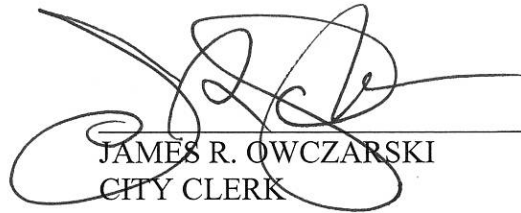


Dated as of the 16th day of October, 2018.



ALDERMAN NIK KOVAC
CHAIRMAN, LICENSES COMMITTEE



JAMES R. OWCZARSKI
CITY CLERK

Complaint; Milwaukee Code of Ordinances Sections 85-3 to 85-5, and 93-25.

Cover Sheet

To: City of Milwaukee – City Clerk

From: Matthew Clark

Title: Revocation Complaint - Hearing Request for Abyss Towing of Milwaukee

Contents: (see below)

Printed:

- 1) Revocation Request – 19 pages with notary

On Thumb Drive (F:):

- 1) City of Milwaukee Tow Lot Information for Tow in Question (also included in complaint)
- 2) Partial Cell Phone Log (also included in complaint)
- 3) Pictures from Abyss Tow Lot on Night of 1/27/2018 (also included in complaint)
- 4) Map and Pictures of 2919 W. Parnell Avenue Pinehaven Apartments (also included in complaint)
- 5) Last Picture Taken of Text Message Conversation While Still in Vehicle (also included in complaint)
- 6) .MOV of Phone Call with Abyss Towing on 2/2/2018 (audio only)
- 7) .MOV of Voicemail Left with Abyss Towing on 2/2/2018 (audio only)

mpcclark1@gmail.com
(414) 380-8488

I, Matthew Clark, can testify in front of the city of Milwaukee Licensing Committee.

A handwritten signature in black ink, appearing to read "Matthew Clark". The signature is written in a cursive style with a long, sweeping tail on the final letter.

Revocation Request Statement

Objection:

I would like to object to Abyss Towing's license that allows the company to operate in the city limits of Milwaukee due to its violations of both city ordinance and state law. Based on the tight timeline of the night of 1/27/2018, it is clear that Abyss Towing likely either did not call in and receive the confirmation number before towing the vehicle, or I entered and started my vehicle prior to the tow hookup being started both of which would be violations of ordinance 97-43-3 and the former a violation of state law 349.13. I was present for the entire hookup of my vehicle, and not only was I not offered a drop fee as also required by city ordinance 97-43-3 despite it being clear that I was the owner and operator of the vehicle, my requests for a release fee were ignored. The following day, 1/28/2018, I retrieved my vehicle from Abyss Towing's private lot at a fee of \$355 cash which is in excess of the allowed fee under state law provided there are no special circumstances as laid out by state law 319.03 related to 349.13, and I was not offered nor did I receive a receipt which is another possible violation of city ordinance and poor business practice seeing as the charges were issued without my prior consent.

Please consider this an objection to the Abyss license to operate in the city limits due to its poor business practice and disregard of city of Milwaukee ordinances and Wisconsin state laws.

1/27/2018 Timeline of Important Time Stamped Events:

9:18 PM – Last picture taken on my cell phone in my vehicle with time stamp. I parked in a parking spot a couple of minutes after this picture to go into my mother's apartment unit for a short period of time (see Appendix A)
9:30 PM – Call received by city of Milwaukee tow lot from Abyss Towing (see Appendix B)
9:31 PM – Authorization time from city of Milwaukee tow lot (see Appendix B)
9:33 PM – Call closed by city of Milwaukee tow lot (see Appendix B)
9:36 PM – I call Abyss Towing for the first time after dealing with tow truck driver and him driving away using the card with Abyss Towing's phone number on it. The call was placed less than a minute after the driver drove away (see Appendix C)

City of Milwaukee Ordinance:

<http://city.milwaukee.gov/ImageLibrary/Groups/ccClerk/Ordinances/Volume-1/Master-V1.pdf>

93-3: Definitions

"8. DROP FEE means a payment charged to the owner or authorized operator of a motor vehicle for disconnecting a tow truck under the provisions of s. 93-47-3.

10. FULLY HOOKED UP means a vehicle to be towed by a licensed tow truck operator is fully prepared for transport by attachment to a tow truck, lifted in tow position, with tow lights and safety chains attached and, if required, placed on a dolly in a raised position, and the only action remaining is for the tow truck operator to drive away."

97-43-3: Motor Vehicle Towing – Drop Fee

"3. DROP FEE.

a. Except for a vehicle issued a repossession judgment and unless otherwise directed by a police officer, if the owner or authorized operator of any motor vehicle to be towed is present and offers to remove the vehicle from the property or correct the violation before the vehicle is attached in any way to the tow truck, no fee shall be charged the vehicle owner.

b. If a tow truck operator has attached equipment for towing to the vehicle to be towed, but is not yet fully hooked up, as defined in s. 93-3-10, the vehicle shall not be towed upon request of the vehicle owner or authorized operator. The owner or authorized operator shall be liable for a drop fee in an amount not to exceed \$50, in lieu of towing, provided the vehicle owner or authorized operator is willing and able to pay the drop fee and remove the vehicle or otherwise correct the violation.

c. If an owner or authorized operator of a motor vehicle is present before the vehicle is fully hooked up, the tow truck operator shall advise the owner or authorized operator of the motor vehicle that he or she may offer payment of the towing drop fee and shall provide the owner or authorized operator of the motor vehicle 5 minutes to make payment of the towing drop fee. The tow truck operator shall concurrently advise the owner or authorized operator of the motor vehicle of acceptable forms of payment, as provided in par. d.

d. For purposes of this subsection, a towing business shall accept payment by cash, credit card or debit card for the drop charge, and shall issue the person requesting the drop a receipt of payment of the drop fee.

e – If a tow truck operator advises the owner or authorized operator of a motor vehicle that he or she may offer payment of the towing drop fee and the owner or authorized operator declines to pay the drop fee, the owner or authorized operator shall sign in duplicate a drop fee waiver form provided by the tow truck operator and in a form approved by the chief of police.

4. RESTRICTIONS ON ACTIONS OF TOW TRUCK OPERATORS. No operator of a tow truck shall:

- a. Except in the case of a repossession, non-consensually tow any motor vehicle to a location outside the city.
- b. Solicit or attempt to divert prospective patrons of another tow truck.
- c. Tow a vehicle without first obtaining adequate identification from the owner or authorized operator of the vehicle or from the person authorizing the tow from private property.
- d. Refuse to release or charge a fee to release personal property from within a towed vehicle to the owner or authorized operator of the towed vehicle during regular business hours upon presentation by the owner or authorized operator of proper identification as provided in s. 349.13(5)(b), Wis. Stats.
- e. Remove any item or material from a towed vehicle, whether on the inside or outside of the vehicle.
- f. If performing a non-consensual tow, charge a sum in excess of that authorized by s. Trans 319.03, Wis. Admin. Code.
- g. Refuse to release a vehicle after the presentation of sufficient proof of ownership and the payment of authorized charges
- h. Charge the owner or authorized operator of any non-consensually towed motor vehicle any storage fee for any 24-hour period during which the business is not open and the vehicle not available for recovery for at least a 4-hour period between 8 a.m. and 5 p.m.
- i. Refuse payment for towing services by cash or by debit, credit or charge card.
- j. Store a non-consensually towed vehicle at any location not on file with the city, unless directed otherwise by the police department.
- k. Subcontract any non-consensual towing work to any person, firm or corporation not licensed to perform non-consensual towing in the city."

Wisconsin State Law

<https://docs.legis.wisconsin.gov/statutes/statutes/349/II/13/5/b/2>

349.13 Authority to regulate the stopping, standing or parking of vehicles. (3m)

"(a) In this subsection:

1g. "Leased space" has the meaning given in s. 704.90 (1) (b).

1n. "Lessee" has the meaning given in s. 704.90 (1) (c).

1r. "Operator" has the meaning given in s. 704.90 (1) (d).

1w. "Parking enforcer" has the meaning given in s. 341.65 (1) (ar).

2. "Properly posted" means there is clearly visible notice that an area is private property and that vehicles that are not authorized to park in this area may be immediately removed.

3. "Rental agreement" has the meaning given in s. 704.90 (1) (f).

(b) Subject to par. (dr) 1., if private property is not properly posted and a vehicle is parked on the private property and is not authorized to be parked there, the vehicle may be removed immediately, at the vehicle owner's expense, without the permission of the vehicle owner upon the issuance of a repossession judgment or upon the issuance of a citation for illegal parking.

(bm) Notwithstanding par. (b), and subject to par. (dr) 1., an operator may have a vehicle that is stored in a lessee's leased space removed, at the vehicle owner's expense, without the permission of the vehicle owner, regardless of whether a citation is issued for illegal parking, if all of the following apply:

1. The lessee failed to pay rent or other charges under a rental agreement for at least 7 consecutive days after the due date under the rental agreement.

2. The operator has provided the notices under s. 704.90 (5) (b).

3. Before the operator sent the 2nd notice under s. 704.90 (5) (b) 2., the lessee had failed to pay rent or other charges under the rental agreement for more than 60 consecutive days after the due date under the rental agreement.

4. The lessee has failed to redeem the vehicle under s. 704.90 (5) (a) within the time specified in the notice under s. 704.90 (5) (b) 2. c.

(c) Subject to par. (dr) 1., if private property is properly posted and a vehicle is parked on the private property and is not authorized to be parked there, the vehicle may be removed immediately, at the vehicle owner's expense, without the permission of the vehicle owner, regardless of whether a citation is issued for illegal parking.

(d)

1. Subject to par. (dr), a vehicle may be removed from private property under par. (b) or (c) only by a towing service at the request of the property owner or property owner's agent, a traffic officer, or a parking enforcer. Subject to par. (dr), a vehicle may be removed from a leased space under par. (bm) only by a towing service at the request of the operator, a traffic officer, or a parking enforcer.

2. Before any vehicle is removed under par. (b) to (c) by a towing service, the towing service shall notify a local law enforcement agency of the make, model, vehicle identification number, and registration plate number of the vehicle and the location to which the vehicle will be removed.

3. Subject to par. (dr) 2., if a vehicle is removed under par. (b) to (c) by a towing service, the vehicle owner shall pay the reasonable charges for removal and, if applicable, storage of the vehicle, as well as any service fee imposed under par. (dm). Subject to par. (dr) 2., if the vehicle was removed at the request of the property owner or property owner's agent or at the request of an operator, these reasonable charges shall be paid directly to the towing service, and the towing service may impound the vehicle until these charges are paid. If these charges have not been paid in full within 30 days of the vehicle's removal and the vehicle owner has not entered into a written agreement with the

towing service to pay these reasonable charges in installment payments, the vehicle shall be deemed abandoned and may be disposed of as are other abandoned vehicles.

(dg) Every law enforcement agency shall maintain a record of each notice received under par. (d) 2., as well as identification of the towing service removing the vehicle.

(dm) If requested by the municipality in which the removed vehicle was illegally parked, the towing service shall charge the vehicle owner a service fee not exceeding \$35 and shall remit this service fee to the municipality. All service fees collected by a towing service under this paragraph may be aggregated and forwarded together, on a monthly basis, to each applicable municipality.

(dr)

1. A towing service may not remove a vehicle under this subsection if the vehicle has been reported to a law enforcement agency as stolen.

2. A towing service may not collect any charges for the removal or storage of an illegally parked vehicle under this subsection, or a vehicle removed under par. (bm), unless the towing service made a good faith effort to comply with par. (d) 2. with respect to the vehicle. A towing service operating in a 1st class city may not collect any charges for the removal or storage of an illegally parked vehicle under this subsection, or a vehicle removed under par. (bm), if the towing service has not complied with par. (d) 2. with respect to the vehicle.

(e) The department shall promulgate rules establishing all of the following:

1. Reasonable charges for removal and storage of vehicles under this subsection when no citation has been issued.

2. The form and manner of display of notice necessary to qualify as "properly posted" under par. (a) 2.

3. Guidelines for towing services to notify law enforcement under par. (d) upon removal of a vehicle when no citation has been issued.

(4) In counties having a population of 750,000 or more whenever any traffic officer finds a vehicle disabled so as to cause a hazard on any portion of the interstate system, limited access highway or any expressway, even though it may be impossible for the operator to avoid stopping or temporarily leaving the vehicle thereon, the county may remove such vehicle to a position where parking is permitted or to either private or public parking or storage premises. The removal may be performed by such officer or under the officer's direction or such removal may be contracted for by such counties and any charges shall be regulated by ordinance. The operator or owner of the vehicle removed shall pay a reasonable charge for moving or towing or any storage involved based upon said ordinance.

(5)

(a) No person who removes or stores a vehicle under subs. (3) to (4) or otherwise at the request of a law enforcement officer, and no person who removes or stores a disabled vehicle, accident debris or other object that obstructs the roadway of a freeway or expressway, as defined in s. 346.57 (1) (ag), may incur any civil liability for the act, except for civil liability for failure to exercise reasonable care in the performance of the act or for conduct that is willful, wanton or malicious.

(b)

1. As used in this paragraph:

a. "Personal property" means all property within the vehicle which is not mounted, attached or affixed to the vehicle.

b. "Proper identification" means identification which would be sufficient to establish ownership to release the vehicle.

2. A person who has custody of a vehicle removed or stored under subs. (3) to (4) or otherwise at the request of a law enforcement officer, traffic officer, parking enforcer, property owner or property owner's agent, or operator, as defined in s. 704.90 (1) (d), shall release the personal property within the vehicle to the owner of the vehicle during regular office hours upon presentation by the owner of proper identification.

3. No charge may be assessed against the owner for the removal or release of the personal property.

4. If the owner removes the personal property from a motor vehicle under this paragraph, the vehicle shall be deemed abandoned unless the person enters into a written agreement to pay the full charges for towing and storage. The owner shall be informed of this subdivision by the person who has custody of the vehicle before the property is released. A vehicle deemed abandoned under this subdivision may be disposed of as are other abandoned vehicles by the local authority.

5. The personal property is subject to forfeiture under ss. 961.55 to 961.56 and 973.075 to 973.077.

(c) A traffic or police officer or parking enforcer who requests removal of a vehicle under subs. (3) to (4) by a towing service shall, within 24 hours of requesting the removal, notify the towing service of the name and last-known address of the registered owner and all lienholders of record of the vehicle if the vehicle is to be removed to any location other than a public highway within one mile from the location from which the vehicle is to be removed and if the officer or parking enforcer is not employed by a municipality or county that has entered into a towing services agreement which requires the municipality or county to provide notice to such owner and lienholders of the towing."

Chapter Trans 319 - TOWING OF UNAUTHORIZED VEHICLES ON PRIVATE PROPERTY

https://docs.legis.wisconsin.gov/code/admin_code/trans/319

"Trans 319.01 Purpose and scope.

Trans 319.02 Definitions.

Trans 319.03 Charges for towing and storage.

Trans 319.01 Purpose and scope.

(1) The purpose of this chapter is to interpret and implement s. 349.13 (3m), Stats., relating to removal of vehicles on private property that are not authorized to park in that area.

(2) This chapter applies to the towing of vehicles parked on private property under s. 349.13 (3m), Stats.

Trans 319.02 Definitions. Words and phrases defined in s. 340.01, Stats., have the same meaning in this chapter unless a different definition is specifically provided. In this chapter:

(1) "Properly posted" has the meaning given in s. 349.13 (3m) (a) 2., Stats.

(2) "Law enforcement agency" means a county sheriff or municipal police department.

Trans 319.03 Charges for towing and storage.

(1) Towing service fees. A towing service may charge a vehicle owner ordinary and reasonable fees related to removal and storage of the vehicle from private property under s. 349.13 (3m), Stats., except that no charges may exceed the following individual total amounts:

(a) \$150 for a vehicle removed using a flatbed, hook and chain, wheel-lift, boom, or any other method.

(b) \$25 for each period of 24 consecutive hours that the vehicle is stored at an outdoor storage facility.

(c) \$35 for each period of 24 consecutive hours that the vehicle is stored at an indoor storage facility.

Note: The daily storage charge under par. (b) or (c) can be collected by a towing service the first minute after notice of the tow is given to a law enforcement agency by the towing service. A second daily storage charge cannot be collected until 24 hours after the time at which notice is given to law enforcement, subject to the limits for closed storage facilities specified in s. Trans 319.03 (4).

(d) \$150 for any other necessary and commercially reasonable charges relating to the use of special equipment in the removal or storage, or both, of the vehicle, and for any expenses incurred by the towing service relating to travel exceeding twenty miles.

Administrative fees, gate fees, lien processing fees, or any other fees for equipment or procedures ordinarily required for the removal or storage of a vehicle may not be charged under this paragraph. A towing service may collect charges under this paragraph only if any of the following applies:

1. The removed vehicle possesses unusual characteristics, such as size or mechanical condition that make the maximum removal charge under par. (a) unreasonably low, or has a gross vehicle weight rating or registered weight of 10,001 pounds or more.

2. The location in which the removed vehicle was parked contains certain spatial constraints or limited access to the parked vehicle impeding the tow that make the maximum removal charge under par. (a) unreasonably low.

3. The roundtrip travel by the towing service exceeds 20 miles. A towing service may charge a surcharge of \$3.00 per mile under this subdivision for miles in excess of twenty miles. Mileage is based on roundtrip mileage from the storage facility to return thereto. The towing service shall establish the mileage from the tow truck odometer and shall include on the tow slip the beginning and ending odometer readings to the 1/10 per mile. If the tow truck is dispatched from a location other than the storage facility, the one-way mileage between the location from which the vehicle is removed and the storage facility shall be multiplied by two. Mileage fractions less than 5/10 shall be omitted, and mileage fractions of 5/10 or more shall be rounded up to the nearest whole number.

Note: Pursuant to s. 349.13 (3m) (dr) 2., Stats., a towing service is prohibited from collecting any charges for the removal or storage of an illegally parked vehicle towed under s. 349.13 (3m), Stats., if the towing service has not complied with the requirement under s. 349.13 (3m) (d) 2., Stats., to notify law enforcement prior to removing the vehicle.

(2) Municipal service fee. If requested under s. 349.13 (3m) (dm), Stats., by the municipality in which the removed vehicle was illegally parked, the towing service shall charge the vehicle owner a service fee not exceeding \$35 and shall remit this service fee to the municipality. The fee under this subsection is in addition to any fees charged under sub. (1).

(3) Tow fee. If the fee under sub. (2) is requested by a municipality, the towing service may charge the vehicle owner a service fee not exceeding the fee amount remitted to the municipality under sub. (2). The fee under this subsection is in addition to any fees charged under subs. (1) and (2).

(4) Storage period. The storage period is the number of consecutive 24-hour periods beginning on the date and time that the towing service provides the notice required under s. Trans 319.05 (1) and ending when the vehicle is retrieved, rounded up to the nearest whole number. No towing service may charge a storage fee for any calendar day that the storage facility is open less than 4 consecutive hours between the hours of 8:00 a.m. and 5:00 p.m., for retrieval of the vehicle.

Note: In general, the storage charge is the whole number of days from towing until retrieval, multiplied by the storage charge rate specified under s. Trans 319.03 (1) (b) or (c). However, this subsection prohibits a daily storage charge for any calendar day during which the storage facility is open less than 4 consecutive hours between 8:00 a.m. and 5:00 p.m. for vehicle retrieval. For example, consider a vehicle towed at 10:20 p.m. on Friday and retrieved at 10:00 a.m. on Monday, and stored at a facility that is open for vehicle retrieval on Saturday from 10:00 a.m. until 2:00 p.m., closed Sunday, and open Monday from 10:00 a.m. until 10:00 p.m. The vehicle was stored for a period of three days, but the vehicle owner cannot be charged for one of those days of storage since the storage facility was not open for vehicle retrieval on Sunday; only two days of storage are chargeable by the towing service."

1/27/2018:

On the night of 1/27/2018, I picked up my mom from her apartment complex wherein she is a paying, lawful tenant with a valid parking pass for her vehicle. She lives off of a side street on the south side of Milwaukee away from downtown. We went to go play a trivia game at her church with other parishioners. Afterwards, I planned to drop her off and decided to pull into the parking lot of the apartment complex because her unit was immediately adjacent to the back door on the second floor. While we were on the way back to her apartment complex, I became aware that my mom was a victim of a text scam. As such, upon returning to the apartment complex, we stayed in my vehicle for about 15-20 minutes with it running and the lights on. While discussing the situation with my mom and seeing texts myself, I found out that there was an account on which I needed to collect the information in order to report this fraud to the appropriate bank and close the account. After updating my mom's iPhone password for protection, calling to confirm she could still answer her phone, and taking pictures in the car of a text conversation my mom had with the scammers (on my behalf) in order to share the

conversation with my siblings, I pulled into a spot which was a couple of minutes after the last picture was taken (see Appendix A). The spot was a well-defined spot and one of many available spaces that night which is the case most nights.

I accompanied my mom into her apartment complex and unit and collected the account documentation she had. Then, I sat down with her to briefly further discuss how the scam was working and show her what she would and would not be able to do on her phone while it was temporarily limited in capabilities. I stood up to leave, and out of the window directly adjacent to the back parking lot, I saw a tow truck backed up to my vehicle. I ran down the stairs as fast as I could and ran all the way to the vehicle, jumped in, and started it. As I approached the vehicle, I did not see the tow truck driver outside of my vehicle or outside the tow truck. A few seconds after starting the vehicle, the tow truck driver scrambled around the front end of my vehicle from the passenger side to the driver side seemingly coming from the tow truck cab at the same time I was exiting the vehicle to go find him. Again, I immediately exited my vehicle not even bothering to turn it off at that moment. He ran around to the back of his tow truck, grabbed some gear, and ultimately ended up back at the driver's side front end of my vehicle after a half minute. All the while when he was moving about my vehicle and grabbing equipment from the tow truck, I pleaded with him that there must be something we could do. I even mentioned that I had heard about a release fee in Milwaukee which would allow him to release my vehicle right then and there for a reasonable fee. I also told him that I knew tow truck companies make a lot of money for tows from private lots to which he simply responded he, referring to himself rather than the company, did not make that much. As I stood there while he hooked up my vehicle, he said to me that he did not want to hurt me implying I might want to move as I was standing near the jack-like tool he was using on the front-end of my vehicle at the wheel well. He also asked me if I was going to shut off my engine to which I immediately complied and shut it off. Despite my clear desperation to get my vehicle released, the tow truck driver ignored me at every step besides the aforementioned few things he did say.

He eventually seemed to be done hooking up the vehicle, went to his tow truck, and lifted my vehicle's backend using controls from the truck now clearly intending to tow. He quickly ran around to the driver's side of the tow truck cab and hopped in, and I ran up behind him to the driver's side window. I asked him his name to which he indicated that it was Mike, and then I asked him if he was leaving and how I get my vehicle back. At that point, he simply tossed me a small card with the Abyss Towing phone number on it (see Appendix B). I was trying to continue the conversation on what I could do to get my vehicle back, but he hit the gas hard and pulled out away mid-sentence. I watched him pull out of the apartment complex's parking lot, and then walked back over to the back door where my mom was standing, watching the scene unfold, and holding the door for me to let me back into her apartment.

As I was walking back into the unit, I placed a call to Abyss towing not expecting an answer. As predicted, the call went to voicemail, and I left a nice enough voicemail asking to be contacted in order to figure out a time to pick up my vehicle. This call was placed at 9:36 PM. That is six minutes after the original call from Abyss Towing was placed to the city tow lot, five minutes after the documented authorization time, and three minutes after the call was cancelled (see Appendices C and D). After later discussing the times with the city of Milwaukee tow lot personnel, they must cancel the call and usually do so as they are hanging up with the tow company. I would expect that the tow truck driver, Mike, drove directly to Abyss Towing at 960 W. Armour Avenue which is 3.3 miles away from my mother's apartment complex (see Appendix E).

I called various city of Milwaukee numbers afterwards to figure out what happened to my vehicle as the Milwaukee Police Department was able to be reached at that time (as opposed to Abyss Towing) and could speak to what I should expect regarding retrieving my vehicle. My mom dropped me off at home a little bit later, and I went with my brother to the address listed on the company card in order to lock my vehicle with the vehicle remote. The vehicle was parked immediately inside of the gate with no obstructions to removal which is how it was parked when I picked it up the next day (see Appendix F).

1/28/2018:

Since the operational hours listed online for Abyss Towing indicated Monday through Friday 9AM – 3PM, I did not try to contact the company right away on Sunday morning, 1/28/2018. However, after a few hours of stewing over the situation, I ultimately tried Abyss Towing again and got an answer. After a discussion with Stephanie from Abyss Towing, she agreed to meet me despite her already having opened the lot for a few hours earlier. During our conversation, I let her know I had hopped into my vehicle the night before, and she said that if she had known it was me who had done that, she would not have agreed to come meet me. In either case, she indicated that I needed to pay cash since Abyss Towing was closed and she could not accept any other form of payment. I will note here that if I would have been alerted about the Sunday hours, perhaps I could have paid with a credit card. Within the same few hours Sunday morning, I texted my aunt to procure a ride to the tow lot after explaining high level what happened (see Appendix G). In that short text message exchange, you can see that I was being reasonable and indicated that I was present for the hookup and tow of my vehicle.

Stephanie, the Abyss Towing agent, arrived shortly after I did at the tow lot, and she required me to present my Driver's License and the title to the vehicle (which, she said, I was required to be on) and also pay the \$355 cash at that time. She took the items to the trailer that is on the lot to, I assume, make copies. She eventually returned and gave me back the ID and title, but I did not receive a receipt. I was careful to not rock the boat any more as I did not want to be further cheated by Abyss Towing, and I did not want to have to come back later in the week to get my vehicle. However, in addition to not receiving a receipt, the \$355 fee violates state law, too. A normal tow should be \$150 plus a few additional smaller fees, but the law clearly indicates that the special circumstance \$150 line item charge should not be applied unless there are special circumstances. These circumstances include a hard to reach vehicle, a vehicle over 10,000 pounds, or a longer trip (and even then it is a nominal per mile fee). My Chrysler Pacifica was in a standard parking spot with no vehicles to either side of it and with no obstruction anywhere near the vehicle. It does not weigh more than 10,000 pounds, and the tow lot was 3.3 miles away from the apartment complex (2919 W. Parnell Avenue to 960 W. Armour Avenue). Having not been given a receipt, I was unable how the charges amounted to a total of \$355. In either case, the amount of the charge is in violation of the Wisconsin state law here as the total amount is in excess of the allowed amount given the circumstances.

Follow-up Conversation with Apparent Owner on 2/2/2018:

I did speak to who I think is the owner of Abyss Towing (Tony would not actually answer whether or not he was the owner), and we had a roughly nine minute conversation in which I was fairly nervous because I viewed it as an opportunity to get a portion of my wrongfully taken cash back. During the phone call, he indicated he had cameras in his tow trucks. I let him know that I thought that was perfect since he could review the video and see what really happened. Of course I knew this would favor me since a drop fee was not offered. He seemed to have faith in his drivers that they would not do anything illegal, but if he would have just reviewed the video he mentioned, perhaps he would have seen that at least one of his drivers does or did break the law. If he actually talked to his driver, maybe the driver would have admitted that he hooked me up after I was in the vehicle, did not offer a drop fee, and ignored my request for one...Tony did not offer to do that or follow up on any of those matters, though, despite admitting he did not know the circumstances. The apparent owner, Tony, said it was up to me to know the law which is interesting because he did not seem to know the law that his drivers are required to inform owners of the drop fee – he interjected to indicate it was my responsibility which, in this case, it was not necessarily just my responsibility. So he seemed to not have known the law (see par. C above in the city of Milwaukee ordinance which indicates the tow truck operator shall advise the driver of the drop fee) which was great juxtaposition to him lecturing me on knowing the law. It would have been comical if his company had not just wrongfully taken so much money from me. I was not offered a drop fee in the clearest of circumstances, so perhaps the drop fee is rarely, if ever, offered by Abyss Towing.

The apparent owner, Tony, also said if I had not been parked there in the first place, none of this would have happened. I tried telling him that did not mean his company could handle the situation in any way he desires. He hung up on me while I was speaking, but I did call back and leave a message for him when the call went directly to voicemail. I was trying to let him know that just because I was parked somewhere I should not have been parked,

that does not give the tow truck driver the right to treat me in whatever way he wants. His company's illegal actions are not justified because I was in the wrong spot. He seems to believe they are. When I spoke to Stephanie, an agent of the company, earlier that week, she readily admitted that a drop fee may not have been offered, but I did not have time to point that out to him because he hung up before I could. Tony seemed to be jumping around in the conversation to find an excuse as to why it was reasonable for his company to tow my vehicle without offering a drop fee, and it sounded like he settled on the reason of me getting into my vehicle for fewer than five seconds and then exiting to speak to the tow truck driver that I had not seen as I approached.

The recording of my conversation and my voicemail is available on the thumb drive submitted with this revocation request. I will ask that this be played at the committee meeting if granted a revocation hearing.

Department of Agriculture, Trade, and Consumer Protection Response:

Some time after the tow took place, I was advised that perhaps the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) might be of some help, so I submitted a complaint to the state agency. Abyss Towing eventually responded to my complaint, and its response is full of lies and misinformation (see Appendix H). My DATCP complaint was an attempt to get Abyss Towing to admit to its mistakes and be held accountable for its actions, but unfortunately, there has not yet been an acceptable resolution to the complaint. I wanted to include this response here because I believe it is apparent to a reasonable person that at least portions of the response are fabricated by Abyss Towing, and, of course, I know that most of the response is untruthful.

Close:

I have laid out the pertinent events on the night of 1/27/2018 and thereafter. Based on the tight timeline of the hookup and tow, I think it is clear that my vehicle had not yet been hooked up at all or the call to the tow lot was placed at a different time. Since the call was documented by the city of Milwaukee tow lot, I think it is very likely my vehicle was hooked up after I had entered it and started it thereby breaking the city of Milwaukee ordinance meant to protect drivers.

I was present for the entire time the hookup was occurring, and I was not offered a drop fee. In fact, I was ignored by the driver when I specifically asked for one. As such, Abyss Towing broke the city ordinance requiring it to offer a drop fee when a driver presents prior to the vehicle being fully hooked up. I signed no paper that night nor was I requested to do so. Since I was not offered a drop fee, there was no paperwork to complete. However, if one believed the untruthful Abyss Towing response to the DATCP complaint, Abyss Towing should have my signature on a declination form on file as it indicated in its response to DATCP that it did offer one.

I was not offered or provided a receipt the next day upon retrieving my vehicle for \$355 cash. As such, this constitutes at least one violation of the state law for seemingly being charged for special circumstances when none existed. It is also poor business ethics to non-consensually tow a vehicle, charge the vehicle operator or owner a large amount of money, and then not submit a copy of a receipt to that individual.

After giving the owner a chance to come to an amicable resolution by offering to accept a partial refund despite the seemingly purposeful errors by his employees, I filed a Better Business Bureau complaint and a DATCP complaint. The BBB complaint did not receive a response from Abyss Towing and the DATCP Abyss Towing response was filled with lie after lie.

This company has showed itself to be in the business of not following the law, and the owner(s) and employees do not seem to care too much about it. Other clues of this company's questionable character can be found in additional places. For example, the company does not list its name on its tow truck nor does it prominently display its number as any consensual tow company would (see Appendix I). In addition, Abyss Towing found my vehicle parked on private property in fewer than 10 minutes while at an obscure apartment complex off of an obscure street in an obscure neighborhood away from the hustle and bustle of downtown (Appendix J). Me parking in my mother's apartment complex half empty lot for fewer than 10 minutes was not a big problem on an

individual basis, and Abyss Towing likely was skulking around looking for unassuming drivers or provides a kickback to a spotter at many of its lots and received a call that night. These actions are not necessarily illegal, but it is further evidence that the company does not hold the interest of its paying customers in high regard.

Please make the city a better place by revoking the license of Abyss Towing to do business in the city of Milwaukee.

Cordially,



Matthew Clark

Contacts as Listed on Company Website:

Tony (Abyss Towing): 414-215-4703

Dave (Abyss Towing): 414-394-3116

General Line: 414-659-3781

Company Address:

Abyss Towing & Auto Salvage

960 W. Armour Avenue

Milwaukee, WI 53221

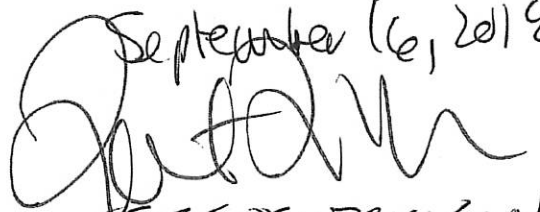
Address Towed from:

2919 West Parnell Avenue

Milwaukee, WI 53221

Vehicle Towed Date:

1/27/2018

Sworn before me on
September 16, 2018

STATE OF WISCONSIN,
COUNTY OF MILWAUKEE
My Commission is permanent.



Appendices:

Appendix A – Time Stamp from My Mother’s Phone – p.10

Appendix B: Abyss Towing Vehicle Retrieval Information on “Business” Card – p. 10

Appendix C: City of Milwaukee Tow Lot Documentation – p. 11

Appendix D: Cellular Phone Call Log (partial) – p. 12

Appendix E: Cell Phone Maps App with Directions from Pinehaven Apartments to Abyss Towing Tow Lot – p. 12

Appendix F: Pictures of My Vehicle in Abyss Towing Tow Lot on Night of 1/27/2018 – p. 13

Appendix G: Screen Shots of a Brief Text Exchange on the Day After the Tow – p. 14

Appendix H: Abyss Towing Response to My DATCP Complaint – p. 15

Appendix I: View of an Abyss Towing Tow Truck – p. 16

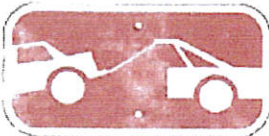
Appendix J: Pictures of Pinehaven Apartment Complex – p. 17

Appendix A – Time Stamp from My Mother’s Phone
Picture taken from inside vehicle with my phone:



Appendix B: Abyss Towing Vehicle Retrieval Information on “Business” Card

ABYSS TOWING



***IF YOUR VEHICLE HAS BEEN TOWED
IT CAN BE RECOVERED AT 960 W.
ARMOUR AVE. MILWAUKEE WI,
53221. 414-659-3781***

Tow Tow No. 1682809 Printed on: 08/02/2018 at 10:46 AM Page 1

Tow No. 1682809 Process Status CANCELLED Amount Due 50.00
 Reason: 62 PRIVATE PROPERTY TO CI Ticket Violation
 Driver: Towable? Moved to Lot: ABYSS TOWING
 Location: 2919 W PARNELL AV
 Dep: Fees Last Calculated
 J-Bid No: Bid Amt: 50.00 Vendor ID Zone: UN

Date Time Operator Off Dist Sqft PR No.
 Placarded : AM
 Authorized: 01/27/2018 09:31 PM TD59 999 99999 Crew
 Cancelled: 01/27/2018 09:33 PM TD59
 Dispatched: : AM Crew:
 Arrived: : AM Driver Name:
 Confirm Cn: : AM Lot: Row: Space:
 Released: : AM Location of Keys:
 Confirm Off: : AM Last Prev Notice :
 Process Status: CAN Process Date: Last Notice:

Li No: WI 8DGR07 Exp: 15 Make: CHRY Model: PAC
 VIN: 2C4RC1CG1HR507214 Style: VN Year: 17 Color: BLK

Property Inventory No.:
 TIRES Missing Flt Hub Caps Stereo Sound System: N Window Damage: N
 FRONT Doors Locked: Y Column Damage: N
 REAR Keys: N Snow/Dirt: Y

Damage Description

Additional Comments

Further Comments

Initial Depositor: 28 PRIVATE TOW
 Recycle Billing Billing Amount Due 50.00
 Billing Notice 1: Billing Notice 2: :
 DOT Notice Sent: DOT Processing Date: :
 Suspension Code: 40TL Date of DOT Satisfaction: :
 Trip Date: Trip Notice Sent: :

Status History for Tow No. 1682809

Effective Date	Transaction Date	Code	Explanation	Comments/Reason
01/27/2018	01/27/2018 09:30 PM	EN	Entered into system	None

Appendix D: Cellular Phone Call Log (partial)

Page A 1 of 25
 Account Number: [REDACTED]
 Bill Date: 02/12/18
 Invoice Number: [REDACTED]

Page A 2 of [REDACTED]
 Account Number: [REDACTED]
 Bill Date: 02/12/18
 Invoice Number: [REDACTED]

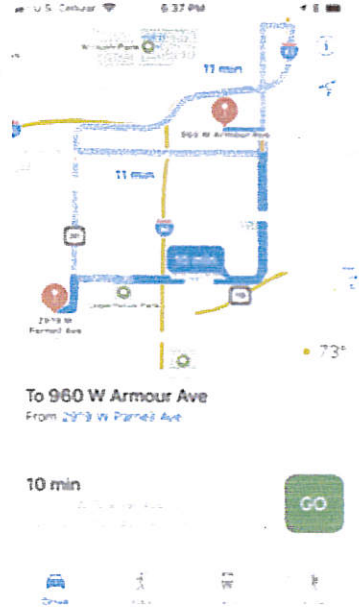
Detail of Usage Total Plans with No Hidden Fees 414-385

Detail of Usage Total Plans with No Hidden Fees (Continued) 414-385

Line	Date	Time	Call To	Number	Feature	Per	Min	Airtime	Totl	Adst	Amount
				Called		iod		Charge	Charge	Charge	
43	01/27	09:16:00	WILSONVILLE	414-557-4700			1	0.00			0.00
44	01/27	09:36:00	MOBILE	414-659-3781			1	0.00			0.00
45	01/27	09:37:00	WILSONVILLE	414-645-2153			1	0.00			0.00
46	01/27	09:48:00	WILSONVILLE	414-206-8360			5	0.00			0.00
47	01/27	09:53:00	WILSONVILLE	414-206-8360			5	0.00			0.00
48	01/27	09:57:00	WILSONVILLE	414-933-4444			2	0.00			0.00
49	01/27	09:58:00	WILSONVILLE	414-533-4444			7	0.00			0.00
50	01/27	10:16:00	WILSONVILLE	414-933-7233			10	0.00			0.00
51	01/27	10:49:00	MOBILE	414-659-3781			2	0.00			0.00
52	01/28	10:43:00	MOBILE	[REDACTED]			8	0.00			0.00
53	01/28	11:52:00	MOBILE	414-354-3118			3	0.00			0.00
54	01/28	01:02:00	WILSONVILLE	414-204-3118			5	0.00			0.00
55	01/28	01:16:00	MOBILE	[REDACTED]			1	0.00			0.00

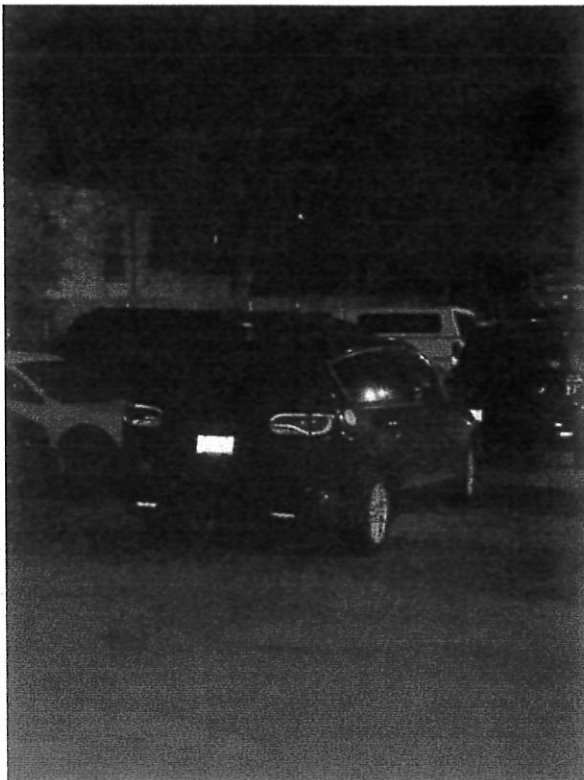
38 02/03 10:11:00 WILSONVILLE 414-215-4700 5 0.00 0.00
 39 02/03 10:16:00 WILSONVILLE 414-215-4700 3 0.00 0.00

Appendix E: Cell Phone Maps App with Directions from Pinehaven Apartments to Abyss Towing Tow Lot:



Appendix F: Pictures of My Vehicle in Abyss Towing Tow Lot on Night of 1/27/2018

These are two pictures I took at the Abyss tow lot the night of the tow. As you can see, the vehicle was immediately inside the gate and not being obstructed. It was this way when I retrieved the vehicle for \$355 cash the next day, Sunday, 1/28/18.



Appendix G: Screen Shots of a Brief Text Exchange on the Day After the Tow



Would you be able to go now?
Or leave by 1240.
I guess somebody can be there.

Aren't they closed

She said she can send somebody. Their hours say they are closed but she answered when I called.

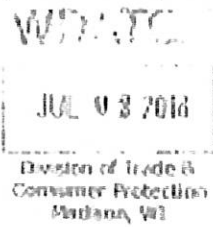
Now is fine, I can pick you up

Okay. I just have to run to bank to get cash. 140 okay?

That's fine. I'll pick u up then



Appendix H: Abyss Towing Response to My DATCP Complaint



File # 84058

To whom it may concern,

By saying that it is unethical, grotesque and illegal you are saying that this is how you feel about the state of Wisconsin. This is a Wisconsin law and the fees are state regulated. The law was made this way with more than just the towed person's perspective in mind. No one likes to be towed, but property owners don't like people parking illegally on their property either. They have the right to enforce these laws on their property and without these laws there would be no place for tenants who actually have permits to park. We always take pictures and call the vehicle in prior to touching the vehicle. The vehicle owner approached the driver as the driver was getting ready to leave. The driver offered him a drop fee and explained he needed to see his ID and vehicle registration to make sure he is the rightful owner of the vehicle. He refused to show ID and registration and said "why would I pay you \$50, I'm not paying you \$50". His vehicle was on tow dollies and ready to tow fully hooked up and after denying his chance at a drop fee he was impounded. To be clear when doing a drop fee we ask for proof of ownership and your ID, having the keys to a car does not legally prove ownership. Not that it is of his concern but we are currently up to date on our tow bill to the city. I would like to add that if he did jump in his car and started it while a tow truck is hooked up to it that would be illegal. That is disorderly conduct and we call the police on people and have seen people get cited for that. I also find it weird that he states the vehicle was likely hooked up and we drove away and called in later but also states he was there when it was being towed and jumped in and started it. He also states that the vehicle was not even hooked up but was trying to stop him from continuing to hook it up. These stories completely contradict each other. He also says we towed the car "around" 9:30pm and he assumed we called it in a few minutes later at 9:33. I think it would take more than three minutes to deal with him jumping in his vehicle while putting dollies on the vehicle, hooking it up, driving down the road and call it in like he says he thinks we did. That is completely made up in his own defense. We obtained a tow reference number before towing and we are contracted by the property to tow vehicles without permits. People in Wisconsin who help right these laws would be offended with the way people say that we are stealing their money and the fees are unfair. There are many variables that were considered when the fees were made by the state and they set those rates with everyone in mind. To be fair for everyone. The bottom line is he refused the drop fee, jumped in the car and started it and was being disorderly. Then the next day he looks at the law and try to find some sort of technicality to get his car back for free. This can be avoided by buying a city parking pass and parking on the street, the lot he was towed from is tenant parking only. Some people just can't admit when they are wrong, we also don't appreciate the slander of our business by someone who is clearly just mad because he was towed. To be kind the secretary met him during closed hours on a Sunday to release his vehicle and we definitely issued him a receipt. We apologize for the inconvenience but strive to keep our parking lots in order for the convenience of our tenants.

Thank you,
ABYSS TOWING
414-659-3781

Appendix I: View of an Abyss Towing Tow Truck

This tow truck was parked on a city street on 8/3/2018 – the tow truck that towed my vehicle was black and seemed a bit older. Please notice that unlike consensual towing companies, the name and phone number of Abyss is not very prominent



Appendix J: Pictures of Pinehaven Apartment Complex

Pictures relate to 2919 W. Parnell Avenue in Milwaukee, WI including Google Maps views

I. Bird's Eye View of Surrounding Area:



II. Zoomed in Bird's Eye View of Apartment Complex



My mother's apartment unit is in the middle apartment building immediately adjacent to the parking lot in back with a stairwell existing at that back door. Based on picture orientation, the unit is slightly below the Pinehaven Apartment label near the tree that is immediately adjacent to the back parking lot

III. View from about where vehicle was parked looking towards my mother's apartment unit (2nd floor window)



IV. View of southern/mid-to-eastern portion of parking lot



V: View from back door looking towards from where vehicle was towed (near dumpster)



Pictures from Abyss Towing Tow Lot





Tow No.: 1682809 Process Status: CANCELLED Amount Due: \$0.00
 Reason: 62 PRIVATE PROPERTY TO CI Ticket: Violation:
 Stolen: Towable? Moved to Loc: ABYSS TOWING
 Location: 2919 W PARNELL AV
 Disp: // Fees Last Calculated: //
 J-Bid No.: Bid Amt.: \$0.00 Vendor ID: Zone: UN

Date Time Operator Off. Dist. Squad PR No.
 Placarded: // : AM
 Authorized: 01/27/2018 09:31 PM TD59 999 99999 Crew:
 Cancelled: 01/27/2018 09:33 PM TD59
 Dispatched: // : AM Crew:
 Arrived: // : AM Driver Name:
 Confirm On: // : AM Lot: Row: Space:
 Released: // : AM Location of Keys:
 Confirm Off: // : AM Last Prev Notice: //
 Process Status: CAN Process Date: // Last Notice: //

Lic No.: WI BDGR07 Exp.: 18 Make: CHRY Model: PAC
 VIN: 2C4RC1CG1HR507214 Style: VN Year: 17 Color: BLK

Property: Inventory No.:
TIRES Missing Flat Hub Caps Stereo Sound System: N Window Damage: N
 FRONT Doors Locked: Y Column Damage: N
 REAR Keys: N Snow/Dirt: Y

Damage Description:

Additional Comments:

Further Comments:

Initial Disposition: 28 PRIVATE TOW

Recycle Billing: Billing Amount Due: \$0.00

Billing Notice 1: // Billing Notice 2: //

DOT Notice Sent: // DOT Processing Date: //

Suspension Code: 40TL Date of DOT Satisfaction: //

Trip Date: // Trip Notice Sent: //

Status History for Tow No. 1682809

Effective Date	Transaction Date	Code	Explanation	Comment/Reason
01/27/2018	01/27/2018 09:30 PM	EN	Entered into system	None

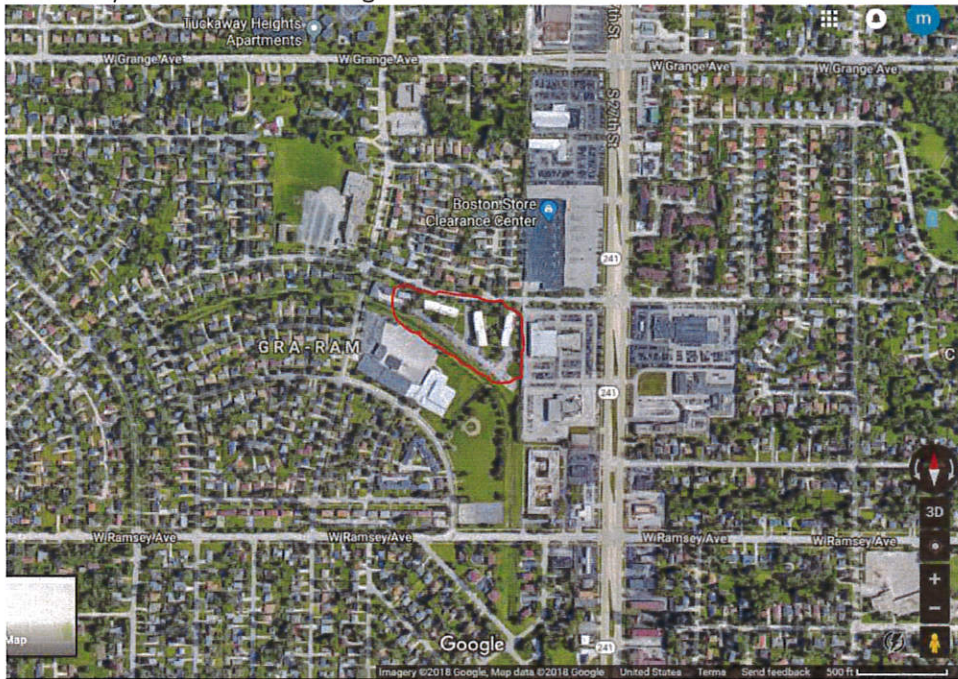
Notes Entered On 7/16/2018 5:53:42 PM by OAVERTHART TOW34 for Tow No. 1682809 male caller 4143808488

Notes Entered On 1/27/2018 9:31:07 PM by PMIGLIACCIO TD59 for Tow No. 1682809 driver is michael 4146593781 960 w armour ave

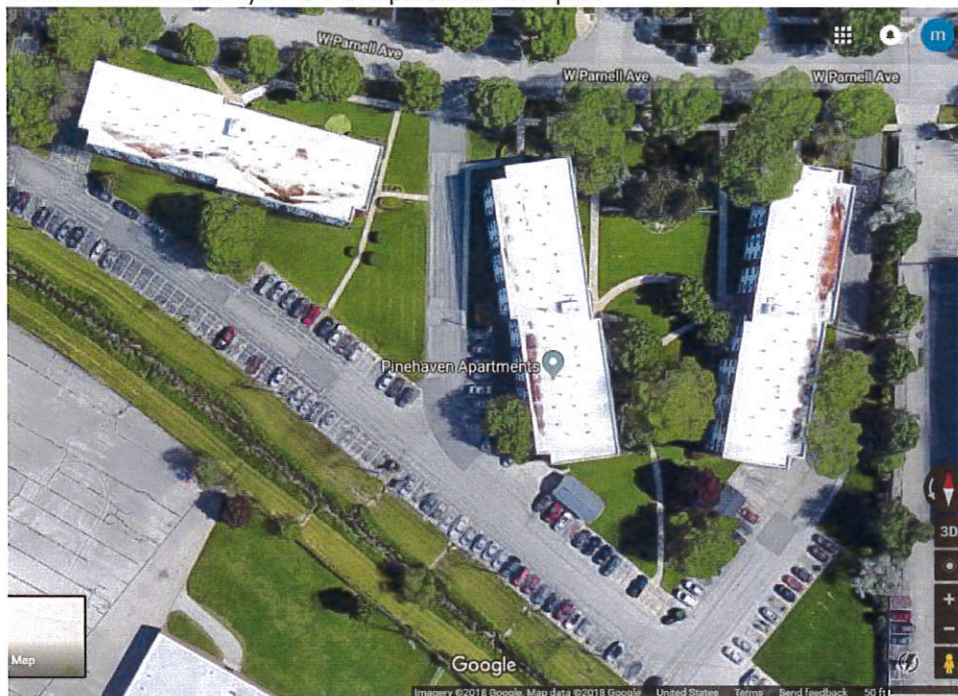
Pictures of Pinehaven Apartment Complex

Pictures relate to 2919 W. Parnell Avenue in Milwaukee, WI including Google Maps views

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My mother's apartment unit is in the middle apartment building immediately adjacent to the parking lot in back with a stairwell existing at that back door. Based on picture orientation, the unit is slightly below the Pinehaven Apartment label near the tree that is immediately adjacent to the back parking lot

III. View from about where vehicle was parked looking towards my mother's apartment unit (2nd floor window)



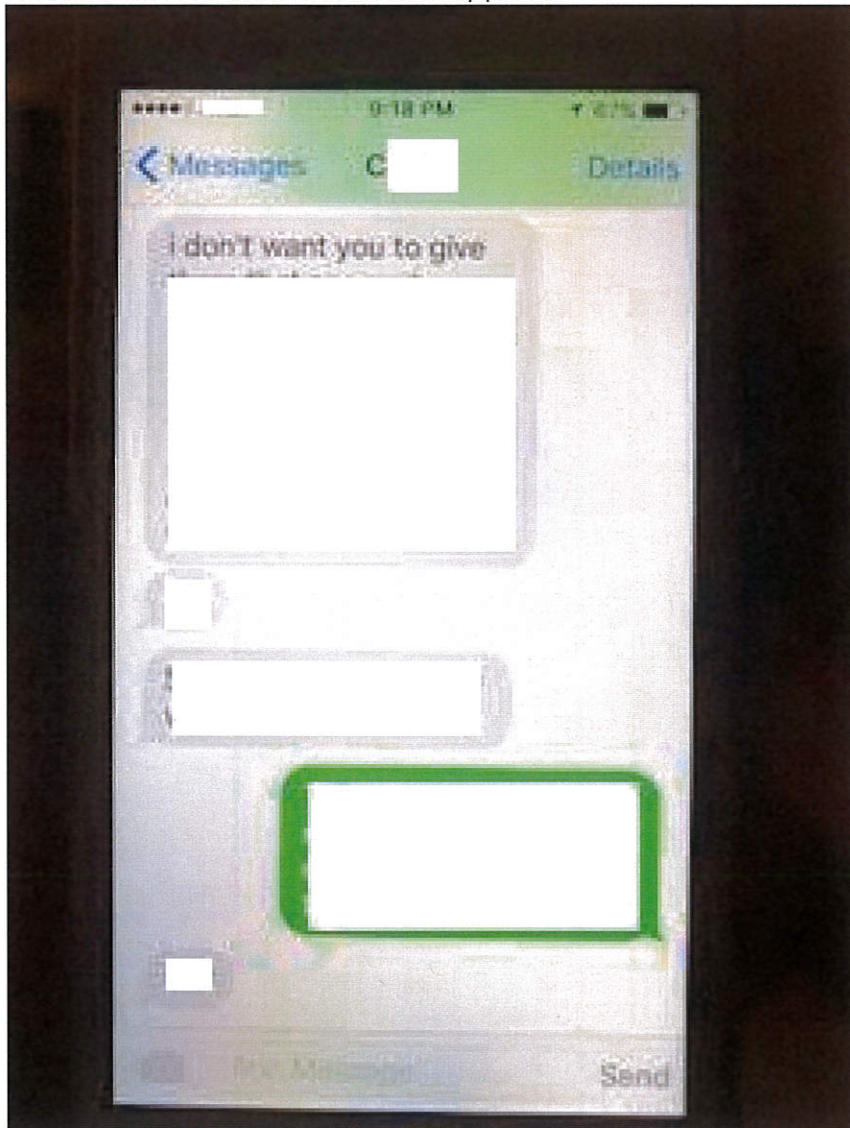
IV. View of southern/mid-to-eastern portion of parking lot



V: View from back door looking towards from where vehicle was towed (near dumpster)



Time Stamp from My Mother's Phone
Picture taken from inside vehicle with my phone:



Call Log - Cellular

Page A 1 of 25
 Account Number: [REDACTED]
 Bill Date: 02/21/18
 Invoice Number: [REDACTED]

Detail of Voice Usage Total Plans with No Hidden Fees 414-380- [REDACTED]

Line	Date	Time	Calls To	Number	Feature	Per-iod	Min	Airtime	Toll	Adtl	Amount
				Called				Charge	Charge	Charge	
43	01/27	09:16PM	MOBILE	414-552-4100	Mobile Forwarding		1	0.00			0.00
44	01/27	09:38PM	MOBILE	414-550-3781	Mobile Forwarding		1	0.00			0.00
45	01/27	09:37PM	WIRELESS	414-545-2151	Mobile Forwarding		3	0.00			0.00
46	01/27	09:40PM	WIRELESS	414-288-8350	Mobile Forwarding		3	0.00			0.00
47	01/27	09:53PM	WIRELESS	414-288-8350	Mobile Forwarding		5	0.00			0.00
48	01/27	09:57PM	WIRELESS	414-033-4444	Mobile Forwarding		2	0.00			0.00
49	01/27	09:59PM	WIRELESS	414-033-4444	Mobile Forwarding		7	0.00			0.00
50	01/27	10:19PM	WIRELESS	414-830-7233	Mobile Forwarding		10	0.00			0.00
51	01/27	10:49PM	MOBILE	414-650-3781	Mobile Forwarding		2	0.00			0.00
52	01/28	10:43AM	MOBILE	414-594-3116	Mobile Forwarding		3	0.00			0.00
53	01/28	12:57PM	MOBILE	414-594-3116	Mobile Forwarding		3	0.00			0.00
54	01/28	01:02PM	INCOMING	414-594-3116	Mobile Forwarding		1	0.00			0.00
55	01/28	01:16PM	MOBILE	414-594-3116	Mobile Forwarding		1	0.00			0.00

Page A 2 of 25
 Account Number: [REDACTED]
 Bill Date: 02/21/18
 Invoice Number: [REDACTED]

Detail of Voice Usage Total Plans with No Hidden Fees (Continued) 414-380- [REDACTED]

Line	Date	Time	Calls To	Number	Feature	Per-iod	Min	Airtime	Toll	Adtl	Amount
				Called				Charge	Charge	Charge	
57	02/02	10:17AM	WIRELESS	414-215-4703	Mobile Forwarding		9	0.00			0.00
58	02/02	10:26AM	WIRELESS	414-215-4703	Mobile Forwarding		3	0.00			0.00

MILWAUKEE POLICE DEPARTMENT LICENSING

CRIMINAL RECORD/ORDINANCE VIOLATION/INCIDENTS SYNOPSIS

DATE: 12/15/2017
LICENSE TYPE: RST
NEW:
RENEWAL:

No. 267416
Application Date: 12/14/2017

License Location: 960 W Armour Avenue
Business Name: Abyss Towing

Licensee/Applicant: Lopez, Anthony L
(Last Name, First Name, MI)

Date of Birth: 09/26/88

Home Address: 2214 S 60th Street
City: West Allis
Home Phone:

State: WI **Zip Code:** 53219

This report is written by Police Officer David NOVAK, assigned to the License Investigation Unit, Days.

The Milwaukee Police Department's investigation regarding this application revealed the following:

1. On 01/30/13, applicant was cited for Disorderly Conduct and Possession of Controlled Substance (THC) by West Allis Police Department.

Charge: Disorderly Conduct
Possession of Controlled Substance
Finding: Convicted on both
Sentence: Fined on both
Date: 01/30/13
Case: 12010252

2. On 02/21/15, applicant was cited for Vandalism at 4000 S 6th Street.

Charge: Vandalism
Finding: Not Guilty
Sentence:
Date:
Case: 15013059

3. On 10/24/15, applicant was cited for Possession of Marijuana at SB/032 Greenfield Avenue.

Charge: Possession of Marijuana
Finding: Dismissed
Sentence:
Date:
Case: 15057948

4. On 10/24/15, applicant was arrested for OWI in Milwaukee County. He was found guilty on 01/12/2017 and his license was revoked for 8 months.

=====
Items #2, 3 and 4 updated with disposition on 08/10/2017

5. On 03/10/2016 an officer received an aldermanic complaint requesting the officer investigate a tow that occurred on 03/08/2017 from the lot at 1247 S Cesar E. Chavez Dr. The complainant stated he was customer of US Cellular at 1247 S Cesar E. Chaves Dr and he parked in their parking lot. When he got out to his car he found it was missing. He located his car at Abyss Towing. He stated when he went to pick up his car he was charged \$310 and they refused give him a receipt. The investigation revealed that the complainant parked in the lot and went to other stores and only made a purchase at US Cellular after noticing his car was towed. The officer spoke with Abyss towing and found they were watching the lot and observed the subject park his car and go to other stores. They towed his car and only after towing did they call it in to the tow desk. The officer asked Abyss Towing why the tow cost \$310 and they stated because they needed to use special equipment to tow it. The officer advised them they could not charge the customer extra because of the use of special equipment. The applicant was issued 5 citations for violation of Towing-Non-Consensual Requirements.

Charge 1: Towing-Non-Consensual Requirements
2: Towing-Non-Consensual Requirements
3: Towing-Restrictions on Actions of Operator
4: Towing-Non-Consensual Requirements
5: Towing-Non-Consensual Requirements
Finding 1: Guilty
2: Dismissed
3: Guilty
4: Dismissed
5: Dismissed
Sentence 2: Fined \$ 2,052.00
3: Fined \$661.50
Date: 11/10/2016
Case 1: 16021348
2: 16021349
3: 16021350
4: 16021351
5: 16021352

6. On 09/23/2017 the applicant was cited in the City of Milwaukee at 4541 S 23rd St for 2 counts of Assault and Battery and Vandalism.

Charge 1: Assault and Battery
2: Assault and Battery
3: Vandalism
Finding 1: Dismissed
2: Dismissed
3: Dismissed
Date: 05/23/18
Case 1: 17062344
2: 17068224
3: 17068225

7. On 11/14/2017 an officer received a complaint from DPW regarding Abyss Towing. The officer interviewed the complainant, Derrick ROLLISON, who stated he had vehicle parked at 5921 N. 41st St and they were towed from the property by Abyss Towing. He stated he was advised by the manager of the property to remove the cars but Abyss showed up, posted sign and immediately started towing the cars. He stated he was never offered a drop fee for any of the cars. The officer then contacted the manager, Andrew GUIMANA, who stated ROLLOSON was advised he could not run a mechanics shop out of the property. He was warned several times and signs were place, (which were removed by unknown parties). GUIMANA was cited by the City of Milwaukee so he did hire Abyss Towing to remove the vehicles. Stephanie at Abyss stated they did offer the drop fee and in fact ROLLISON moved several cars because Abyss could not tow them all at once. The officer found the complaint against Abyss to be baseless.

=====
Item #6 updated on 10/12/18

8. On 05/31/18 at 10:45 am, Milwaukee Police were dispatched to 1200 N. Van Buren Street (Subway) for a parking complaint. The officer interviewed the complainant who stated that his vehicle was towed illegally from the parking lot because he had an agreement with the owner of the business that he could park his vehicle in that lot. He also told the officer that the signage, which was affixed by the towing company, was in violation of Wisconsin State Statute 319.04 and Milwaukee Ordinance 93-47-2-C. The Manager of the subway told the complainant that the subway was under new management, called Abyss Towing to try and get the vehicle returned, but the company refused. The officer measured the signs, found that they were in violation of Wisconsin State Statute/Milwaukee Ordinance, and took photographs of them for evidence. The officer went to Abyss Towing (960 W. Armour Avenue) and asked one of the owners if they could provide a written contract or agreement with the owner of the parking lot locate at 1200 N. Van Buren Street, but she was unable to. The owner only stated that she had an agreement with the manager of the business. After leaving a citation with the owner of Abyss Towing, the officer contacted the owner of the parking lot who stated that he did not give any towing company the permission to tow vehicles off of his parking lot. The owner also stated that he did not put the "No Parking" signs in the window of the establishment at the time the violation occurred.

Charge: Towing-Non-Consensual Requirements

Finding: Dismissed

Sentence:

Date: 10/01/18

Case: 18055502

Milwaukee Police Department

749 W. State Street Milwaukee, WI 53233

414-933-4444



Case #: 181520049

OtherEvent #: 18-LP-0059

Incident

1200 N VAN BUREN ST Milwaukee, WISCONSIN 53202

Incident Date/Time:: 05/18/2018 22:47:00
CAD Number:: 181511004
District:: 1

Business Agent (2)

LOPEZ, ANTHONY L

Person Involvement:: Agent
DOB:: 09/26/1988
Sex:: MALE
Race:: UNKNOWN
Phone 1 Number:: (414)-215-4703
Phone 1 Type:: Cell
Address:: 2574 S 60TH ST
City:: West Allis
State:: WISCONSIN
Zip Code:: 53219

1

Person Involvement:: Agent

Licensed Persons Involved (1)

LAMPONE, STEPHANIE M

Person Involvement:: Manager
DOB:: 12/08/1962
Sex:: FEMALE
Race:: WHITE
Phone 1 Number:: (414) 659-3781
Phone 1 Type:: Cell
Address:: 2574 S 60TH ST
City:: West Allis
State:: WISCONSIN
Zip Code:: 53219

Narrative (1)

INITIAL INVESTIGATION

Grabber, Peter J 010007

06/01/2018

This report is written by P.O. Peter J. GRABER, District 1.

On Thu., 05-31-2018, at 10:45 a.m., sq. 1191 (GRABER) was dispatched to 1200 N. Van Buren St. for a "Parking Trouble" complaint.

Milwaukee Police Department

749 W. State Street Milwaukee, WI 53233

414-933-4444



Case #:181520049

OtherEvent #: 18-LP-0059

Upon arrival I spoke to James A. BLACK (w/m 12-04-1967; 3046 S. 68th St.; Milwaukee WI 53219; 414-628-2944). BLACK related that on Fri., 05-18-2018, at approximately 10:15 p.m., he parked his auto (white 2014 Ford Transit Connect van; Wisconsin truck plate PA1289) in the Subway Restaurant lot at 1200 N. Van Buren St., having permission to do so from the Subway owner since 2017. BLACK related that his auto was towed by Abyss Towing at 10:47 p.m. of 05-18-2018. BLACK related that Abyss presented him with a towing charge in excess of \$300. BLACK related that the Subway manager known as "Katherine" informed him that Subway was under new ownership, which was unknown to him, and that she further contacted Abyss Towing instructing them to return BLACK'S auto with no charges due to the misunderstanding. BLACK related Abyss Towing refused to do so.

BLACK related that he researched Wisconsin State Statute 319.04, which states the bottom of No Parking signs must be 4 feet above the parking surface. BLACK related that he further researched City of Milwaukee Ordinance 93-47-2-C, which states a lot from which any motor vehicle is non-consensually towed shall be properly posted as provided in Wisconsin State Statute 319.04. BLACK related he did not see any No Parking sign in the window of Subway due to another auto being parked in front of the window, blocking the no parking sign which was posted below the required distance stipulated in Wisconsin State Statute 319.04. I checked the stated statute and ordinance myself and found BLACK'S information to be true.

I observed two No Parking signs from Abyss Towing in the windows of the Subway at 1200 N. Van Buren St., one located to the north of the entrance door and the other located to the south of the entrance door. I measured and took photos of the posted signs which were recorded as follows:

NORTH NO PARKING SIGN: approximately 21 inches from the parking surface to the bottom of the window, and approximately 18 inches from the bottom of the window to the top of the sign (approximately 39 inches from parking surface to top of the sign).

SOUTH NO PARKING SIGN: approximately 19.5 inches from the parking surface to the bottom of the window, and approximately 18.5 inches from the bottom of the window to the top of the sign (approximately 38 inches from the parking surface to the top of the sign).

At 1:30 p.m. of 05-31-2018 I arrived at Abyss Towing at 960 W. Armour Ave. and eventually met with Stephanie M. LAMPONE (w/f 12-08-1962), who related that all of Abyss Towing's signs were the same throughout the city and were legal size. I informed LAMPONE that I had no issue with the dimensions of the signs, and that I was going to cite Abyss Towing for towing an auto off a lot where their No Parking signs were not properly posted per Wisconsin State Statute. LAMPONE asked if I was aware that the complainant (BLACK) was a retired police officer, to which I related I did know this information and that it had no relevance regarding his complaint and my decision to issue a citation. I asked LAMPONE to provide me with a written contract or agreement between Abyss Towing and Subway, allowing Abyss to tow off the Subway lot at 1200 N. Van Buren St., to which LAMPONE did not provide me with anything, only relating that she had an agreement with "Katherine" from Subway.

A white male (approximately 50 years of age) and another white male (approximately 20 years of age) showed up next to LAMPONE, with the older male relating that the signs were posted at least 4 feet off

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the ground, while the younger male appeared to be video taping or photographing me with his cell phone. I informed all parties present that I measured the distance of the signs from the ground myself that same day, and took photos of the signs with a tape measure also.

After leaving a citation with LAMPONE (93-47-2-C Towing-Non Cons Req-Properly Posted), another younger white male (approximately 25 years of age) arrived by LAMPONE, relating that this was the case with the retired police officer contacting another police officer who is here harassing us. LAMPONE and the male both asked if this is how I treat all towing companies, to which I informed them that this is the first time I've ever encountered a complaint that involved the type of violation on the citation I issued. I provided LAMPONE with a copy of the Wisconsin State Statute 319.04 and City of Milwaukee Ordinance 93-47-2-C, and then left the scene.

On 05-31-2018 I spoke in person to Harry J. PANDEJEE (I/m 12-12-1984; 920-216-0983), who related he took over ownership of the Subway at 1200 N. Van Buren St. in February 2018, and has never had an agreement/contract with any towing company regarding the Subway property. PANDEJEE related the No Parking signs were in the windows of the restaurant since he purchased it, but had no knowledge that his manager "Katherine" made any agreement with Abyss Towing. PANDEJEE related at that time he had no problem with people parking on the Subway lot after hours of closing, and that he would contact a towing company if he has any parking issues in the future.

On 06-01-2018 I spoke to PANDEJEE via phone after observing that the south No Parking sign had been removed from the Subway restaurant window and placed on an exterior post in the lot. PANDEJEE related that he had spoken with Abyss Towing, and that he was going to sign a contractual agreement with them on Sunday, 06-03-2018,

Officer (1)

Reporting Officer:	Graber, Peter J (010007)	06/01/2018 11:54:00
Section: (Work Location):	11	
Approving Officer:	Bryce, James E (009029)	06/02/2018 14:07:35

permitted to present the applicant's own witnesses, subject to cross-examination.

e. Committee members may ask questions of witnesses.

f. The applicant shall be permitted a brief summary statement.

4. RECOMMENDATION. The recommendation of the committee regarding the applicant shall be based on evidence presented at the hearing. Probative evidence concerning whether or not the license should be granted may be presented on the following subjects:

a. Whether or not the applicant meets the municipal requirements.

b. The appropriateness of the location and premises where the licensed premises is to be located and whether use of the premises for the purposes or activities permitted by the license would tend to facilitate a public or private nuisance or create undesirable neighborhood problems such as disorderly patrons, unreasonably loud noise, litter, and excessive traffic and parking congestion. Probative evidence relating to these matters may be taken from the plan of operation submitted with the license application.

c. The fitness of the location of the premises to be maintained as the principal place of business, including but not limited to whether there is an overconcentration of businesses of the type for which the license is sought, whether the proposal is consistent with any pertinent neighborhood business or development plans, or proximity to areas where children are typically present.

d. The applicant's record in operating similarly licensed premises.

e. Whether or not the applicant has been charged with or convicted of any felony, misdemeanor, municipal offense or other offense, the circumstances of which substantially relate to the activity to be permitted by the license being applied for.

f. Any other factors which reasonably relate to the public health, safety and welfare.

5. FACTORS NOT CONSIDERED FOR RECOMMENDATION. The recommendations of the committee regarding the applicant shall not be based on evidence presented at the hearing related to the type or content of any music, or the actual or likely financial or non-financial effects on actual or potential competitors.

6. Committee Decision. The committee may make a recommendation immediately following the hearing or at a later

date. Written notice of the committee's decision will be provided if the decision is made at a later date or if the applicant was not present or represented. The committee shall forward its recommendation in writing to the common council for vote at the next meeting at which such matter will be considered.

7. DOCUMENT. If the common council grants the application for a license, the city clerk, or other city official or department authorized by the code to issue licenses, shall issue an appropriate document to the applicant confirming that fact. The document shall also contain any restrictions or conditions which the common council may place on approval.

85-3. Notice and Service. 1. NOTICE OF POSSIBLE NON-RENEWAL, SUSPENSION OR REVOCATION. a. Unless otherwise provided, the city clerk, or other city official or department authorized by the code to receive applications for licenses or permits, shall provide written notice of the possibility of non-renewal, or of suspension or revocation of a license or permit to the applicant addressed to the person or agent at the address most recently provided by the applicant.

b. Written notice of possible non-renewal, suspension or revocation shall include:

b-1. The date, time and place of a hearing to be held by the committee.

b-2. A statement of the common council's intent to revoke, suspend or not renew the license or permit if objections, charges or allegations are found to be true.

b-3. A statement of the specific reasons for revocation, suspension or non-renewal.

b-4. A statement that an opportunity will be provided to respond to and challenge the reasons for revocation, suspension or non-renewal, and to present witnesses under oath and to confront and cross-examine witnesses under oath.

b-5. A statement that the applicant may be represented by an attorney of the applicant's choice at the expense of the applicant.

b-6. A statement that, if the applicant requires the assistance of an interpreter, the applicant may employ an interpreter at the expense of the applicant.

b-7. A statement that, upon conclusion of a hearing before the committee, the committee will prepare a written report and recommendation to the common council, and shall provide a copy of the report and recommendation to the applicant.

85-4 License and Permit Procedures

2. SERVICE OF DOCUMENTS. Service of notices of meetings and service of other documents including committee reports and recommendations shall be made upon any party entitled to such notice and service by placing the same in the United States first class mail, postage prepaid.

3. OBJECTIONS. a. How Made. Notice of an objection to the renewal of a license or in support of suspension of a license or permit by an interested party shall not be included in the notice of hearing if the objection has not been received by the city clerk within 45 days of the expiration of the license. Failure to timely submit an objection shall not be a bar to testimony or other evidence that relates to any matter actually identified in the notice of hearing as a basis for nonrenewal or suspension. An objection shall include information that could form the basis of a license nonrenewal or suspension and may be transmitted in writing or by electronic means. Any city official, or the official's delegate, shall forward an objection from an interested party, or from a resident as provided in s. 90-1-19, to the city clerk. The information provided by an official or the official's delegate to the city clerk shall include the name of the objector, contact information for the objector, and information known to the objector that may form a basis for nonrenewal or suspension. The submission by a city official or the official's delegate of a written summary of the objection to the city clerk shall be treated in the same manner as other objections. The city clerk is authorized to establish forms for the purpose of assisting persons wishing to submit an objection.

b. Exception. If application for renewal is filed with the city clerk after the deadline for renewal application established by the city clerk and prior to the expiration of the license, an objection may be submitted in fewer than 45 days prior to the expiration of the license and may be considered at a regularly scheduled meeting of the licensing committee provided sufficient and timely notice is given.

85-4. Hearing Procedure; Non-Renewal, Suspension or Revocation. 1. AUTHORITY OF COMMITTEE. The committee shall conduct hearings with respect to the non-renewal, suspension or revocation of a license or permit pursuant to this section. The chair of the committee shall be the presiding officer.

1.5. MULTIPLE LICENSE TYPES. When the committee conducts a hearing relating to the possible denial, non-renewal, suspension

or revocation of a business type license and the licensee holds one or more other types of licenses or permits issued by the city clerk for the same premises, the committee shall also consider possible non-renewal, suspension or revocation of the other licenses or permits at the same hearing. Notice of possible denial, non-renewal, suspension or revocation of the non-alcohol beverage licenses or permits shall be provided in accordance with s. 85-3.

2. COMMITTEE HEARING PROCEDURE. a. The chair shall advise the applicant of the right to proceed to a due process hearing represented by counsel with all testimony, both direct and cross examination, under oath or that the applicant may simply make a statement to the committee.

b. The chair shall direct that oaths be administered and subpoenas issued upon request of any party.

c. The chair shall ensure that an orderly hearing is conducted in accordance with the requirements of this section. The chair shall open the hearing with a statement that a notice was sent to the applicant, and, if the applicant appears, shall further inquire whether the notice was received. Unless expressly provided elsewhere in this code, the chair shall advise the licensee and parties seeking nonrenewal, suspension or revocation of the license that each side will be limited to 30 minutes for testimony and oral argument. This time may be extended by the chair, subject to approval by the committee, if additional time is necessary for a full and fair presentation of the facts and arguments. When permitted by the chair, questioning by committee members and relevant responses shall not count against the time limitation. In the event that the applicant does not admit receipt of the notice and also denies knowledge of the contents of the notice, the chair shall ascertain whether the applicant wishes to immediately proceed to a full hearing or whether the applicant wishes the matter to be held to the call of the chair or to a time certain. The decision to proceed or to hold the matter shall be made by the committee.

d. The chair shall rule on objections to the admissibility of evidence. Any ruling of the chair shall be final unless appealed to the committee, and the committee shall reverse such ruling only upon the vote of a majority of its members.

3. RECORD. An electronic or stenographic record shall be made of all licensing proceedings before the licensing committee and the common council. An

License and Permit Procedures 85-4-4

electronic record shall audibly, accurately and completely reflect the testimony and statements made by participants in the proceedings. Recordings shall be maintained in a manner prescribed by the city clerk. An electronic record shall be made available for stenographic transcription or for transcription by other means at the expense of the person or party seeking the transcription of all or any portion of the record.

4. GROUNDS FOR NON-RENEWAL, SUSPENSION OR REVOCATION. The recommendations of the committee regarding the applicant shall be based on evidence presented at the hearing. Unless otherwise specified in the code, probative evidence concerning non-renewal, suspension or revocation may include evidence of:

a. Failure of the applicant to meet municipal qualifications.

b. Pending charges against or the conviction of any felony, misdemeanor, municipal offense or other offense, the circumstances of which substantially relate to the circumstances of the particular licensed or permitted activity, by the applicant or by any employe or other agent of the applicant.

c. If the activities of the applicant involve a licensed premises, whether the premises tends to facilitate a public or private nuisance or has been the source of congregations of persons which have resulted in any of the following:

- c-1. Disturbance of the peace.
- c-2. Illegal drug activity.
- c-3. Public drunkenness.
- c-4. Drinking in public.
- c-5. Harassment of passers-by.
- c-6. Gambling.
- c-7. Prostitution.
- c-8. Sale of stolen goods.
- c-9. Public urination.
- c-10. Theft.
- c-11. Assaults.
- c-12. Battery.
- c-13. Acts of vandalism including graffiti.
- c-14. Excessive littering.
- c-15. Loitering.
- c-16. Illegal parking.
- c-17. Loud noise at times when the licensed premise is open for business.
- c-18. Traffic violations.

- c-19. Curfew violations.
- c-20. Lewd conduct.
- c-21. Display of materials harmful to minors, pursuant to s. 106-9.6.
- c-22. Any other factor which reasonably relates to the public health, safety and welfare.
- c-23. Failure to comply with the approved plan of operation.

5. HEARING OFFICER. Where it is impractical for the committee to hold an evidentiary hearing, the committee may employ a hearing officer for the purposes of taking testimony and rendering recommended findings of fact and conclusions of law to the committee. When such hearing officer is employed, he or she shall prepare written findings of fact and conclusions of law which shall be simultaneously transmitted to the committee as well as to the applicant, the applicant's agent, manager, operator or any other employe of the applicant, and to the person bringing the complainant or objector. The chair of the committee shall schedule a hearing on the receipt of the report of the hearing officer in not more than 30 days from receipt of the report. Notice of the committee hearing on the report shall be given to all parties. The committee may take and reserve additional evidence at the time of said hearing. The committee may accept or reject the report of the hearing officer or make any changes to the report which are warranted by the circumstances, the evidence presented and any arguments of the parties who appeared before the hearing officer and the committee. The committee shall transmit its recommendation to the common council for action as provided in sub. 6.

6. COMMITTEE REPORT. The committee may make a report and recommendations immediately following the hearing or at a later date. The committee may recommend that the license or permit be renewed, not renewed, suspended or revoked. In addition, if the committee determines that circumstances warrant, the committee may recommend that the license or permit be renewed conditioned upon a suspension of the license or permit for a defined period of time. When the committee elects to recommend that a license or permit be renewed with a period of suspension, the license or permit may be suspended for a period of not less than 10 days and no more than 90 days.

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85-5. Council Action. 1. REPORT TO BE PROVIDED. Within 10 working days after it reaches a decision, the committee shall prepare and serve a report and recommendation upon the applicant and upon the complainant or objector, if any. The report and recommendations shall include specific findings of fact and conclusions of law made by the committee. A copy of the report shall be distributed to each member of the common council.

2. FILING WRITTEN STATEMENTS OR RESPONSES. Following a recommendation by the committee that the license or permit not be renewed, or that the license or permit be revoked or suspended, the applicant may submit a written statement including objections, exceptions and arguments of law and fact. When the proceedings have been commenced upon the complaint or objection of an interested party who has appeared and offered evidence, the complainant or objector may also submit a written statement in response. Written statements shall be filed with the city clerk before the close of business on a day that is at least 3 working days prior to the date set for hearing by the common council.

3. COPIES TO BE PROVIDED TO COMMON COUNCIL MEMBERS. A copy of any statement in response to the report and recommendations of the committee that is timely filed shall be provided to each member of the common council at least 24 hours before any vote on the question is scheduled before the common council.

4. PROCEDURE AT MEETING OF THE COMMON COUNCIL. a. At a meeting of the common council following the receipt of the report and recommendations of the committee, the common council shall consider the report and recommendations. The city clerk shall notify the applicant, and the complainant or objector, if any, by United States first class mail, postage prepaid, 5 working days prior to the hearing before the common council, and shall also notify the city attorney, that the council will convene to act upon the report and recommendations.

b. Each member of the common council shall be asked to affirm that he or she has read the report and recommendations of the committee. When a written statement has been timely filed by the applicant, or by a complainant or objector, each member of the common council shall be asked to affirm that he or she has read the statement. If members of the

council have not read the recommendation and report of the committee and any statement in response that has been timely filed, the chair shall allocate time for the members to do so.

c. Oral argument on behalf of the applicant, and oral argument by the complainant or objector, if any, shall be permitted only to those parties having timely filed a written statement. Oral argument shall be limited to 5 minutes. The city attorney shall also be permitted to make an oral presentation of not more than 5 minutes.

d. Applicants shall appear only in person or by counsel. Corporate applicants shall appear only by designated agents or counsel. Partnerships shall be represented only by a partner or counsel. Limited liability companies shall be represented only by designated agents or counsel. Complainants and objectors shall appear only in person or counsel. Any person making an appearance before the council who requires the services of an interpreter shall obtain one at his or her own expense.

e. The common council shall determine by a majority roll call vote of those in attendance and voting whether to adopt the recommendation of the committee. The city clerk shall provide written notice of the decision to the applicant, and to the complainant or objector, if any, including a written statement or summary of the reasons for the decision.

f. Unless otherwise expressly provided, the revocation of a license or permit shall be effective upon service of the notice of decision upon the applicant or upon any person having charge or control of a licensed premises. Suspension of a license or permit in proceedings for revocation shall be effective upon service of the notice of decision upon the applicant or upon any person having charge or control of a licensed premises. Suspension of a license or permit in proceedings for renewal shall be effective on the date the common council takes action to suspend the license or permit, or on the date of the expiration of the license or permit, whichever is later. A license or permit may be suspended for not less than 10 days and no longer than 90 days.

g. If a retail alcohol beverage license for a premises is suspended and the licensee also holds a public entertainment premises license for the premises, the public entertainment premises license shall be suspended for the same time period as the alcohol beverage license.

SUBCHAPTER 2
LICENSING

93-21. Licensing, General.

1. APPLICATION. Application for a license shall be filed with the city clerk on forms provided therefor and shall contain, in addition to the information specified in s. 85-12, the following information:

a. The number of recycling, salvaging and towing vehicles owned, operated or controlled by the applicant to be used in the conduct of recycling, salvaging or towing, including each vehicle's identification number, make, model, year, license plate number and, if applicable, towing weight capacity, U.S. DOT number or Wisconsin DOT operating authority.

b. Whether the applicant has the capability to provide information to the police department relative to the recordkeeping, reporting and other business regulations set forth in subch. 3.

c. Whether the applicant has ever had a license, permit or authority relating to the activities licensed in this chapter denied, not renewed, suspended or revoked, with a brief statement of the circumstances associated with this event, and the jurisdiction in which this event occurred.

d. For recycling, salvaging or towing premises, a completed plan of operation on a form provided by the city clerk. The plan of operation shall require each of the following:

d-1. The planned hours of operation of the premises.

d-2. What plans, if any, the applicant has to ensure the orderly appearance and operation of premises with respect to litter and noise, including plans the applicant has to ensure that all motor vehicles associated with the business will be stored on the licensed premises and that all maintenance and repair work related to these vehicles will be confined to the licensed premises and will not violate any code provisions relating to littering of the public right-of-way.

d-3. What plans, if any, the applicant has to provide security for the premise with respect to the theft of valuable metal and other articles of personal property.

d-4. Any other types of licenses or permits planned or currently held by the applicant or issued for the premises.

d-5. Any other types of business enterprises planned or currently conducted at the premises.

e. For recycling, salvaging or towing vehicles, what plans, if any, the applicant has to ensure that all vehicles owned, operated or controlled by the applicant, including all junk, motor vehicles, valuable metals or other materials attached to or located within these vehicles, will be stored in a secured lot or facility, and the exact location of this lot or facility.

2. FEE. a. Premises. Each application for a recycling, salvaging or towing premises license shall be accompanied by the fee specified in s. 81-102.6.

b. Vehicle. Each application for a recycling, salvaging or towing vehicle license shall be accompanied by the fee specified in s. 81-102.8.

3. FINGERPRINTING. All applicants shall be fingerprinted as provided in s. 85-21-1.

93-23. New License. 1. INVESTIGATION.

a. Every application for a new license shall be referred to the chief of police and the commissioner of neighborhood services, both of whom shall cause an investigation to be made and report their findings to the licensing committee in accordance with s. 85-21-2.

b. No license shall be granted to any applicant who is not of good professional character or who has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of being a recycling, salvaging or towing business.

2. HEARING. Each application for a new license shall be referred to the licensing committee for a hearing in accordance with s. 85-2.7.

93-25. Renewal, Nonrenewal, Revocation or Suspension. 1. RENEWAL; INVESTIGATION.

a. Application for the renewal of a recycling, salvaging or towing license shall be made to the city clerk. The clerk shall refer the application to the chief of police and the commissioner of neighborhood services for review.

b. If the chief of police and the commissioner of neighborhood services indicate that the applicant still meets the licensing qualifications, the application shall be referred to the common council for approval unless a written objection has been filed with the city clerk at least 45 days prior to the date on which the license expires.

93-27 Recycling, Salvaging and Towing Regulations

c. If the city clerk determines that there is cause to question the renewal of the license on the basis of one or more written complaints related to operation of the licensee during the current license period, or if the chief of police objects on the basis of police reports of incidents and activities on or related to the licensed premises or vehicle not previously considered by the licensing committee establishing cause to question whether renewal of the license may have an adverse impact on the health, safety and welfare of the public and the neighborhood, or if the applicant has been issued a warning letter or been subject to administrative sanctions by the Wisconsin department of agriculture, trade and consumer protection, the city clerk shall cause the application to be scheduled for hearing. A written objection shall meet the definition in s. 85-2-4 and shall comply with the requirements of s. 85-3-3.

2. SUSPENSION; REVOCATION.

Suspension or revocation proceedings may be initiated by the licensing committee upon its own motion, or upon sworn written charges made and filed with the city clerk by the chief of police or upon a sworn written complaint filed with the city clerk by any interested party.

3. HEARING. Any license issued under this chapter may be not renewed, suspended or revoked for cause by the common council after notice to the licensee and a hearing. If there is a possibility that the licensing committee will not recommend renewal of the license, or if suspension or revocation proceedings are initiated, the procedures for notice and committee hearing and for the committee report, recommendations and common council consideration provided in ss. 85-3 to 85-5 shall apply.

4. PROBATIVE EVIDENCE. The recommendation of the committee regarding the licensee shall be based on evidence presented at the hearing. Probative evidence concerning non-renewal, suspension or revocation may include evidence of:

a. Failure of the licensee to meet the statutory and municipal requirements.

b. Pending charges against or the conviction of a felony, misdemeanor, municipal offense or other offense, the circumstances of which substantially relate to the circumstances of the particular licensed activity, by the licensee, his or her employees, or subcontractors.

c. The licensee, or any employee or lessee of the licensee, having violated any of the regulations or prohibitions set forth in this chapter.

d. Whether the applicant has been issued a warning letter or been subject to administrative sanctions by the Wisconsin department of agriculture, trade and consumer protection.

e. Any other factors which reasonably relate to the public health, safety and welfare.

93-27. Additional Storage. The application for, and issuance of, a premises license shall be conducted in accordance with ss. 93-21 to 93-25, except that for an application for additional storage, the report to the licensing committee by the commissioner of neighborhood services shall include information related to the zoning district in which the principal place of business, or additional fixed place of storage, of the recycling, salvaging or towing business is to be located and shall be made within 14 days.

93-29. Changes to be Reported.

1. APPLICATION; PLAN OF OPERATION. See ss. 85-35 to 85-39 for provisions relating to changes to applications and plans of operation.

2. TRANSFER OF LICENSES; CHANGE OF NAMES. See s. 85-19 for provisions relating to the transfer of licenses and change of licensee names.

93-31. Change of Vehicle. A licensee may change the motor vehicles used in the conduct of the recycling, salvaging or towing business if the licensee files with the city clerk the information required on the form provided by the city clerk and pays the applicable fee specified in s. 81-102.8. Every motor vehicle involved in the recycling, salvaging or towing business as of October 9, 2015, shall comply with the sticker, signage and other applicable requirements of subch. 3.

93-33. Disqualification; Change of Circumstances. Whenever any application is denied, or license not renewed, revoked or surrendered, the procedures for disqualification for license and change of circumstances provided in ss. 85-13 and 85-15 shall apply.