

2850 North 23rd Street  
Milwaukee, Wisconsin 53206  
October 16, 2001

Milwaukee City Clerk  
200 East Wells Street  
Room 205  
Milwaukee, Wisconsin 53202

RE: C.I. File No.: 01-V-245

Dear Mr. Overholt:

I am appealing your decision in regards to not reimbursing me for my garage repairs. I am the owner of the house and garage at 5170 N. 31st Street, Milwaukee, WI 53209.

On August 24, 2001, I went to cut the grass in back of my garage and I noticed the lower wall was cracked and a hole about twelve (12) inches went through the wall. Upon further observation, between the crack and the hole was about a seventy-two (72) inch span, about the same as the front end loader that I think hit my garage. The forks on the loader is about twelve (12) inches thick and about six (6) feet in length that would explain why there was not any paint of marks on the truck number 31177 that could have been there a couple of days earlier in the week. I also have a four (4) foot, six by six (6x6) inch curb in front of the garage wall and grass. Upon further observation, there were no marks of a car or truck. The front end is high enough and the forks long enough to reach the wall without leaving any tracks or marks or paint on my garage or the City's front end loader.

Your response on this matter would be greatly appreciated. I can be reached at (414) 442-6023.

Sincerely,

*Eddie Ealy*

Eddie Ealy

P.S. I had the same type of hole and marks about three (3) or four (4) years ago, but that time I had a witness and the City paid me for the damages.

CITY OF MILWAUKEE  
RECEIVED

'01 OCT 22 PM 3:43

OFFICE OF  
CITY ATTORNEY

RONALD D. LEONHARDT  
CITY CLERK

2001 OCT 19 AM 9:44

CITY OF MILWAUKEE

# CITY OF MILWAUKEE

Form CA-43

**GRANT F. LANGLEY**  
City Attorney

**RUDOLPH M. KONRAD**  
Deputy City Attorney

**THOMAS E. HAYES**  
**PATRICK B. McDONNELL**  
**CHARLES R. THEIS**  
Special Deputy City Attorneys



OFFICE OF CITY ATTORNEY  
200 EAST WELLS STREET, SUITE 800  
MILWAUKEE, WISCONSIN 53202-3551  
TELEPHONE (414) 286-2601  
TDD 286-2025  
FAX (414) 286-8550

October 1, 2001

BEVERLY A. TEMPLE  
THOMAS O. GARTNER  
LINDA ULISS BURKE  
BRUCE D. SCHRIMPF  
ROXANE L. CRAWFORD  
SUSAN D. BICKERT  
HAZEL MOSLEY  
HARRY A. STEIN  
STUART S. MUKAMAL  
THOMAS J. BEAMISH  
MAURITA F. HOUREN  
JOHN J. HEINEN  
MICHAEL G. TOBIN  
DAVID J. STANOSZ  
SUSAN E. LAPPEN  
DAVID R. HALBROOKS  
JAN A. SMOKOWICZ  
PATRICIA A. FRICKER  
HEIDI WICK SPOERL  
KURT A. BEHLING  
GREGG C. HAGOPIAN  
ELLEN H. TANGEN  
JAY A. UNORA  
DONALD L. SCHRIEFER  
EDWARD M. EHRlich  
CHRISTOPHER J. CHERELLA  
LEONARD A. TOKUS  
MIRIAM R. HORWITZ  
MARYNELL REGAN  
G. O'SULLIVAN-CROWLEY

Assistant City Attorneys

Eddie Ealy  
2850 North 23rd Street  
Milwaukee, WI 53206

RE: C.I. File No.: 01-V-245

Dear Mr. Ealy:

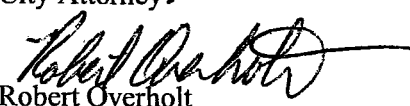
This office is in receipt of your claim in the amount of \$549.00, relating to damage sustained to your garage on August 24, 2001 when a City garbage vehicle allegedly ran into it at 5170 North 31<sup>st</sup> Street.

The Fleet Accident Report that was completed as a result of this alleged incident indicates your location was not included in the collection area on the date of the alleged loss. In addition, there was no paint transfer on either your garage or the City vehicle allegedly involved in this loss. Therefore, in the absence of evidence that the City caused your loss, we cannot accept liability. Accordingly, 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 205, Milwaukee, Wisconsin 53202, requesting a hearing.

Very truly yours,

  
GRANT F. LANGLEY  
City Attorney

  
Robert Overholt  
Investigator Adjuster

RMO:beg

cc: Katrina Cravy- Contact 6  
Fox News 6-WITI-TV  
9001 N. Green Bay Road (09-1297)

CITY OF MILWAUKEE

2001 SEP 13 PM 1:36

5170 North 31st Street  
Milwaukee, Wisconsin 53209  
September 10, 2001

RONALD D. LEONHARDT  
CITY CLERK

To Whom It May Concern:

I am the owner of the property at 5170 N. 31st Street, Milwaukee, WI 53209.

On August 24, 2001, during the day, the City's frontend loader truck, number 31177 smashed into my garage, cracking the lower wall, pushed through the wall with its right fork, making about an eight (8) inch to twelve (12) inch hole in the wall. It also broke a beam that holds the garage up. In addition, it also pushed my cabinets in about twelve (12) inches. About three years ago, the same type of truck pushed in my garage and broke a section of my fence.

The City's drivers of these trucks never left a note or reported to their supervisors. I always had to track them down by calling the Sanitation Department. A Mr. Bolton from the City would come to investigate leaving me a form each time.

I need my money to pay for these damages as soon as possible and I feel that these guys should be disciplined for their actions.

Sincerely,

*Eddie Ealy*

Eddie Ealy

(414) 442-6023

OFFICE OF  
CITY ATTORNEY

01 SEP 13 PM 3:34

CITY OF MILWAUKEE  
RECEIVED

**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 dismissed.

**To File A CLAIM with The *CITY OF MILWAUKEE*:**

**You will need the following information**

**DATE of Incident** 8/24/01

**"City" Vehicle Number** INV. # 31177 5170 N. 31<sup>ST</sup> ST.



# J. D. GRIFFITHS CO., INC.

Garages, Doors, Openers  
8401 W. Calumet Road  
Milwaukee WI 53224  
(414) 353-4411 / Fax: (414) 362-7226

## PROPOSAL SUBMITTED TO:

**OWNER:**

Mr. Eddie Ealy  
2850 N. 23rd. Street  
Milwaukee WI 53206

**INSURANCE:**

Date: 08/27/01

Phone: 442-6023

Work:

Job Location: Garage  
5170 N.

Remove siding and framework as necessary from garage that has been damaged. Re-frame with common construction materials. Supply and install exterior plywood as siding

All repairs to be done in a workmanlike manner and as best as possible.

No priming or painting.

Includes cleanup and disposal of all related debris.

COST OF ABOVE WORK: \$ 765.00

NOTE: It may be necessary to eliminate the built-in cabinets from the rear wall of the garage. These cabinets will not be replaced.

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

Seven Hundred Sixty Five Dollars and 00/100-----(\$ 765.00 ).

Payment to be made as follows:

Payment in full upon completion please.

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.

Authorized  
Signature



Note: This proposal may be  
withdrawn by us if not accepted within 60 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 as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_