

32 Throughout November 2025, the City was not employing anyone to plow the brick-paved
33 road/alleyway in question, which runs along the claimant's property, nor was the City contracting with a
34 third-party for these services. Beginning on December 30, 2025, the City began contracting with 4 Seasons
35 Landscaping for these services; however, that contract and the services provided thereunder did not begin
36 until after these damages allegedly occurred. Therefore, neither the City's employees nor one of the City's
37 contractors could have caused the alleged plow damage to the claimant's property during November 2025.

38 Furthermore, the City would argue that this claim is not actionable against the City due to defects
39 in the claim as filed. This claim did not include an itemized statement of the relief sought, as required by
40 Wis. Stat. § 893.80(1d)(b). As such, the City would argue that the claimant did not satisfy the statutory
41 requirements for filing a timely claim in accordance with Wis. Stat. § 893.80(1d), and, in turn, he does not
42 have a right to maintain an action against the City.

43 For the reasons forth above, the City Attorney's Office recommends that this claim be disallowed.

44

45 **BUDGETARY IMPACT:**

46 Assuming the recommendation to disallow this claim is adopted, this item would have a \$0.00
47 impact on the City's budget.

48

49 **RECOMMENDED ACTION:**

50 That the disallowance of this claim be recommended for approval.

51
