

ORIGINAL

NOTICE OF CLAIM FOR DAMAGES

CITY OF MILWAUKEE

JESSIE R. COLBERT
3803 N. 4th Street
MILWAUKEE, WI 53212

01 NOV -5 PM 2:56

RONALD D. LEONHARDT
CITY CLERK

Complainant,

-v-

CITY OF MILWAUKEE
City Clerk
200 E. Wells Street
MILWAUKEE, WI 53202

Respondent.

TO: City Clerk, Common Council
City of Milwaukee
200 E. Wells Street
MILWAUKEE, WI 53202

CITY OF MILWAUKEE
RECEIVED
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OFFICE OF
CITY ATTORNEY

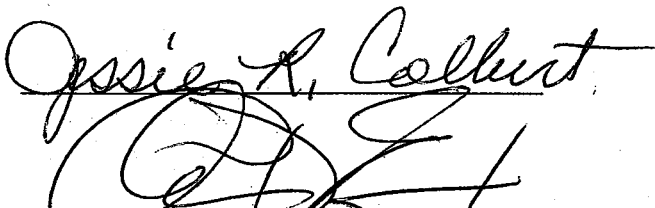
JESSIE R. COLBERT, by her attorney Alan D. Eisenberg, submits the following as and for her Notice of Claim for Damages:

1. Complainant is an adult resident of the City of Milwaukee, Milwaukee County, Wisconsin, residing at the address shown above;
2. Respondent is a public body politic whose offices are located at the address shown above;
3. On or about July 9, 2001, Complainant discovered that Complainant had been defrauded in the purchase of a city-owned residential property located at 3803 N. 4th Street, Milwaukee, WI 53212-1111 as follows:
4. On or about April 30, 2001, Complainant presented an offer to purchase a City of Milwaukee-owned property commonly known as 3803 N. 4th Street, Milwaukee, WI 53212-1111 for which earnest money was deposited with the realtor involved in this sale and Complainant personally performed physical inspection of the premises in connection with her offer to purchase; At the time of this personal on-site inspection by Complainant which occurred in mid-April, 2001, Complainant noticed that the furnace was on and needed to turn it off because the home was "too warm;"
5. On or about July 5, 2001, complainant closed on the sale of the subject property at which the City of Milwaukee representative(s) were present along with the complainant's realtor, Ms. Jeanette M. Taylor, of the ShoreWest Northwest Office;
6. Complainant alleges and asserts that prior to and at the time of closing the City of Milwaukee presented Complainant with two Inspection Reports and Order to Correct Condition (SN #003037871 and SN #00303787 dated September 19, 2000, copies appended hereto) indicating that these two reports constituted the sole problems and or violations requiring correction by the then owner of the property and as the property was sold on an "AS IS" basis, Complainant was aware of those specific violations and material adverse facts of said property and, therefore, had reason to rely on those facts in making consideration for the purchase of and attendant obligations in connection with the subject property; Further, Complainant alleges and asserts that at no time prior to or immediately following the closing of the sale was Complainant

permitted a walk-through of the premises to verify that the conditions of the home were exactly the same at the time of possession as at the time of the offer;

7. Complainant alleges and asserts that the City of Milwaukee, its agents, officials and employees defrauded Complainant by dismantling and/or removing the gas furnace which was not discovered by Complainant until July 9, 2001, at which time Complainant had arranged for Wisconsin Gas to come to the premises to reconnect gas service but were unable to do so because the gas furnace components had been removed from the property;
8. Further, Complainant alleges and asserts that the City of Milwaukee, its agents, officials and employees additional defrauded Complainant in its failure to properly disclose to Complainant that electrical service on the premises was defective, not connected according to code and was a fire hazard and not code compliant, which defects were known by property inspectors or ought to have been known by property inspectors, agents, officials and employees of the City of Milwaukee;
9. On or about September 20, 2001, Complainant made a complaint by telephone to the City of Milwaukee's property specialist, Karen Taylor, (286-5730), to file a complaint with respect to the above matters, thereby putting the City on notice of a pending Notice of Claim, but was told "you bought this property in an AS IS condition and the City has no responsibility for a missing furnace," Further, complainant was informed and does believe that the City of Milwaukee, its officials, agents and personnel, were at all times between mid-April, 2001 and July 5, 2001 the custodian of the said premises and all keys and security in connection with the said premises were the sole responsibility of the City of Milwaukee, its officials, agents and personnel and, accordingly, liable for protection of the property on behalf of the Complainant;
10. Complainant seeks damages and compensation in the amount of seven thousand three hundred (\$7,300.00) dollars and punitive damages in the amount of ten thousand (\$10,000.00) dollars and any other such just and equitable relief as may be granted.

Dated at Milwaukee, Wisconsin this 5th day of November, 2001.


Alan D. Eisenberg, Attorney for Complainant
State Bar No. 1010803

P.O. Address:
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