

To Whom it may concern,

I would like to appeal the decision relative to file number -- C.I. File No. 1030-2014-1982, I would like a hearing as the schedule allows

If additional information is needed, please contact me at Pat@plcproperties.com or PLC Properties, P.O. Box 749 Hales Corners WI 53130

Thank you,



Patrick Thompson

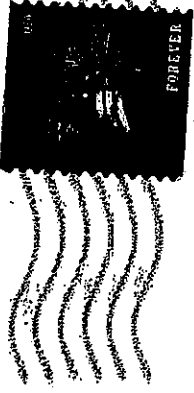
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SEP 2 2014

OFFICE OF
CITY ATTORNEY

CITY OF MILWAUKEE
2014 SEP - 2 A 10:16
CITY CLERK'S OFFICE

P.O. Box 789
Hales Corner WI 53130

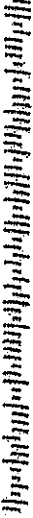


MILWAUKEE WI 53202
28 AUG 2014 11:21

Milwaukee City Clerk
200 East Wells Street
Room 205
Milwaukee WI 53202

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SEP 2 2014
OFFICE OF
CITY ATTORNEY

53202357053





PLCPROPERTIES
P.O. BOX 749
HALES CORNERS
WI 53130
414 975 0424
pat@plcproperties.com
plcproperties.com

To whom it may concern,

On May 1, 2014 PLC Properties contacted the city of Milwaukee and reported that a garbage truck left two large divots in the driveway at 3334 S 84th St.

Mr. Bryan Fields from the city of Milwaukee inspected the area and determined that the city of Milwaukee is responsible for the damages.

I have attached two proposals for repairing the driveway. Please contact me at 414-975-0424 if you have any questions.

Sincerely,

Patrick Thompson
PLC Properties, LLC

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JUN 30 2014

OFFICE OF
CITY ATTORNEY

CITY OF MILWAUKEE
2014 JUN 30 A 11: 27
CITY CLERK'S OFFICE

SNOREK CONSTRUCTION, INC.

CONCRETE PAVING

3830 S. RIVER RIDGE BLVD.

GREENFIELD, WI. 53228

PHONE: (414) 763-9677 FAX: (414) 763-9677

PROPOSAL

PROPOSAL SUBMITTED TO TLC PROPERTIES	PHONE 414-975-0424	DATE June 16, 2014
STREET	JOB NAME Driveway Repairs	
CITY, STATE AND ZIP CODE MILWAUKEE, WI.	JOB LOCATION 3334 S. 84th St. Milwaukee	
ARCHITECT	CONTACT PERSON PAT THOMPSON	PHONE

TOTAL PAVEMENT AREA IS APPROX. 1,950 S.F. FOR BOTH AREA'S

AREA #1: 304 S.F. (16' X 19') from alley to garage.

INCLUDES:

Sawing, excavation for 6" stone base, compacted stone, grading and asphalt pavement.
4" of asphalt in two lifts.

OPTION A:

INCLUDES AREA #1 ONLY

AREA #2: Approx. 1,650 S.F. of existing driveway.

INCLUDES:

Sawing, Excavation and removal of existing deteriorated asphalt, add stone to existing stone base (6" Min.), grade and compact stone.
2.5" of asphalt in one lift.

OPTION B:

INCLUDES BOTH AREA #1 AND AREA #2

NOTES:

PLEASE CROSS OUT ONE OPTION AND INITIAL FOR ACCEPTED OPTION

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

OPTION A: \$ 3,100.00

OPTION B: \$ 8,180.00)

INITIAL TO ACCEPT

INITIAL TO ACCEPT

Payment to be made as follows: NET 30 FROM DATE OF INVOICE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to 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. Our workers are fully covered by Workman's Comp. Insurance.

Authorized
Signature JAMES B. SNOREK

Note: This proposal may be withdrawn
by us if not accepted within

10
days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work and payment will be made as outlined above.

Signature _____

Date _____

KCK



Proposal Suburban Asphalt Co., Inc.

Since 1965

11251 W. Forest Home Ave., Franklin, Wisconsin 53132
(414) 425-5353 Fax (414) 425-6691
Please visit us on our website at www.SuburbanAsphalt.com



Visa and MasterCard Accepted

PROPOSAL SUBMITTED TO TLC Properties	PHONE 414-975-0424	FAX	DATE 05/14/14
STREET	EMAIL pat@tlcproperties.com		CELL PHONE
CITY, STATE AND ZIP CODE	JOB TYPE remove & replace		
ATTENTION Pat Thompson	JOB LOCATION 3334 S 84th Street Milwaukee		

We hereby submit specifications and estimates for:

Total pavement area = Approx 1,950 S.F.

Specifications:

- Sawcut perimeter of area(s) to be removed.
- Excavate deteriorated asphalt maximum 1,950 square feet and haul from site.
- Excavate 19' x 16' area from alley towards garage dig out 12" add 8" inch stone base Approx 310 s.f.
- Install stone base as needed to existing to ensure 6" stone base for greater stability.
- Grade and shape stone base.
- Compact with Hamm 3410 vibratory drum compaction roller providing 12 tons of compaction.
- Machine lay hot mix asphalt 2.5" compacted thickness placed in one lift. Approx 1,650 s.f.
- Machine lay hot mix asphalt 4" compacted thickness placed in two lifts. Approx 310 s.f.
- 2.5" binder 1.5" surface 4" compacted 19' x 16' area from end of alley up towards garage

OFFICE USE			
DIGGERS	YES	NO	(Circle one)
DIGGERS #			
START DATE:			
JOB #			

Notes:

- Quality control testing, permits, surveying, staking, engineering, landscaping, lighting, private utility location, curbing, plumbing, fencing utility adjustments, tree clearing, electrical and any other item not listed in our specifications are by others unless otherwise specified.
- Prevailing wages are not included unless otherwise specified.
- Asphalt prices are subject to change with market volatility.

Please note: As with any excavation the potential for unstable soil exists. In the event we should encounter this situation, we shall notify the owner Upon receiving authorization from the owner, we shall remove "undercut" the unstable material and replace with suitable aggregate for \$32 per ton This includes excavating, trucking, dumping, aggregate and grading. If stabilization fabric is required, it will be invoiced at \$2.50 per square yard

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Six Thousand Nine Hundred Seventy Five Dollars **\$6,975.00**

Payment to be made as follows:

1/3 Down - Net 10

\$25 billing fee for past due accounts.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to 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. Not responsible for deflections in asphalt of less than 1/2".

Authorized Signature

Keith Kreutzer
Cell 414-975-8958 Email keith@suburbanasphalt.com
Estimator & Project Manager

Note: Proposal may be withdrawn 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. I have read and understand the terms and conditions of this contract listed on both sides of this form. All permits are the responsibility of the owner.

Customer Signature

Date of Acceptance

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.



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JUN 30 2014

OFFICE OF
CITY ATTORNEY

893.80 Claims against governmental bodies or officers, agents or employees; 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

4/28/14

"City" Vehicle Number

3334 S 8475