

CITY OF MILWAUKEE

2020 AUG -4 P 1:46

CITY CLERK'S OFFICE

July 227, 2020

Milwaukee City Clerk

200 East Wells St

Room 205

Milwaukee, WI 53202

Re: Claim for damages denial

Dear Sirs,

I am requesting an immediate appeal hearing for your denial of my claim for damages to my garage that was caused by a city garbage truck. (please see attached documents)

I am requesting that not only my alderwoman, JoCasta Zamarripa, but also Mr. Walt Zolkowski, from the Sanitation Dept. be at that meeting as well. I have met with Mr. Zolkowski, and he not only confirmed that the garbage trucks do indeed back down my alley, but he also confirmed that the damage was most likely caused by the truck hitting the garbage container and pushing the handle through the boards on the garage. I would suggest that you reach out to both those parties and they can further enlighten you as to how this damage was done.

I would like to get matter resolved, since it has been outstanding since January. I realize that some of that delay was caused by the closure of city office due to the pandemic, but it is now time to finish this.

Please schedule this hearing just as soon as you can arrange for all parties to be present, whether in person or virtually.

I look forward to your prompt attention to this matter.

Very truly yours,



William Rutherford

OFFICE OF CITY ATTORNEY
05 AUG 20 PM 12:20

Cc: JoCasta Zamarripa

William Rutherford
1220 S. 32nd St.
Milwaukee, WI 53215

CITY OF MILWAUKEE
2020 JUL 30 PM 2:58
CITY CLERK'S OFFICE

MILWAUKEE
WI 532
28 JUL 20
PM 5:1

*Milwaukee City Clerk
200 E. Wells St
Room 205
Milwaukee, WI 53202*

53202-357093

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March 2, 2020

CITY OF MILWAUKEE
2020 MAR -4 P 3:33
CITY CLERK'S OFFICE

City Clerk

ATTN: Claims

200 E. Wells St Room 205

Milwaukee, WI 53202-3567

RECEIVED
OFFICE OF CITY ATTORNEY

MAR 6 - 2020


3:00 A.M./P.M.

On January 15th, 2020, a city sanitation truck backs into the side of my garage, located in the alley at 1220 South 32nd St., causing damage. A city investigator was here and documented the circumstances in his report. Two supervisors from the Sanitation Department have also viewed the damage and have agreed that the city is at fault.

As per instructions, I am submitting two written estimates for the repair to my garage. Please issue a check to me so that I can schedule the repairs to the garage.

If you have any questions, please call me at 414-403-6990.

Your prompt attention to this matter is appreciated.



Bill Rutherford

1220 South 32nd ST.

Milwaukee, WI 52315

893.80 Claims against governmental bodies or officers, agents or employes; 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 1-15-2020

"City" Vehicle Number 1220 S. 32nd

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 on the reverse side 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.
3. As detailed a description of the incident as possible, including the date, time and place. Include the "City" vehicle #.

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.



Majkrzak Home Services
 2130 N 61st St Wauwatosa WI
 414-218-263

Page No. 1 of 1

PROPOSAL

PROPOSAL SUBMITTED TO Bill Rutherford		TODAY'S DATE 02/28/2020	DATE OF PLANS/PAGE #'S 02/28/2020
PHONE NUMBER	FAX NUMBER	JOB NAME	
ADDRESS, CITY, STATE, ZIP 1220 S 32nd St Milwaukee Wi 53215		JOB LOCATION same	

We propose hereby to furnish material and labor necessary for the completion of:

Remove and replace damaged siding and framing materials

Install new framing materials and framing/sheathing materials.

Prime and paint wall of garage to match.

Dispose of waste and clean up

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:
Two thousand and one hundred dollars (\$ **2,100.00**)

Payment as follows: half down at acceptance. Balnce due at completion

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized
Signature _____

Note: this proposal may be withdrawn by us
if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____



"GOING THE EXTRA MILE...FOR YOU."

5424 W. MONTANA
MILWAUKEE, WI 53219
414-610-4734

PROPOSAL/CONTRACT

DATE: FEBRUARY 14, 2020

TO: BILL RUTHERFORD
1220 S. 32ND ST.
MILWAUKEE, WI 53215

FOR: Garage wall repair

DESCRIPTION	AMOUNT
<p>MARATHON SERVICES WILL PROVIDE MATERIALS AND LABOR SUFFICIENT TO DO THE FOLLOWING AT THE RUTHERFORD RESIDENCE:</p> <ol style="list-style-type: none">1. REMOVE DAMAGED CLAPBOARD SIDING AND SUBSTRATE, AS NEEDED, FROM GARAGE WALL.2. INSTALL NEW SUBSTRATE AND CLAPBOARD SIDING.3. APPLY PRIMER TO NEW SIDING.4. PAINT ENTIRE WALL OF GARAGE. PAINT COLOR TO MATCH EXISTING. <p style="text-align: right;">MATERIALS AND LABOR:</p>	\$1930.00
	\$1930.00

I HAVE READ THE ABOVE PROPOSAL AND AGREE WITH THE DESCRIPTION AND SECOND PAGE DISCLAIMERS. ITS PRICING IS ACCEPTED. I HEREBY AUTHORIZE MARATHON SERVICES LLC TO DO THE WORK AS SPECIFIED.

X _____ /_____/_____

- MAKE ALL CHECKS PAYABLE TO: MARATHON SERVICES LLC
- CALL FOR PAYPAL OR CREDIT CARD PAYMENT. PLEASE ADD 4% AS A SERVICE FEE.
- FINAL PAYMENT IS DUE SAME DAY AS JOB COMPLETION.
- THIS PROPOSAL MAY BE WITHDRAWN BY MARATHON SERVICES LLC IF NOT ACCEPTED WITHIN 10 DAYS.

THANK YOU FOR YOUR BUSINESS!

1. All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices.
2. Any alteration or deviation from submitted specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the original proposal/contract.
3. All agreements contingent upon strikes, accidents, or delays beyond our control.
4. Owner to carry fire, tornado, and other necessary insurance.
5. Late fees: All payments must reach the offices of Marathon Services by the due date. For past due payments, please add 5%, per day to amount due.
5. Notice of lien rights:

As required by the Wisconsin Construction Lien law, you are hereby notified that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for the construction on your property may have lien rights on your land and buildings if they are not paid. Those entitled to lien rights, in addition to the undersigned prime contractor, are those who contract directly with you or those who are required to and do give you notice within sixty (60) days after they first perform, furnish or procure labor, services, materials, plans and/or specifications for the construction.

Accordingly, you probably will receive identification notices from those who perform, furnish or procure labor, services, materials, plans or specifications for the construction. You should give a copy of each notice you receive to your mortgage lender, if any. The undersigned prime contractor agrees to cooperate with you and your lender, if any, to see that all potential lien claimants are duly paid.

6. At Marathon Services LLC, all ceramic, glass, porcelain and stone tile work is considered artwork. All tile work set by Marathon Services LLC will be set according to agreed upon tile arrangement plans approved by customer. Effort will be made to ensure accuracy and precision in all tile setting and grout applications. In the event of a discrepancy, reasonable effort will be made in order to rectify the problem area. It may not be possible to rectify some discrepancies.

7. Licensing: Wisconsin Department of Safety and Professional Services

-- Dwelling Contractor Qualifier Certification ID: 1249720

--Building Contractor Registration ID: 1249719