hear from the City of Milwaukee until 4/12/02, which was an informational sheet as to how to file a claim with the City. Sentry Ins. telephoned me that they were towing my car to another lot to avoid a charge by the City, and also advised me that if Sentry would have to pay any portion of the claim, they would drop me from their pay-back program, which provides a return of a portion of the insurance premium as long as I have a good driver's record, which I have maintained continually. Since this has not been my fault, I feel it should not affect the pay-back program. (Actually, the car was never towed to another lot and remained at the first lot.)

My car is a 1966 Chevrolet Caprice, which is a classic car, and which has been my prime vehicle. It would have continued to be my vehicle had this accident not occurred. I always kept it under repair and parked it in my grage each night.

Sentry telephoned me and said it was very difficult to locate evidence to establish the market value, since there is no ready comparison. My car really is an irreplaceable car.

02 APR 22 PM 2:57

CITY OF MILWAUKEE  
RONALD J. LEONHARDT  
CITY CLERK  
02 APR 22 AM 10:05

4/22/02

The car was very beautiful, and I received many compliments on it. Everyone noticed it because it was so different from the current models. I did love it, not only for its looks, but also it was very roomy, it had a very strong motor (a 396 V-8) which everyone wanted, and also was of a very heavy metal construction, which everyone said was much safer than the current cars. I do a lot of traveling out of town, and along the I-System and always felt comfortable because of the strong motor and construction. I do believe I was saved from serious injury because of its construction. I understand the vehicle which hit me has a weight of 50,000 lbs.

Sentry has now sent me a document which represents a compilation by them as to estimated repair expense. However I have always been told that once a car is in a substantial accident (as this one was), it is not wise to attempt to repair it (particularly with all the travel I do).

I do feel that I should be provided with a new car, so that I can feel safe on the highway. I like the car I am renting and looked into the purchase of that type of vehicle. A document is attached showing the purchase price. I think the price of a new car is a reasonable settlement, since my Chevrolet had a very high value in this case because it not only saved my life, but also saved the City from a substantial lawsuit which could have resulted had I had a car which was not as substantial as the one I did have. I think my car gave its life to save mine.

In summary, I am making a claim as follows:

- 1) Cost of Storage at the City lot, from the date of the accident to the date of settlement. I believe it is \$7.00 per day.
- 2) Cost of rental car from the date of the accident to the date of settlement at \$25.99 per day.
- 3) Cost of a new car \$19,950.00, if purchased prior to 5/1/02.
- 4) Cost of a substantial jack which was relatively new and I paid approximately \$35.00 for it. (There were other things in the trunk which I do not recall.
- 5) If I lose the payback program, the expense of that loss.

I have never been in an accident and I never anticipated an accident. I have a very good driving record. This has occurred at an extremely busy time in my life and has caused a great deal of hardship to take care of this accident and still fulfill my duties with respect to my normal activities.

I know the driver was very remorseful, but I do not want to end up with a damaged car and a few dollars in my pocket due to no fault of my own. I could have continued my life as it had been with minimal expense to me, and I cannot afford to stand a substantial expense due to the City taking my car away from me. I hope you will consider my viewpoint and settle this quickly and satisfactorily.

Sincerely,

*Beverly Koch*

Beverly Koch  
1728 E. Iron St.  
Milwaukee, WI 53207  
744-0085

**DAVE**

MO 7:30A-6:00P TU 7:30A-6:00P  
WE 7:30A-6:00P TH 7:30A-6:00P  
FR 7:30A-6:00P SA 9:00A-12:00P  
SUN CLOSED

CALENDAR DAY  
YEAR MONTH DAY

ENTERPRISE RENT-A-CAR COMPANY, INC.  
6134 SOUTH HOWELL AVENUE  
MTI WAUKEE WI 53207-6114  
414-570-6400

RENTAL AGREEMENT No. **D** 181445

RENTAL TYPE  
YEAR MONTH DAY  
0822 AM 4/09/02

RENTER  
NAME: KOCH\* BEVERLY\*  
ADDRESS: 1728 E. IRON ST.  
CITY: MTI WAUKEE STATE: WI ZIP: 53207

MILES @ NO CHARGE

ORIGINAL VEHICLE  
COLOR: SILVER  
LICENSE NO.: RKX556  
MODEL: SABI  
MILE-AGE: 1369

DRIVER'S LICENSE  
LICENSE NO.: K2000642495901  
DOB: 12/19/74  
EXPIRES: 12/19/07

CALENDAR DAY HOURS @ 25.99

CONDITION AGREED TO  
RENTER

BILL TO COMPANY  
RENTER ACCEPTS DAMAGE RESPONSIBILITY  
RENTER REQUESTS OPTIONAL PARTIAL DAMAGE WAIVER (DW) AT DAILY FEE SHOWN IN ADJOINING COLUMN. SEE REVERSE. THIS IS NOT INSURANCE.

DW 9.99/DAY  
PAI 3.00/DAY  
SLP 9.95/DAY

REPLACEMENT VEHICLE

ADDITIONAL AUTHORIZED DRIVER - NONE PERMITTED WITHOUT ENTERPRISE'S APPROVAL.  
NO OTHER DRIVER PERMITTED

TAX 5.6%  
FUEL CHARGE 3.00/GALLON

PERMISSION GRANTED FOR VEHICLE TO LEAVE THE STATE

Who is under my control and direction to drive the rented vehicle for me and in my behalf. I am responsible for their acts while they're driving and for fulfilling terms and conditions of this agreement.  
RENTER: Beverly Koch  
AUTH. BY ENTERPRISE'S REP: D.S.

TOTAL CHARGES

CONDITION AGREED TO  
RENTER

NO GASOLINE REFUND - 1 DAY MINIMUM ACKNOWLEDGMENT OF TERMS AND CONDITIONS  
I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT AND THE ACCOMPANYING TICKET JACKET WHICH IS HEREBY INCORPORATED IN THIS AGREEMENT. MY SIGNATURE BELOW IS CONSIDERED TO HAVE BEEN MADE ON ANY APPLICABLE CREDIT CARD VOUCHER AND I AUTHORIZE ENTERPRISE TO PROCESS SUCH VOUCHER FOR ADVANCE DEPOSITS AND CHARGES INCURRED, INCLUDING PAYMENTS REFUSED BY A THIRD PARTY TO WHOM BILLING WAS DIRECTED. SEE REVERSE FOR LIABILITY RESTRICTIONS.

DEPOSITS

RENTER'S INSURANCE COMPANY  
ENTERPRISE

DATE: 4/09/02  
EMPL. # 3515K  
I WILL RETURN CAR BY: 4/10/02  
AMOUNT: 250.00 VISA AUTH 4/09 009082

REFUNDS

POLICY NUMBER & EXP. DATE  
97-42960-52

Did you arrive via General Mitchell Airport in the last 24 hours?  
Renter Approval Yes No BK

AMOUNT DUE

PAID BY CASH CHECK CR. CARD CHARGE

RECEIPT FOR CASH REFUND

CLAIM INFORMATION

POL. OR CL # REIMBURSAL\*\*  
INSD. SAME  
LOSS DATE THEFT ACCIDENT I  
REPAIR SHOP  
TYPE CAR

\* AIRPORT'S COPY

RES # 743154

10424

TS 2002 SABLE LS PREMIUM 4-DR SED 22395 00 20556 00  
 J2 SILVER FROST C/C METALLIC  
 MEDIUM GRAPHITE LTHR



KEY STANDARD EQUIPMENT  
 .ORDER CODE 300A  
 .POWER DRIVER SEAT  
 .DUAL VISOR ILLUMINATED MIRROR  
 .INSIDE MIRROR WITH COMPASS  
 .LEATHER WRAPPED STEERING WHL  
 .PERIMETER ANTI-THEFT

OPTIONAL EQUIPMENT  
 99S .3.0L 4V 6-CYLINDER ENGINE NC NC  
 44L .AUTOMATIC OVERDRIVE TRANS NC NC  
 T22 .P215/60R16 ALL-SEASON TIRES NC NC  
 184 6-PASS W/FLIP FOLD COL SHFT NC NC  
 552 ANTI-LOCK BRAKING SYSTEM NC NC  
 J LEATHER SEATING SURFACE NC NC  
 TOTAL VEHICLE & OPTIONS 22395 00 20556 00  
 DESTINATION & DELIVERY 650 00 650 00  
 SCHEDULE A (MEMO) .00

**FRANK BOUCHER**  
 LINCOLN-MERCURY OF WAUKESHA  
 1583 East Morland Blvd.  
 Waukesha, WI 53186  
 (262) 547-0031 • FAX (262) 547-6692

CHUCK NEVSIMAL

www.gordie.com



TOTAL FOR VEHICLE

**23045 00**

10 U.S. GAL GAS FACTORY 16 00  
 PRICED DORA  
 BATCH-ID 2C08104325 N RC 2X  
 PRICE LEVEL 255060M55  
 SHIPPING WEIGHT 3231 LBS.  
 VIN: 1MEFM55S62G630216

2294

7620

CUSTOMER COST \$ 21,950  
 2,000  
 \$ 19,950

REBATE UNTIL 5-1-02  
 (MUST TAKE DELIVERY PRIOR TO  
 MAY 1ST TO BE ELIGIBLE FOR  
 REBATE)

PREP 70400/11950 95.54 FAC #630216  
 STK 2294 FAC 630216 FAC 630216  
 20000 11600 11900/1900  
 21010.20.00 - loan 21015 STK # 2294  
 13000.20.00 +

THIS INVOICE MAY NOT REFLECT THE FINAL COST OF THE VEHICLE IN VIEW OF THE POSSIBILITY OF FUTURE REBATES, ALLOWANCES, DISCOUNTS AND INCENTIVE AWARDS FROM FORD MOTOR COMPANY TO THE DEALER.

FDAF/LMDA ASSESSMENT	INVOICE TOTAL	LESS HOLDBACK FOR DEALER ACCOUNT	LESS APPROX FINANCING COST FOR DEALER ACCOUNT	MEMO INVOICE LESS HOLDBACK & FIN COST	A PLAN
220.00	21442.00	672.00	180.00	20590.00	20397.00

672.00 .00 .00 .00 672.00 20376.00

SOLD TO  
 Frank Boucher's Waukesha L-M 42E538  
 1583 East Morland Boulevard  
 Waukesha WI 53186

SHIP TO (IF OTHER THAN ABOVE)

0961X  
 29786 Keyless

TO	76	STATE	
2	6	WI	CN40
DATE INV PREPARED	ITEM NUMBER	TERM	TRANSIT
03/08/02	42-A122	J2	05

SHIP THROUGH

**SENTRY INSURANCE**  
**SENTRY CLAIMS SERVICE**  
Customer Service is our Priority!  
1233 N Mayfair Rd. Ste 201

Wauwatosa, WI 53226-3255  
(414)479-3734 Fax: (414)479-3710

**ESTIMATE OF RECORD**

Written by: Mark Nordstrum #904 04/17/2002 04:33 PM  
Adjuster: KATHY KLAPOETKE #

<b>Insured:</b> BEVERLY KOCH	<b>Claim #</b> 66A992352A -F-	1
<b>Owner:</b> BEVERLY KOCH	<b>Policy #</b> 97429605200	
<b>Address:</b> 1728 E IRON ST BAYVIEW, WI 53207-0000	<b>Date of Loss:</b> 04/08/2002	
<b>Evening:</b> (414)744-0085x0000	<b>Type of Loss:</b> Collision	
<b>Other:</b> (414)744-0085	<b>Point of Impact:</b> 5. Right Rear	

**Inspect** CITY OF POLICE DEPT OTHER  
**Location:** UNK  
MILWAUKEE, WI

**Repair** UNK 7 Days to Repair  
**Facility:** License #

1966 CHEV CAPRICE 8 4D HDTP AQUA Int:  
**VIN:** 166396J260800 **Lic:** A8214T WI **Prod Date:** **Odometer:** 104349  
Bumper Guards Vinyl Roof Power Steering  
Power Brakes AM Radio FM Radio  
Stereo Cassette Cloth Seats  
Split Bench Seats Automatic Transmission Deluxe Wheel Covers

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1#	Repl	REAR BUMPER ASS -LKQ	1	250.00	1.5	
2#	Repl	TRUNK LID-LKQ	1	300.00	1.0	4.5
3#	Repl	RT TAIL-LITE ASSY-LKQ	1	75.00	0.5	
4#	Repl	RT QTR PANEL-LKQ	1	350.00	15.0	4.0
5#	Rpr	TRIM USED PART			3.0	
6#	Rpr	LT QTR PANEL			5.0	2.5
7#	Rpr	ROUGH PULL- SHEET METAL			2.0	
8#	Rpr	FRAME			4.0	
9#	Rpr	TRUNK FLOOR			4.5	1.5
10#	Rpr	INNER STRUCTURE			2.0	
11#	Rpr	PULL BACK TOP			1.5	
12#	Rpr	RT REAR DOOR			1.0	2.0
13#	Repl	TRUNK WEATHER STRIP	1	49.95	0.5	
Subtotals ==>				1024.95	41.5	14.5

**ESTIMATE OF RECORD**

1966 CHEV CAPRICE 8

4D HDTP AQUA Int:

Parts			1024.95
Body Labor	41.5 hrs @ \$ 42.00/hr		1743.00
Paint Labor	14.5 hrs @ \$ 42.00/hr		609.00
Paint Supplies	14.5 hrs @ \$ 21.00/hr		304.50
-----			
SUBTOTAL			\$ 3681.45
Sales Tax	\$ 3681.45 @ 5.6000%		206.16
-----			
TOTAL COST OF REPAIRS			\$ 3887.61
ADJUSTMENTS:			
Deductible			500.00
-----			
TOTAL ADJUSTMENTS			\$ 500.00
NET COST OF REPAIRS			\$ 3387.61

No additions to this appraisal without prior approval. This instrument is not an authorization to repair. It is understood that the undersigned is prepared to complete and guarantee the above repairs at a price of \$ \_\_\_\_\_ including all charges incidental thereto.

Signature \_\_\_\_\_

Shop \_\_\_\_\_

Tax Identification / Social Security Number \_\_\_\_\_

MOTOR VEHICLE REPAIR 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.

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