

GRANT F. LANGLEY
City Attorney

RUDOLPH M. KONRAD
LINDA ULISS BURKE
VINCENT D. MOSCHELLA
Deputy City Attorneys



THOMAS O. GARTNER
BRUCE D. SCHRIMPF
SUSAN D. BICKERT
STUART S. MUKAMAL
THOMAS J. BEAMISH
MAURITA F. HOREN
JOHN J. HEINEN
DAVID J. STANOSZ
SUSAN E. LAPPEN
JAN A. SMOKOWICZ
PATRICIA A. FRICKER
HEIDI WICK SPOERL
KURT A. BEHLING
GREGG C. HAGOPIAN
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MELANIE R. SWANK
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EDWARD M. EHRlich
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MARYNELL REGAN
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ELOISA DE LEÓN
ADAM B. STEPHENS
KEVIN P. SULLIVAN
BETH CONRADSON CLEARY
THOMAS D. MILLER
HEIDI E. GALVÁN
JARELY M. RUIZ
ROBIN A. PEDERSON
DANIELLE M. BERGNER
Assistant City Attorneys

October 7, 2009

Steven Austin
1300 East Kane Place, No. 403
Milwaukee, WI 53202-1689

RE: Steven Austin
C.I. File No: 09-S-94

*This I call
in 2009.
requesting a
hearing
10-15-09*

Dear Mr. Austin:

We have received your claim in the amount of \$377.00, relating to alleged damages to your vehicle when it collided with a pothole at North Holton Street and East Concordia Avenue on November 4, 2008.

Our investigation reveals that the Infrastructure Services Division and the Milwaukee Water Works records indicate that prior to November 4, 2008, the City had no notice of this hazard in the roadway and because of this lack of notice the City would not be liable. Therefore, we are denying your claim.

If you wish to appeal this decision, you may do so by sending a letter within 21 days of the receipt of this letter to the Milwaukee City Clerk, 200 East Wells Street, Room 200, Milwaukee, Wisconsin 53202, requesting a hearing.

Very truly yours,

GRANT F. LANGLEY
City Attorney

ROBERT M. OVERHOLT
Investigator Adjuter

RMO:150672
1029-2009-736

CITY OF MILWAUKEE
2009 OCT 16 AM 8:46
RONALD D. LEONHARDT
CITY CLERK

10-17-09

OFFICE OF THE CITY ATTORNEY

Milwaukee City Hall Suite 800 • 200 East Wells Street • Milwaukee, Wisconsin 53202-3551 • Telephone: 414.286.2601 • TDD: 414.286.2025 • Fax: 414.286.8550

CITY OF MILWAUKEE

09 MAR 11 AM 8:25

03-11-09

City Clerk

RONALD D. LEONHARDT
CITY CLERK

ATTN: CLAIMS

200 E. Wells St., ROOM 205
Milwaukee, WI 53202-3567

November 4th, 2008, 7:30 A.M.
my car front right end tire went
in to pot hole on East Concordia
Avenue, cross street North Holton Street
in front of CRICKET store at 3278
block. This cause wheel had to come loss.
Call City of Milwaukee about hole, they
fix, called back to thank them for fast
service repair. Had to repair car November 6th 08.
Asking for amount of \$377.84 for
repair of my car. Find out about City
Claim 03-06-09. God Bless.

Mr. Steven C. Austin
Steven C. Aust

Address 1300 E Kane Pl #403
Mil, WI 53202-1689

E-Mail Steven.Austin@G-Mail.Com

Cell Ph. 414-552-6500

Thank you.

RECEIVED
2009 MAR 11 PM 3:59
CITY ATTORNEY



Velasquez & Sons
709-711 S. Cesar E. Chavez Dr.
Milwaukee, WI 53204-1214
(414) 383-3100

INVOICE

#45491 Page 1 of 2
11/06/2008, 9:58 am

STEVEN C. AUSTIN
1300 E. KANE PL.
Apt #402
MILWAUKEE, WI 53202

HOME: 414-426-8475

ACCOUNT #:

1995 PONTIAC GRAND AM
584-BNF (WI)
ODOM IN/OUT: 162254 / 162254
1G2NE55M2SC709003
3.1L V6 Cyl.

377.84 visa Auth: 90604A

Sales Person: 2-01:Villegas,
Tech: M:JACOBO, JOSE L
Tech: 2-10:INIGUEZ, ALFR

Qty	Item Number	Loc	Description	ST	Each	Labor	Misc	Extended
Front End								
1	K6620	Lf	CONTROL ARM BUSHING	R	50.00	70.00		120.00
1	NT513017K		BEARING HUB ASSEMBLY NTP	R	90.00	130.00		220.00
M			Sub-Total Front End:		140.00	200.00	0.00	340.00

Exhaust								
1	CUSTOM		BRACKET	RO		30.00		30.00
2-10			Sub-Total Exhaust:		0.00	30.00	0.00	30.00

Bushing
bearing Hub

(K6620)

Parts 140.00
Labor 230.00

Sub-Total 370.00

State Tax 7.84

Grand Total 377.84

one year warranty on front end work

~~LIFE TIME WARRANTY ON ALL WHEELS~~
~~1 YEAR WARRANTY ON ALL PIPES & PERFORMANCE MUFFLERS~~
~~2 YEARS WARRANTY ON CONVERTERS~~
~~1 YEAR WARRANTY ON ALL OTHERS~~
~~NO WARRANTY ON OTHERS~~

NOT WARRANTED

Bracket

11/7/08



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Milwaukee, WI 53204-1214
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INVOICE
#45491 Page 2 of 2
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3.1L V6 Cyl.

Grand Total 377.84

****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****

☐ I REQUEST THE RETURN OF PARTS REPLACED ☐ I DO NOT WANT REPLACED PARTS RETURNED TO ME.
You are entitled by law to the return of all parts replaced, except which are too heavy or large, and those required to be sent back to the manufacturer or distributor because of warranty work or exchange agreement.
You are entitled to inspect the parts which cannot be returned to you.

you are entitled to a price or estimate for the repairs you have authorized. The repair price may be less than the estimate, but will exceed more the estimate by more than 10% or \$15.00, whichever is less, without your consent. You may have your right to a written estimate and require that you be notified if the price exceeds an amount you have specified. You may have your right to an estimate which gives the repair shop the right to set the price without your permission.

YOUR SIGNATURE BELOW INDICATES YOUR SELECTION: chose (a)-(b)-(c).

(a)-I request an estimate in writing before you begin repairs. **SIGNATURE X** 377.84
(B)-Proceed with repairs but call me for approval before continuing if price exceeds \$377.84.
SIGNATURE X _____
(c)-I do not want an estimate and you may set the price of repairs. **SIGNATURE X** _____

ALL REPAIR WORK AND ALL PARTS USED ARE:

☒ **WARRANTED** ☐ **NOT WARRANTED**
FOR A MINIMUM OF 90 DAYS AND/OR 3,000 MILES

* ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER THE SELLER (ABOVE NAMED DEALERSHIP)
HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES
NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS

I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purpose of testing inspection or delivery at may risk. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle in case of fire, theft, accident or any other cause beyond your control.

SIGNATURE X [Signature]

THANK YOU FOR YOUR BUSINESS!

11/06/2008