

Phoenix Midtown LLC
401 East Kilbourn Avenue, Suite 201, Milwaukee, Wisconsin 53202
414.283.2600
www.phoenixinvestors.com

OFFICE OF CITY ATTORNEY
MILWAUKEE, WISCONSIN
18 APR 2023 02:28 PM

CITY OF MILWAUKEE
2023 APR 17 PM 2:37
CITY CLERK'S OFFICE

April 14, 2023

City Clerk
ATTN: Claims
200 East Wells Street, Room 205
Milwaukee, WI 53202

Dear Clerk:

Pursuant to Wis. Stat. 893.80(1), Phoenix Midtown LLC ("Claimant") hereby submits a claim against the City of Milwaukee in the amount of \$16,450.00 (the "Claim"). The Claim concerns property damage suffered by Claimant at its property located at 5800 W. Hope Avenue in Milwaukee, Wisconsin and it arises in connection with a motor vehicle accident involving Evan Lawrence Domine, a police officer for the City of Milwaukee, who was acting in that capacity at the time of the motor vehicle accident. For your reference, a copy of the Wisconsin Motor Vehicle Crash Report which further describes the motor vehicle accident is enclosed herewith. In further support of the Claim, Claimant is providing estimates for the cost to repair the damage caused to Claimant's property from (i) Munson, Inc. and (ii) Sabercor Integrated Facilities Solutions.

If you have any questions or require any additional information, please feel free to contact Jessica Kowalczyk via telephone at (414) 299-6545 or email at jkowalczyk@phoenixinvestors.com. Thank you for your attention to this matter.

Phoenix Midtown LLC

By: 
David M. Marks, Manager

Enclosures

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222990731

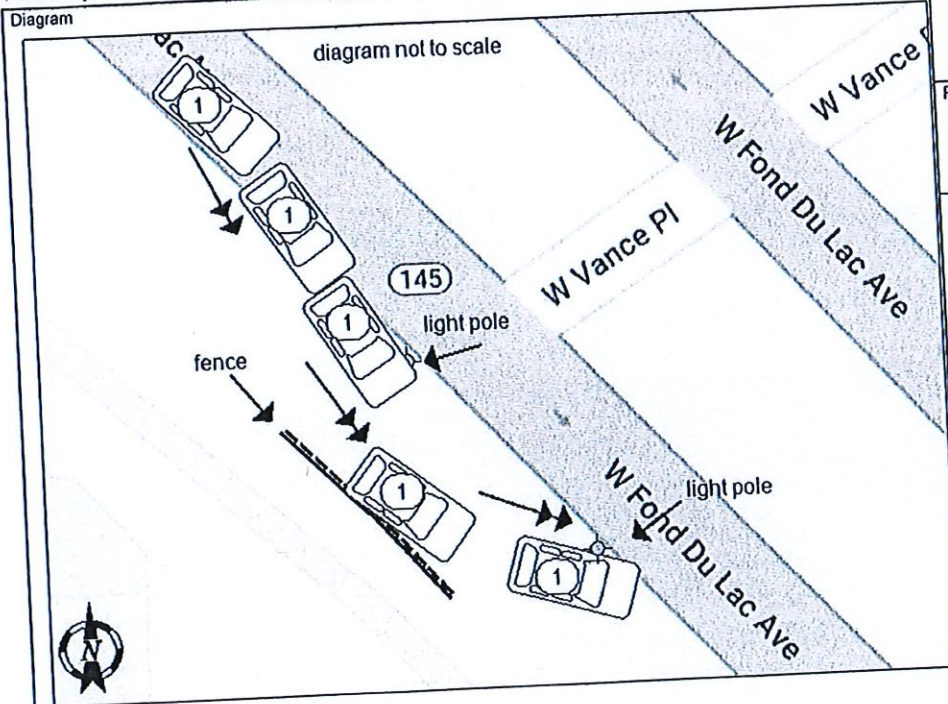
WISCONSIN MOTOR VEHICLE CRASH REPORT

MILWAUKEE POLICE DEPARTMENT
749 WEST STATE STREET
MILWAUKEE, WI 53201
(414) 933-4444

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Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy R. MCELROY	
Crash Date 10/26/2022		Crash Time 12:08 PM		Date Arrived 10/26/2022		Time Arrived 12:28 PM	
Date Notified 10/26/2022		Time Notified 12:23 PM		Total Units 01		Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input checked="" type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone		<input type="checkbox"/> Trailer or Towed		<input type="checkbox"/> Reporting Threshold
<input checked="" type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone	School Bus Related NO		Tags SUPERVISOR APPROVED, SQUAD ACCIDEN			
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended		<input type="checkbox"/> Secondary Crash	

Description



Reconstruction By

Photos By

Additional Information
NONE

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 1 WAS TRAVELING E/B IN THE 5700 BLK OF W FOND DU LAC AVE. DRIVER OF UNIT 1 LOST CONTROL OF THE VEHICLE, AND THE VEHICLE COLLIDED WITH A CURB, THEN A UTILITY POLE, THEN A FENCE, THEN ANOTHER UTILITY POLE.

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Location ON W FOND DU LAC AVE/ STH145 SB 12 FT S OF STH145 SB IN THE CITY OF MILWAUKEE IN MILWAUKEE COUNTY	Latitude 43.096001477	Longitude -87.984242725
	X Coordinate 419900.75	Y Coordinate 4771946
	Structure Type	

Crash Scene		First Harmful Event Location ROADSIDE	
First Harmful Event CURB		Light Condition DAYLIGHT	
Manner of Collision 00 - NO COLLISION W/VEHICLE IN TRANSPORT		Roadway Factor(s) NONE	
Road Surface Condition(s) DRY			
Environment Factor(s) NONE			
Weather Condition(s) CLOUDY		Relation To Trafficway TRAFFICWAY - ON ROAD	
Animal Type		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Crash Classification - Location PUBLIC PROPERTY		Access Control NO CONTROL	Special Study
Tribal Land			
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION	
Closure Type LANE CLOSURE		Reasons for Closure LAW ENFORCEMENT, TOW TRUCK	
Date Initial Lane/Rd Closed 10/26/2022	Time Initial Lane/Rd Closed 12:08 PM		
Date All Lanes Open 10/26/2022	Time All Lanes Open 01:21 PM	Date Scene Cleared 10/26/2022	Time Scene Cleared 01:21 PM

Unit Summary		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE	
Unit Status IN TRANSIT		Operating As Endorsements			
Vehicle Type PASSENGER CAR		Total # Citations Issued 0		Total Trailers 0	
Total Occs 1	Train/Bus # Recorded	Pre Crash Tire Mark <input type="checkbox"/>		Total HazMat Types 0	
Insurance? YES	Direction Of Travel EASTBOUND	Speed Limit 30		Total Lanes 3	
Most Harmful Event: Collision With UTILITY POLE		Special Function POLICE		Emergency Motor Vehicle Use NON-EMERGENCY, NON-TRANSPORT	
Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
Truck Bus or HazMat NO					
Vehicle					
License Plate Number 282LPY		Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES	
Vehicle Identification Number 2G1WS55R079192750		Make CHEVROLET	Year 2007	Model IMPALA POL	

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WISCONSIN MOTOR VEHICLE
CRASH REPORT

MILWAUKEE POLICE DEPARTMENT
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(414) 933-4444

UNIT VEHICLE	Color BLK - BLACK	Body Style 4D - 4DR	Bus Use
	Initial Contact Point 02 - RIGHT SIDE FRONT	Vehicle Damage 02 - RIGHT SIDE FRONT, 03 - RIGHT SIDE MIDDLE, 04 - RIGHT SIDE REAR, 05 - RIGHT REAR CORNER, 10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER, 1	
	Extent Of Damage DISABLING DAMAGE	Towed Due To Damage TOWED DUE TO DISABLING DAMAGE	Vehicle Removed By
	What Driver Was Doing GOING STRAIGHT	Driver Prior Action Other	Vehicle Factors NOT APPLICABLE
UNIT VEHICLE	Driver Actions NO CONTRIBUTING ACTION		
	Owner Name CITY OF MILWAUKEE (414) 933-4444	Owner Address 749 W STATE ST MILWAUKEE, WI 53233 , US	
UNIT VEHICLE	Sequence Of Events		
	Event 01 CURB		
	Event 02 UTILITY POLE		
	Event 03 FENCE		
UNIT VEHICLE	Event 04 UTILITY POLE		
	Policy Holder		
UNIT INDIVIDUAL	Insurance Company SELF-INSURED	Government CITY OF MILWAUKEE	
	Individual		
UNIT INDIVIDUAL	Driver EVAN LAWRENCE DOMINE	Citations Issued 0	Sex MALE
	Address 749 W STATE ST MILWAUKEE, WI 53233 , US	Date of Birth 04/12/1993	Race WHITE
Driver License Number D5502129313203		STATE: WISCONSIN COUNTRY: UNITED STATES	
UNIT INDIVIDUAL	Safety Equipment	On Duty Crash POLICE	Safety Equipment SHOULDER & LAP BELT
	Row 01 - FRONT ROW	Seat Position 07 - LEFT	Helmet Compliance
	Eye Protection		Tint Compliance
	Injury	Injury Severity NO APPARENT INJURY	Airbag DEPLOYED-FRONT
UNIT INDIVIDUAL	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED
	Medical Transport NOT TRANSPORTED	EMS Agency Identifier	EMS Run #

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(414) 933-4444

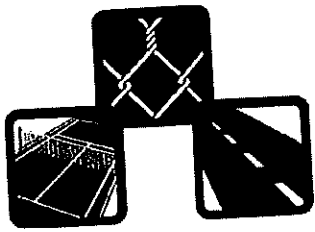
UNIT INDIVIDUAL 01 001	Hospital	Date of Death	Time of Death
	Distracted By		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)
	Distracted By Action NOT DISTRACTED		
	Non Motorist	Striking Unit #	Location
	Prior Action		
	Action		
	Action Other		To/From School
	Drug & Alcohol	Suspected Alcohol Use NO	Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results
	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results
Drug Type			
Individual Condition APPEARED NORMAL			

PROP OWNER 01	Property Owner		Address 5800 W HOPE AV MILWAUKEE, WI 53216 , US
	Organization/Company SELLARS		

01	Fixed Objects Struck		Structure Number	Damage Tag Number 0000
	Striking Unit 01	Struck Object FENCE		

PROP OWNER 02	Property Owner		Address 200 E WELLS ST MILWAUKEE, WI 53202 , US
	Government CITY OF MILWAUKEE (414) 286-2150		

02 03 04	Fixed Objects Struck		Structure Number	Damage Tag Number 0000
	Striking Unit 01	Struck Object UTILITY POLE	Structure Number	Damage Tag Number 0000
	Striking Unit 01	Struck Object UTILITY POLE	Structure Number	Damage Tag Number
	Striking Unit 01	Struck Object CURB	Structure Number	Damage Tag Number



MUNSON, INC.
Established 1955

**MUNSON FENCE DIV.
MUNSON-ARMSTRONG PAVING DIV.
MUNSON TENNIS COURT DIV.**

6747 N. Sidney Place Glendale, WI 53209

Phone: (414) 351-0800 FAX: (414) 351-0879

www.munsoninc.com



PROPOSAL SUBMITTED TO:
PHOENIX MIDTOWN
401 E. KILBOURN AVE. #201
MILWAUKEE, WI 53202
414-299-6545 (O)
Attn. Jessica Kowalczyk
jkowalczyk@phoenixinvestors.com

DATE:
November 14, 2022

JOB NAME & LOCATION
ORNAMENTAL FENCE REPAIR
5800 W. HOPE STREET

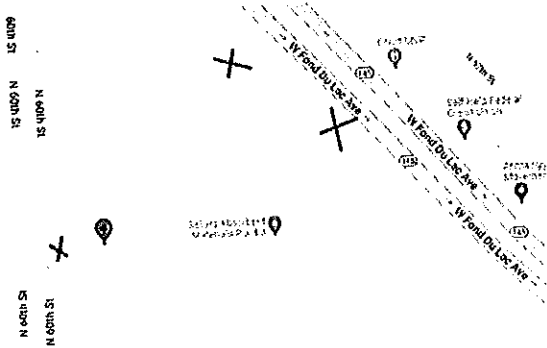
Per your request, we are pleased to quote the following:

1. Remove (7) damaged fence panels and (4) posts.
2. Install new posts and set in concrete.
3. Install (7) new fence panels.

LABOR AND MATERIAL . . . \$16,450.00

Notes:

1. Pricing assumes that (4) existing posts that remain at end of each opening can be manually straightened.
2. Munson Inc. will mark all public utilities (gas, electric, cable, telephone). Owner is responsible for marking private lines (lighting, sprinkler, sump pump, propane, invisible dog fence etc.) prior to arrival of crews.
3. Customer is responsible for any necessary permit or variance and for locating fence line.
4. All Munson Inc. installation crews are skilled, certified, Union craftsmen.
5. If large pieces of concrete or footings are encountered in the excavation work, an extra fee will be incurred for their removal.
6. Pricing is based on verbal communication regarding scope and may change based on actual circumstances.
7. Quoted price does NOT include "frost-digging" conditions. Should customer require installation during such conditions, an additional charge will be made based on the actual time and equipment required to complete the installation.



◀ **MUNSON IS THE INDUSTRY LEADER IN STANDING BEHIND OUR WORK** ▶

AUTHORIZED SIGNATURE:

[Signature]

Rod Hanson - Client Advisor/Project Manager

ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

SIGNATURE: _____

Date of Acceptance: _____

SIGNATURE: _____

-SEE LAST PAGE FOR TERMS AND CONDITIONS-

A. MUNSON, INC. TERMS & CONDITIONS

1. Upon acceptance of this contract, if a cancellation notice is not received in writing within three days of acceptance, Munson, Inc. assumes that the owner or owner's agent accepts the work herein described and the terms and conditions of sale herein contained. Any withdrawal of this contract could result in partial billing to reimburse Munson, Inc. for planning, preparation, and materials already ordered or installed on the job site.
2. This contractor is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or his agent agrees to indemnify and hold harmless Munson Fence Div./Munson-Armstrong Paving Div., Munson Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from above.
3. Property owner is responsible for any necessary permits or variances, unless specifically noted in the contract.
4. The contract does not contemplate the encountering of underlying rock, concrete, wood or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered the owner shall be charged for the extra work incurred.
5. The contract does not contemplate "frost-digging" conditions, unless specifically stated in this contract. Should owner require installation during such conditions, an additional charge will be made based on the actual time and equipment required to complete the installation.
6. Any alteration or deviation from stated specifications involving extra costs will become an extra charge over and above original contract. Any such alteration or deviation from stated specifications will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Munson, Inc. an extra charge over and above the original contract price for performance of the requested change order.
7. If, after notification, Munson, Inc. is unable to complete its work due to unmoved vehicles or obstructions, Munson, Inc. may bill for additional trip charges or vehicle towing charges.
8. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
9. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices.
10. All labor and material is conclusively accepted as satisfactory unless this contractor is notified in writing within 72 hours after the work is performed.
11. Any claim for property damage is conclusively waived unless this contractor is notified in writing within 72 hours of the occurrence.
12. Munson, Inc. is not responsible for damage to existing concrete or asphalt due to normal construction equipment traffic.
13. Site restoration from excavation, such as backfilling edges or post footings, is not included unless specifically noted in the contract.
14. Prior to the commencement of the work of Munson, Inc., the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the work of Munson, Inc. If Munson, Inc. is directed to commence its work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Munson, Inc. commencing any of its work before any others have completed their work.
15. All agreements are contingent upon strikes, accidents or delays beyond our control with examples such as labor disputes, fire, unusual delay in transportation of materials, equipment or personnel, adverse weather conditions, unavoidable casualties or any cause beyond the control of Munson. If so then any agreed contract completion time should be extended for such reasonable time the parties may determine.
16. Unless stated in the contract, terms of payment are net 15 days. Any past due balances shall be subject to the current legal interest charge per month.
17. Owner shall reimburse Munson Inc. for any expense incurred by Munson Inc. in protecting or enforcing its rights under this agreement including, without limitation, reasonable attorney's fees and legal expenses (and, if appropriate, all expenses of taking possession, holding, preparing for disposition and disposing of any collateral). This includes any expenses incurred before and after the commencement of any litigation to protect or enforce its rights under this agreement, including all appeals.
18. This contract will be construed and enforced in accordance with the laws of the State of Wisconsin.

B. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON FENCE DIV.

1. All property lines and grades are to be established by the owner. Fence is to follow ground lines unless otherwise provided for in this contract.
2. Obstructions of every nature, which in any manner interfere with the erection of fence shall be removed by the owner prior to commencement of work, unless otherwise provided for in this contract.
3. On all jobs where Munson Fence Div. installs or supplies "Razor Ribbon", owner or agents of the property will hold Munson Fence Div./Munson, Inc. harmless in any way from claims, liabilities or injuries.
4. Gate Operator Systems: End user to understand the operations and safety systems of the unit.

C. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON-ARMSTRONG PAVING DIV.

1. **MUNSON-ARMSTRONG PAVING DIV. DOES NOT WARRANT AGAINST CRACKS SINCE THEY WILL APPEAR IN ALL PAVEMENTS.**
2. A 1-1/2% slope or greater is necessary for surface drainage of asphalt paving; 1% for concrete paving. If the owner directs construction of the subgrade, base or paved surface that results in a lesser slope, this contractor does not warrant satisfactory surface drainage.
3. Salt or melting compounds should not be applied to concrete paving for 12 months after installation. Any pitting or peeling resulting from such application will not be warranted by this contractor.
4. Due to the fact that ready mixed concrete is composed of all natural materials, Munson Inc cannot warrant against premature discoloration or color variation from load to load.
5. Material will not be placed on a wet, unstable, or frozen subgrade. A suitable subgrade shall be furnished by the contractor as a condition precedent to the performance of this contract.
6. The catch basin price is based upon the existing sewer lateral at the property line being in serviceable condition. Should it be necessary to connect to the street sewer line, owner shall be charged for the extra work incurred.
7. Sealer adhesion cannot be guaranteed on pavement with pre-existing sealcoat flaking, pavement located under tree canopies, over petroleum spillage, has alligator/spider cracking or low areas that puddle.

LIEN NOTICE

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (CONTRACTOR) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."



SaberCor
2935 S Fish Hatchery Rd #283
Fitchburg, WI 53711
(414) 858-9797
accounting@sabercor.com
<http://www.sabercor.com>

Estimate

ADDRESS

Phoenix Midtown, LLC
5800 W Oak Avenue
Milwaukee, WI 53216

SHIP TO

Phoenix Midtown, LLC
5800 W Oak Avenue
Milwaukee, WI 53216

ESTIMATE # 2384

DATE 04/13/2023

DATE	ACTIVITY	QTY	AMOUNT
	Services Repair damage to existing fence. Remove and install 7 new fence panels. Remove and install 4 new posts set in concrete.	1	17,595.00

TOTAL

\$17,595.00

Accepted By

Accepted Date