

To:  
Milwaukee City Clerk  
200 East Wells St.  
Milwaukee, WI 53202

RECEIVED

SEP 28 2017

OFFICE OF  
CITY ATTORNEY

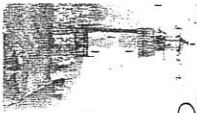
Re:  
Letter Received From:

City Attorney Grant Langley  
dated September 18<sup>th</sup>, 2017  
C.I. File No. 1030-2017-1789

I am formerly requesting an Appeal Hearing  
on the decision that was made in regard to  
my claim for damages to my property.  
Enclosed please find the documents that were required  
to be sent along for my appeal.

*Thomas J. Czerniejewski* Dated 9-26-17  
Thomas J. Czerniejewski

CITY OF MILWAUKEE  
2017 SEP 27 P 12:03  
CITY CLERK'S OFFICE



*"For you, Lord, give light  
to my lamp..." - Psalm 138:20*

Mr. Thomas Czernielewski  
2816 S Delaware Ave  
Milwaukee WI 53207

MILWAUKEE  
WI 532  
26 SEP 17  
PM 5 L

**MILWAUKEE CITY CLERK**  
200 East Wells St Rm 205  
Milwaukee, WI 53202



53202-357039



TO;

AUGUST 30<sup>TH</sup>, 2017

CITY CLERK OF MILWAUKEE  
"ATTN; CLAIMS"

RECEIVED

SEP 5 - 2017

OFFICE OF  
CITY ATTORNEY

ENCLOSED:

1. RECEIPT FOR PURCHASE OF GATE REPLACEMENT FROM MENARDS \$95.03
2. MILEAGE INCLUDED TO OBTAIN GATE {22 MILES @ .58 = \$12.76}
3. LABOR INVOLVED FOR ASSEMBLY OF GATE REPLACEMENT [2.5 HRS = \$50.00]

THE TOTAL FOR GATE REPLACEMENT I AM DUE AMOUNTS TO>>>.

\$157.79

*Thomas J. Czerniejewski*

Thomas J. Czerniejewski  
2816 So. Delaware Ave.  
Milwaukee, WI 53207-2515

Cell/P 414-627-1230\*\*\*\*\*Home/P 414-482-0557

Use Your  
BIG CARD  2%  
REBATE

**MENARDS**

**MENARDS - FRANKLIN**  
10925 W. Speedway Dr.  
Franklin, WI 53132

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for  
items on this receipt will be in the form  
of an in store credit voucher if the  
return is done after 11/27/17

If you have questions regarding the  
charges on your receipt, please  
email us at:

FRANfrontend@menards.com



Sale Transaction

Cust name: Czerniejewski, Thomas  
ORDER 29066

4'X10' DOUBLE DRIVE GATE-PICK SB  
1715357 89.99  
END OF ORDER

TOTAL 89.99  
TAX MILWAUKEE-WI 5.6% 5.04  
TOTAL SALE 95.03  
MasterCard 9402 95.03  
Auth Code:03570B  
Chip Inserted

a0000000041010  
TC - 2d36a6c7d6c553b2

TOTAL NUMBER OF ITEMS = 1

# PICKING LIST - GUEST COPY

19 CASHIER - PRESS RECALL TRANS **FRAN 29066**  
AND SCAN BARCODE ==> 

PAGE 1 OF 1

SOLD BY: 50346  
DATE: 08/29/17

GUEST NAME - ADDRESS - PHONE

Czerniejewski, Thomas  
2816 S Delaware Ave  
Milwaukee, WI 53207-2515

Ph: (414) 482-0557  
JOB DESC:

SKU NUMBER  
GATE W/EZ LATCH 171-5357

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CITY ATTORNEY

## PRODUCT NOT BEING AVAILABLE ON A LATER DATE PICK UP ALL MERCHANDISE TODAY. THANK YOU.

This is a quote valid today. Upon payment this quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities available for immediate pick-up. Product is not held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pick up all purchases made on this picking list immediately. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the retail price of the products are higher than on the day purchased. Menards liability to you is limited to refunding your original purchase price for any product not picked up.

### Guest Instructions:


1. Take this picking list to a cashier to pay for the merchandise.
2. Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)
3. Load your merchandise. (Menards Team Members will gladly help you load your materials but cannot be held liable for damage to your vehicle.)
4. When exiting the yard, present this list to the Gate Guard. (The Gate Guard will record the items you are taking with you.)
5. Sign the Gate Guard's signature pad verifying you've received the merchandise.

PRE-TAX TOTAL: 89.99

Our insurance does not allow us to tie down or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your load is secure and if the twine supplied is strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

**READ THE TERMS AND CONDITIONS CAREFULLY.** All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree that if any merchandise purchased by you is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. You agree that there shall be no other remedy available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall be selling the product "AS IS." Oral statements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing or using it. **UNDER NO CIRCUMSTANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MERCHANDISE. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The guest agrees to these terms and conditions through purchase of merchandise contained on this document.

**THIS IS NOT A RECEIPT**

**GATE GUARD - SCAN HERE ==>** 

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.



**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**

RECEIVED  
SEP 5 - 2017

OFFICE OF  
CITY ATTORNEY

You will need the following information

DATE of Incident 8-25-17

"City" Vehicle Number 2814 S Delaware Ave