

Marcia Ferguson Velde
3424 N Shepard Ave
Milwaukee, WI 53211
414-803-9089 (cell)
velde@sbcglobal.net (email)

October 31, 2024

City Clerk
ATTN: CLAIMS
200 E. Wells St., Room 205
Milwaukee, WI 53202-3567

On Saturday, October 5, 2024 at approximately 5:40 PM, we were driving west on State Street into the setting sun west of Hwy 175. We were in an unfamiliar (to us) part of Milwaukee/Wauwatosa, following GoogleMaps directions to a restaurant. There was no traffic and no parked cars. The street had no lane markings, so my husband was driving carefully at about 25 mph, keeping to the right side of the street. At 54th Street, we hit an unmarked bump out. The impact destroyed the right front tire and wheel, and the rear right tire of our car. The cost to repair the damage was \$1,845.24

Attached is a copy of the invoice to repair the damage. We believe that the City of Milwaukee is liable for the damage to our vehicle, due to unmarked road impediments and failure to maintain a safe street, in the absence of lane markers.

We hereby make claim to the City of Milwaukee, and request payment of the damage to our vehicle, in the amount of \$1,845.

I can be reached at the above noted email address or phone number.

Thank you for your prompt attention to this claim.

Sincerely,


Marcia Ferguson Velde

CC Jonathan Brostoff



OFFICE OF CITY ATTORNEY
07 NOV '24 10:01 AM

CITY OF MILWAUKEE
CITY CLERK'S OFFICE
2024 NOV -5 PM 3:33



Lexus Complete Maintenance Care



LEXUS OF MILWAUKEE

CUSTOMER NAME: VELDE, MARGIA

YEAR/MODEL: 2021

RX 350

DATE: 10/07/2024

MILEAGE: 25786

VIN: 2T2HZMDA0MC303780

REPAIR ORDER #: 147698

ASSISTANT SERVICE MANAGER: ANGELA RESA

TECHNICIAN: Kenny Kolby, K...

INTERIOR/EXTERIOR

☒	☐	Head Lights / Tail Lights / Turn Signals / Brake Lights / Hazard Warning Lights / Exterior Lamps
☒	☐	Windshield Washer Spray / Windshield Wiper Condition
☒	☐	Windshield Condition (Inspect for Cracks, Chips, or Fitting)
☒	☐	Upholstery / Carpet / Floor Mats / Mirrors / Glass
☒	☐	Emergency Brake Adjustment
☒	☐	Horn Operation
☒	☐	Fuel Tank Cap Gasket
☒	☐	Air Conditioning Filter (if equipped)
☐	☐	Clutch Operation (if equipped)

UNDER VEHICLE

☒	☐	Shock Absorbers / Suspension
☒	☐	Steering Gear Box / Linkage and Boots / Ball Joints / Dust Covers
☒	☐	Muffler / Exhaust Pipes / Mountings
☒	☐	Engine Oil and/or Fluid Leaks
☒	☐	Brake Lines / Hoses / Parking Brake Cable
☒	☐	Drive Shaft Boots / Constant Velocity Boots / U-Joints / Transmission Linkage (if equipped)
☒	☐	Transmission / Differential / Transfer Case (Check Fluid Level, Fluid Condition and Fluid Leaks)
☒	☐	Fuel Lines and Connections / Fuel Tank Band / Fuel Tank Vapor Vent System Hoses
☒	☐	Inspect Nuts and Bolts on Body Chassis

UNDER HOOD

☒	☐	Fluid Levels: Oil / Coolant / Battery / Power Steering / Brake Fluid / Washer / Automatic Transmission
☒	☐	Engine Air Filter
☒	☐	Drive Belts (condition and adjustment)
☒	☐	Engine Coolant Protection System
☒	☐	Cooling System Hoses / Heater Hoses / Air Conditioning Hoses and Connections
☒	☐	Radiator Core / Air Conditioning Condenser (if equipped)

BATTERY PERFORMANCE

☒	☐	Battery Terminals / Cables / Mountings
☒	☐	Check Condition of Battery (Storage Capacity Test)
☒	☐	Pass ☐ Recharge Retest ☐ Fail
FLOOR MAT PROPER INSTALLATION & CARE		
☒	☐	Verify that the correct driver's floor mat is installed.
☒	☐	Explain proper driver's floor mat installation using the retaining hooks (clips).
☒	☐	Explain floor mat care: Never install the driver's floor mat with the bottom-side up, do not place another floor mat(s) on top of an existing mat, and regularly verify the driver's floor mat is properly secure, e.g., after car wash, interior cleaning, etc.

BRAKE AND TIRE

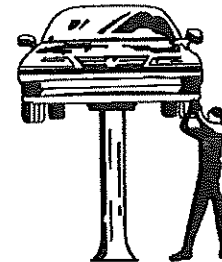
LEFT FRONT

☒	☐	Brake Lining .10 _____ mm
☒	☐	Tire Tread .8 _____ 32nds"
☒	☐	Wear Pattern <u>NORMAL</u>
☒	☐	Tire Pressure .35 _____ psi

RIGHT FRONT

☒	☐	Brake Lining .10 _____ mm
☒	☐	Tire Tread .8 _____ 32nds"
☒	☐	Wear Pattern <u>NORMAL</u>
☒	☐	Tire Pressure .35 _____ psi

INSPECT BRAKE LINING



INSPECT TIRE WEAR

LEFT REAR

☒	☐	Brake Lining .7 _____ mm
☒	☐	Tire Tread .8 _____ 32nds"
☒	☐	Wear Pattern <u>NORMAL</u>
☒	☐	Tire Pressure .35 _____ psi

RIGHT REAR

☒	☐	Brake Lining .7 _____ mm
☒	☐	Tire Tread .8 _____ 32nds"
☒	☐	Wear Pattern <u>NORMAL</u>
☒	☐	Tire Pressure .35 _____ psi

COMMENTS/OR OTHER:

CUSTOMER #: 6255
UNIT# L18254

147696

LEXUS OF MILWAUKEE

MARCIA VELDE

INVOICE

1433 W. Silver Spring Drive
Milwaukee, WI 53209
(414) 228-9000

PAGE 1

HOME:414-803-9089 CONT:414-803-9091

BUS: CELL:414-803-9091

SERVICE ADVISOR: 839 ANGELA RESA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	21	LEXUS RX 350	2T2HZMDA0MC303760	ALX6695	25766/25768	T977	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08JUL21 DD			18:00 07OCT24		0.00	CASH	09OCT24
R.O. OPENED		READY		OPTIONS: SOLD-STK:L18254 DLR:64831 ENG:3.5_Liter			
12:45 07OCT24		10:24 09OCT24		TRN:8_SPEED_AUTOMATIC			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A VEHICLE HIT CURB, NEEDS 2 NEW TIRES, RIM AND POSSIBLY AN ALIGNMENT
PLEASE CHECK AND ADVISE

99 99 - TELL US MORE
602 C 0.00 0.00 0.00 0.00 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
25767 DIAGNOSIS COMPLETE.

B** MOUNT AND BALANCE 2 TIRES. BRIDGESTONE ECOPIA HL 422 PLUS 235 55 20
TIRE2 .REPLACE TWO TIRES INCLUDES MOUNTING AND
BALANCING

602 C 70.00 70.00
TD2 TIRE DISPOSAL 5.00 5.00
WW2 WHEEL WEIGHTS 1.00 1.00
2 DT000-00227-BS OEM 235/55R20 BS 299.00 293.75 587.50
PARTS: 587.50 LABOR: 70.00 OTHER: 6.00 TOTAL LINE B: 663.50
25767 REPLACED TWO DAMAGED TIRES.

C** WHEEL REPLACEMENT
CAUSE: X

99 WHEEL REPLACEMENT
602 C 0.00 0.00
1 42611-0E390 WHEEL, DISC 899.00 899.00 899.00
PARTS: 899.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 899.00
25767 REPLACED ONE DAMAGED WHEEL.

D** Alignment, Wheel - Four - Adjust
FS02 Alignment, Wheel - Four - Adjust

602 C 139.95 139.95
PARTS: 0.00 LABOR: 139.95 OTHER: 0.00 TOTAL LINE D: 139.95
25767 ALIGNMENT COMPLETE.

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.		*SHOP SUPPLY COSTS: We have added a charge equal to 10% of the total cost of labor and parts, not to exceed \$75.00, to the Repair Order for shop supplies used in connection with this repair.		DESCRIPTION	TOTALS
				LABOR AMOUNT	
				PARTS AMOUNT	
				GAS, OIL, LUBE	
				SUBLET AMOUNT	
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.		ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.		MISC. CHARGES *	
				TOTAL CHARGES	
				LESS INSURANCE	
				SALES TAX	
				PLEASE PAY THIS AMOUNT	
DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE			

Repairs Performed By (List mechanics/team leader and names of any subcontractors):

Names: _____
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.

Arbitration Agreement: Customer and the dealer agree that all claims, demands, disputes, or controversies of every kind or nature that may arise between the customer and dealer related to the servicing of the vehicle shall be settled by binding arbitration in accordance with the "Supplementary Procedures For Consumer - Related Disputes" rules of the American Arbitration Association then in effect, such arbitration shall be held in Wisconsin and judgment upon the award rendered by the Arbitrator(s) may be entered by any court having jurisdiction thereof.

Dealer CAR 2014 CDR 00000, LLC 1001111 SERVICE INVOICE TYPE 2 - 25/20 - "AS-IS" - WI - 1433004C

CUSTOMER COPY

INT. _____

CUSTOMER #: 6255
UNIT# L18254

147696

LEXUS OF MILWAUKEE

MARCIA VELDE

INVOICE

1433 W. Silver Spring Drive
Milwaukee, WI 53209
(414) 228-9000

PAGE 2

HOME:414-803-9089 CONT:414-803-9091

BUS: CELL:414-803-9091

SERVICE ADVISOR: 839 ANGELA RESA

COLOR		YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
SILVER		21	LEXUS RX 350		2T2HZMDA0MC303760		ALX6695	25766/25768		T977
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.		RATE	PAYMENT	INV. DATE	
08JUL21 DD			18:00 07OCT24				0.00	CASH	09OCT24	
R.O. OPENED		READY		OPTIONS: SOLD-STK:L18254 DLR:64831 ENG:3.5_Liter						
12:45 07OCT24		10:24 09OCT24		TRN:8_SPEED_AUTOMATIC						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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ESTIMATE: 1,745.46 07OCT24 14:39 SA: 839

CONTACT:

ESTIMATE: 0.00 07OCT24 12:45 SA: 839

CONTACT:

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.		*SHOP SUPPLY COSTS: We have added a charge equal to 10% of the total cost of labor and parts, not to exceed \$75.00, to the Repair Order for shop supplies used in connection with this repair.		DESCRIPTION	TOTALS
		ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.		LABOR AMOUNT	209.95
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.		AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE		PARTS AMOUNT	1486.50
				GAS, OIL, LUBE	0.00
DATE		CUSTOMER SIGNATURE		SUBLET AMOUNT	0.00
				MISC. CHARGES *	45.99
				TOTAL CHARGES	1742.44
				LESS INSURANCE	0.00
				SALES TAX	102.80
				PLEASE PAY THIS AMOUNT	1845.24

Repairs Performed By (List mechanics/team leader and names of any subcontractors):

Names:

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Dealer CAR 1014 COX DRUG, LLC 105110 SERVICE INVOICE TYPE 2 - 25/00 - "AS-IS" - WI - 06890642

CUSTOMER COPY

INT. _____