

From:
 Optum
 P.O. Box 36220
 Louisville, Kentucky 40233-6220
Taxpayer ID : 27-0083277

Contact Information:
 Examiner: Gordie Daniel
 Phone: (763) 340-8404
 Fax: (800) 723-4869
 Email: gdaniel@optum.com
Event # : TPCS-9805607-14735332

**REQUEST FOR PAYMENT
 CASE STATEMENT FOR BUILDING
 Date of Loss: 9/3/2021**

**ATTENTION:
 AMOUNT IS SUBJECT TO CHANGE, PLEASE CONTACT OPTUM PRIOR TO SETTLEMENT.**

Statement sent to :					
MILWAUKEE CITY CLERK					
Your Claim # :			Instructions:		
Insured : Magi Investments Llc			<ul style="list-style-type: none"> Please include TPCS-9805607-14735332 on all payments and correspondence to expedite processing. 		
Policy # : 61640172					
Claimant : MAGI INVESTMENTS LLC					
Payment Date	Service Dates		Payee	Check Number	Payment
	Start Date	End Date			

Type : INDEMNITY PAYMENTS

11/02/2021			MAGI INVESTMENTS LLC	DIRECTDEPOS IT_EXT	\$6157.50
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Total Claims Paid for INDEMNITY PAYMENTS

\$6157.50

Total Claims Paid	\$6,157.50
Recovered to Date	(\$0.00)
Outstanding Amount	\$7,157.50

FootNote :

If an insured's deductible or out-of-pocket expenses are listed, we are requesting payment as a courtesy to our client's insured.

Client's Claim #: 300-0558217-2021

OFFICE OF CITY ATTORNEY
20 MAY '22 AM09:18

CITY OF MILWAUKEE
2022 MAY 19 A 11:39
CITY CLERK'S OFFICE

Jonathan, I would like to submit this claim to Auto-Owners Insurance under my policy. The circumstances are explained below and the pertinent documents are attached. Please let me know if you can assist and if you need anything else. Thank you.

Claude Krawczyk
Magi Investments, LLC
111 East Wisconsin Avenue # 1400
Milwaukee, WI 53202
414-688-4241
claude.krawczyk@wilaw.com

From: Claude J. Krawczyk
Sent: Monday, October 11, 2021 12:46 PM
To: aaron.lipski@milwaukee.gov; alipsk@milwaukee.gov
Subject: RE: 224 East Mason Street Elevator

Hey Aaron, I hope all is well for you and your family. It was good to see you a few weeks back at the memorial for Tom Kline. Thanks again for organizing that event. I was going to raise an issue with you at that time, but didn't feel it was the right time or place.

So I am writing now to raise a serious concern I have with an emergency call made by the fire department on September 3, 2021 to my building located at 224 East Mason Street. On that morning, one of my tenants was stuck in the passenger elevator so she pressed the call button and was connected to Johnson Controls, which monitors that line. Johnson Controls called me and left a message in my voicemail. I was in a meeting and had my ringer turned off. Because I did not answer that call, the fire department was then contacted.

Your crew responded very promptly, I am told by another tenant, who met them at the front door and let them into the building. However, instead of opening the Knox Box located just to the right of the elevator and using the keys inside (see attached photos), the firefighters pried open the door with some tools and/or equipment. The tenant trapped inside was freed, but the elevator has been inoperable since. The attached invoice from 9-3-21 from Braun Elevator indicates: *"Result: 9/3/2021 doors knocked off. bent door track. bent hangers possibly. need 48" door track, 2 hangers and rollers. car locked off."* I have a crew from Braun Elevator working today to make the repairs, which will cost \$6,679. See attached work order, which provides: *"Elevator door hanger needs to be replaced, the damaged was due forced entry. The Fire Department was called for an entrapment, on arrival they pried open the door instead of using elevator key in the Knox box."*

I will be submitting this expense and making a claim with my insurer. However, I wanted to make you aware of this. This was not a life and death emergency. The tenant who was stuck is about 30, she was in the elevator less than an hour and was not disabled, pregnant, in failing health or otherwise distressed. There was no reason for the MFD crew to have employed the extraordinary means that they used to open the elevator. In fact, I assume they could have opened the doors much faster by using the readily available keys in the adjacent Knox Box. I hope that better practices could be implemented by MFD in the future under similar circumstances. Thank you for your anticipated cooperation.

Claude Krawczyk
Magi Investments, LLC
111 East Wisconsin Avenue # 1400
Milwaukee, WI 53202

Braun T K Elevator
Americas Business Unit

Work Order.

BR-276-15639-R0

Date:	09/16/2021	Purchaser:	Magi Investments LLC
Location:	224 East Mason St. Building	Contact Name:	Claude Krawczyk
Address:	224 East Mason Street	Title:	
City:	Milwaukee, WI 53202	Company:	Magi Investments LLC
Contract #:	NC	Address:	111 East Wisconsin Avenue Suite 1400
Telephone:	(414)276-5000 Ext. 4730	City/ST/ZIP:	Milwaukee, WI 53202
Equipment ID:	Call 414-688-4241	Phone:	(414)276-5000
RWO Title:	C75639 Door hanger	Facsimile:	(414)276-6581

Purchaser authorizes Braun ThyssenKrupp Elevator Corporation to perform the following described work on the following elevator(s) in the above building:

Elevator door hanger needs to be replaced, the damaged was due forced entry. The Fire Department was called for an entrapment, on arrival they pried open the door instead of using elevator key in the Knox box.

Braun TK proposes to:

Provide and install new car door hanger assembly.

**Manufacture stated that this will be special made car door hanger assembly and it will have to go to engineering. Lead time will be giving when order is placed.*

Purchaser agrees to pay the sum of: Six Thousand Six Hundred Seventy-Nine (\$6,679.00) Dollars which includes all applicable taxes. Delivery and shipping is included. All work is to be performed during regular working days and hours, unless otherwise indicated herein. No permits or inspections by others are included in this work, unless otherwise indicated herein.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

Unless otherwise stated, you agree to pay as follows: 0% upon signed acceptance and 100% upon completion.

This Work Order is submitted for acceptance within 30 days from the date executed by Braun ThyssenKrupp Elevator Corporation.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized Braun ThyssenKrupp Elevator Corporation manager.

Braun T K Elevator

Braun ThyssenKrupp Elevator Work Order
RWO 03/10

Braun 
ThyssenKrupp Elevator

Page 1 of 3

CSU

Work Order.

<p>Braun ThyssenKrupp Elevator Corporation:</p> <p><small>Digitally signed by Bonnie Mueller DN: cn=Bonnie Mueller, o=BraunTK Director, email=bonnie.mueller@brauntk.com, c=US Date: 2021.09.23 09:28:43 -0500</small></p> <p>By: <u>Bonnie Mueller</u> (Signature of Braun ThyssenKrupp Elevator Representative)</p> <p>Bonnie Mueller Account Manager</p> <p>Return Address: N56 W13535 Silver Spring Drive Menomonee Falls, WI 53051 Tele: (262)703-0500 Fax: (262)703-4051</p> <p><u>09/16/2021</u> (Date Submitted)</p>	<p>Magi Investments LLC</p> <p>By: <u>[Signature]</u> (Signature of Authorized Individual)</p> <p><u>Claude J. Krawczyk</u> (Print or Type Name)</p> <p><u>Manager</u> (Print or Type Title)</p> <p><u>9/23/21</u> (Date of Approval)</p>	<p>Braun ThyssenKrupp Elevator Corporation Approval:</p> <p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>
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Terms and Conditions.

Braun ThyssenKrupp Elevator Corporation assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that Braun ThyssenKrupp Elevator Corporation does not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

Braun ThyssenKrupp Elevator Corporation has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that Braun ThyssenKrupp Elevator Corporation's personnel shall be given a safe place in which to work and Braun ThyssenKrupp Elevator Corporation reserves the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of Braun ThyssenKrupp Elevator Corporation or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold Braun ThyssenKrupp Elevator Corporation harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to Braun ThyssenKrupp Elevator Corporation under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

In consideration of Braun ThyssenKrupp Elevator Corporation performing the services herein specified, Purchaser expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit Braun ThyssenKrupp Elevator Corporation, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against Braun ThyssenKrupp Elevator Corporation, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of Braun ThyssenKrupp Elevator Corporation and/or its employees. Purchaser recognizes that its obligation to Braun ThyssenKrupp Elevator Corporation under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

~~Insurance. Purchaser expressly agrees to name Braun ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure Braun ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for these claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of Braun ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.~~

Braun ThyssenKrupp Elevator Corporation shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall

By: CSU Magi Investments LLC
(Initial by Authorized Individual)
BR-276-15639-RO

CSU

Work Order.

Page 3 of 3

Braun ThyssenKrupp Elevator Corporation be liable for any consequential, special, or indirect damages. Braun ThyssenKrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order and Purchaser expressly agrees to release and discharge Braun ThyssenKrupp Elevator Corporation from any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order.

Should loss of or damage to Braun ThyssenKrupp Elevator Corporation's material, tools or work occur at the erection site, Purchaser shall compensate Braun ThyssenKrupp Elevator Corporation therefore, unless such loss or damage results from our own acts or omissions.

Purchaser agrees that all existing equipment removed by Braun ThyssenKrupp Elevator Corporation shall become the exclusive property of Braun ThyssenKrupp Elevator Corporation.

Braun ThyssenKrupp Elevator Corporation retains title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, Braun ThyssenKrupp Elevator Corporation may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at Braun ThyssenKrupp Elevator Corporation's request, Purchaser agrees to join with Braun ThyssenKrupp Elevator Corporation in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to purchaser only upon written request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the Work Order price set forth in this agreement.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

Purchaser shall bear all cost(s) for any reinspection of Braun ThyssenKrupp Elevator Corporation's work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of Braun ThyssenKrupp Elevator Corporation.

The price of this work described above does not include applicable sales and/or use taxes or fees for necessary permits and/or licenses unless specifically provided for elsewhere in this Work Order. Even in the event that any of those items have been specifically included elsewhere in this Work Order, Purchaser agrees to pay Braun ThyssenKrupp Elevator Corporation, as an extra, for any change in the amount and/or cost of those items as required by any applicable statute, law, or governmental act enacted or modified after the date that Braun ThyssenKrupp Elevator Corporation first submitted this Work Order to Purchaser.

A service charge of 1 1/2% per month, or the highest legal rate, whichever is more, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

Purchaser hereby waives trial by jury. Purchaser agrees that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. Purchaser consents to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

The rights of Braun ThyssenKrupp Elevator Corporation under this agreement shall be cumulative and the failure on the part of the Braun ThyssenKrupp Elevator Corporation to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by Braun ThyssenKrupp Elevator Corporation in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between the parties.

Throughout all work, Braun ThyssenKrupp Elevator Corporation shall maintain comprehensive general liability insurance covering any act or omission of contractor or any employee or agent of Braun ThyssenKrupp Elevator Corporation in the performance of its obligations under this Agreement, in an amount not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate, including bodily injury and property damage. Braun ThyssenKrupp Elevator Corporation shall further carry worker's compensation insurance as required by law. Braun ThyssenKrupp Elevator Corporation shall name Claude and Susan Krawczyk and Magi Investments, LLC as additional insureds on such policy of insurance during the work and shall provide them with a certificate evidencing such insurance prior to the beginning work. *CSK*

BTK - WO 03/10

By: *CSK* Magi Investments LLC
(Initial by Authorized Individual)
BR-276-15639-RO

Braun TK Elevator
 2829 Royal Avenue
 Madison, WI 53713
 (608) 221-4400

INVOICE

Invoice #
20820

Bill To: MAGI INVESTMENTS LLC
 ATTN: CLAUDE KRAWCZYK
 111 E WISCONSIN AVE STE 1400
 MILWAUKEE, WI 53202

Account: 224 E MASON STREET
 224 E MASON STREET
 MILWAUKEE, WI 53202

Date	Sep 15, 2021	Inv #	20820	Terms	Upon Receipt	PO #		Job #	4001
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Quantity	Description	Measure	Price	Amount
1.50	T&M Service - Milwaukee	Each	319.00	\$478.50
To pay this invoice by EFT /ACH please use the banking information below: Bank Name: Johnson Financial Group Acct Name: Braun TK Elevator Account #: 1000988414 ABA/Routing #: 075911852 Please email remittance information to cwills@braun-corp.com				
Scope of Work: Elev not resp from previous entrapment. Claude 414-688-4241 Result: 9/3/2021 doors knocked off. bent door track. bent hangers possibly. need 48" door track, 2 hangers and rollers. car locked off . Work performed by CLOWER			Sub-Total	\$478.50
			Sales Tax	\$0.00
			TOTAL	\$478.50
			Payments/ Credits	\$478.50
			Balance Due	\$0.00

PLEASE DETACH THIS PORTION AND RETURN WITH PAYMENT



Braun TK Elevator
 2829 Royal Avenue
 Madison, WI 53713

Account # 224 E MASON ST
 224 E MASON STREET

Invoice # 20820

Amount

Paid \$

Braun TK Elevator
 2829 Royal Avenue
 Madison, WI 53713
 (608) 221-4400

INVOICE

Invoice #
21789

Bill To: MAGI INVESTMENTS LLC
 ATTN: CLAUDE KRAWCZYK
 111 E WISCONSIN AVE STE 1400
 MILWAUKEE, WI 53202

Account: 224 E MASON STREET
 224 E MASON STREET
 MILWAUKEE, WI 53202

Date	Oct 12, 2021	Inv #	21789	Terms	Upon Receipt	PO #	C75639	Job #	4061
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Quantity	Description	Measure	Price	Amount
1.00	CAR DOOR HANGER ASSEMBLY Total Contract: \$6,679.00 Billed To Date: \$0.00 Billed Today: \$6,679.00 Stored: \$0.00 Total Billed: \$6,679.00 Remaining: \$0.00	WIP	6,679.00	\$6,679.00

To pay this invoice by EFT/ACH please use the banking information below:
 Bank Name: Johnson Financial Group
 Acct Name: Braun TK Elevator
 Account #: 1000988414
 ABA/Routing #: 075911852

Please email remittance information to cwills@braun-corp.com

Sub-Total	\$6,679.00
Sales Tax	\$0.00
TOTAL	\$6,679.00
Payments/ Credits	\$0.00
Balance Due	\$6,679.00

MAGI INVESTMENTS LLC 09-10 12-1/750 1343
 111 E WISCONSIN AVE., STE. 1400
 MILWAUKEE, WI 53202-4807

DATE 10/21/21

PAY TO THE ORDER OF Braun TK Elevator \$6,679.00
 Six Thousand Six Hundred Seventy Nine and 00/100 DOLLARS

CHASE
 JPMorgan Chase Bank, N.A.
 www.Chase.com

MEMO Invoice # 21789

⑆075000019⑆ 91103108611343

Clayton

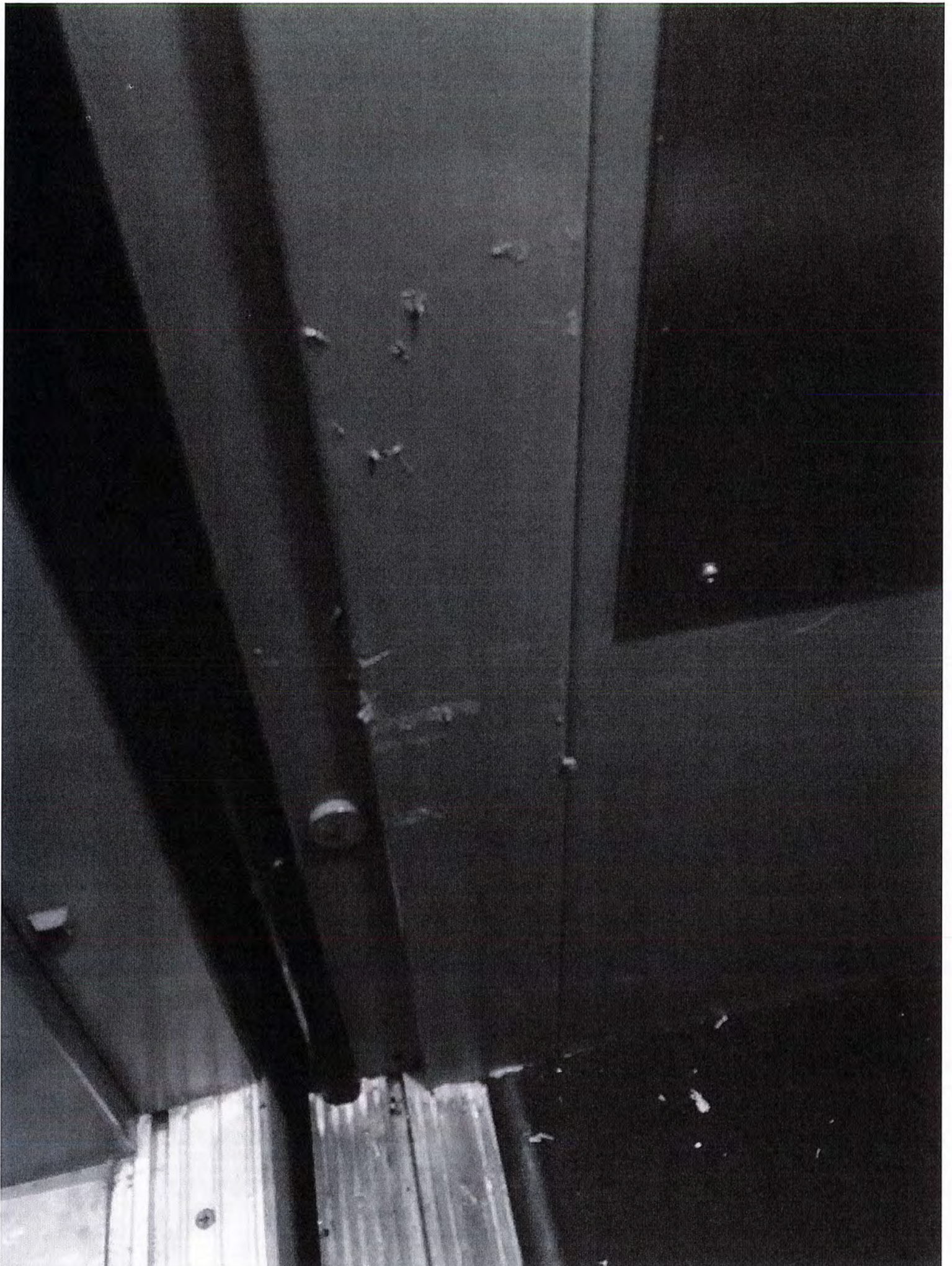
Rev 08/30/2021

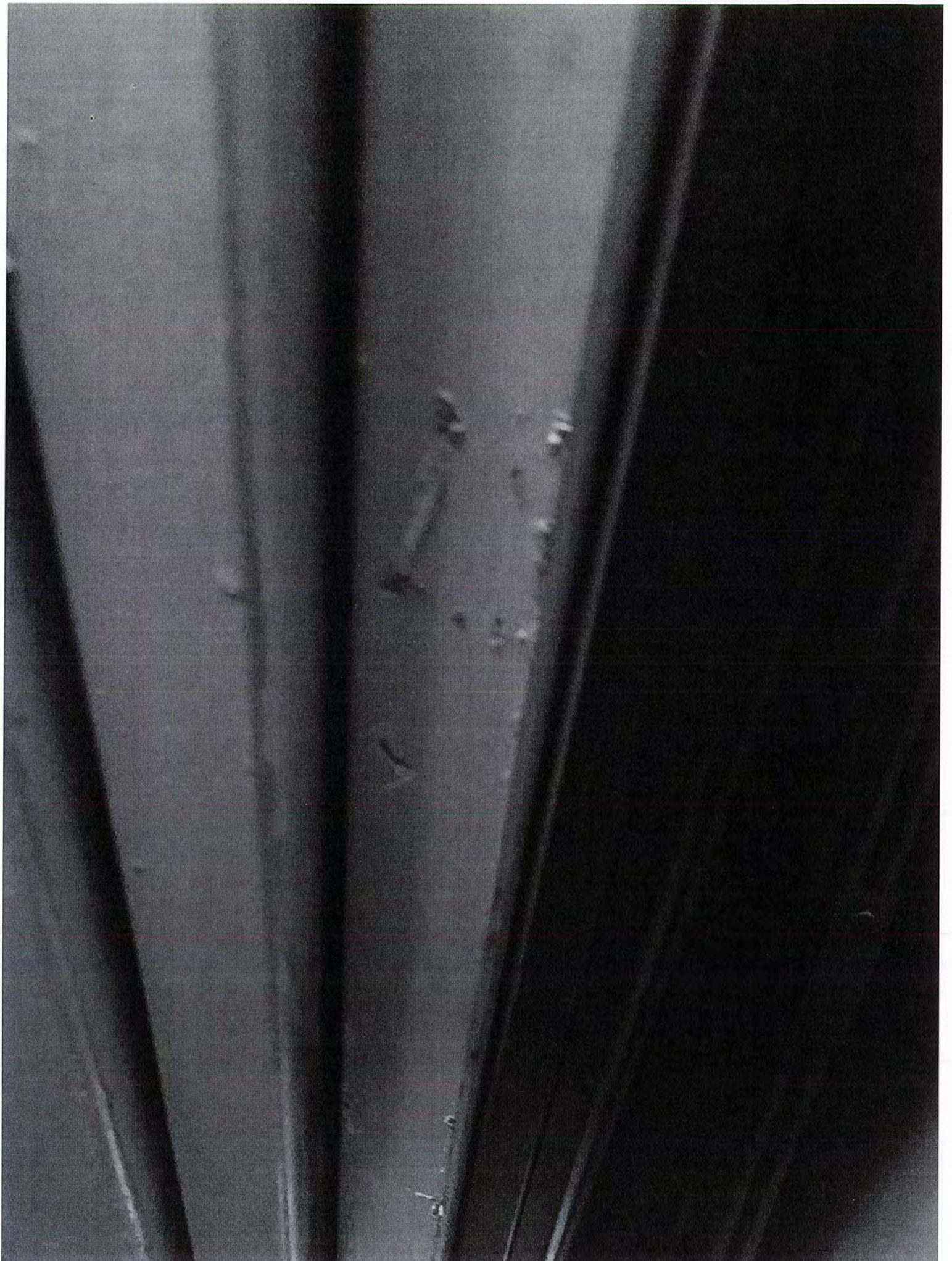
4 E MASON ST
 4 E MASON STREET
 789

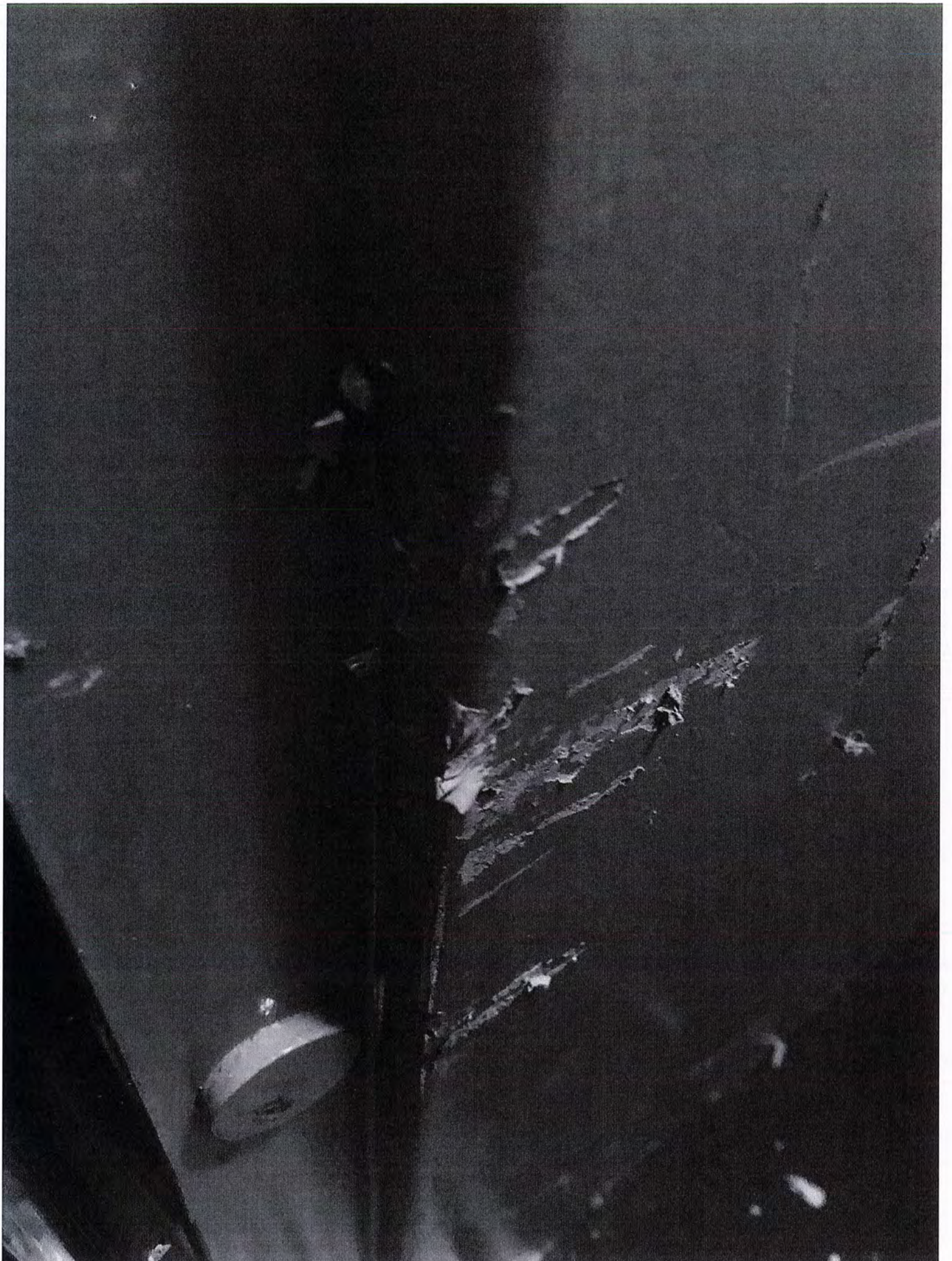
Braun TK Elevator
 2829 Royal Avenue
 Madison, WI 53713

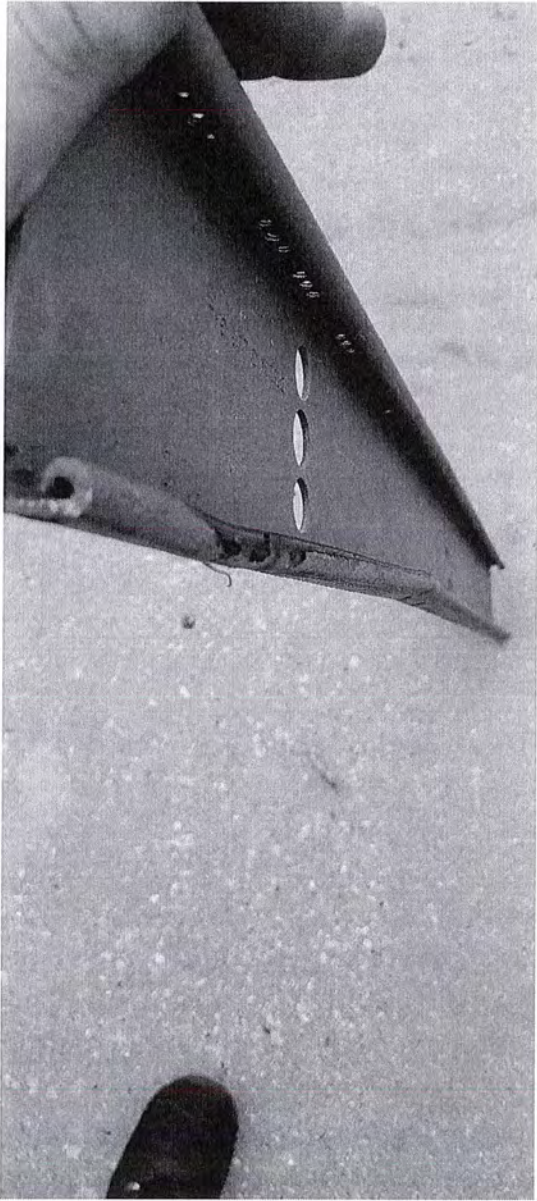
Amount \$ 6,679.00

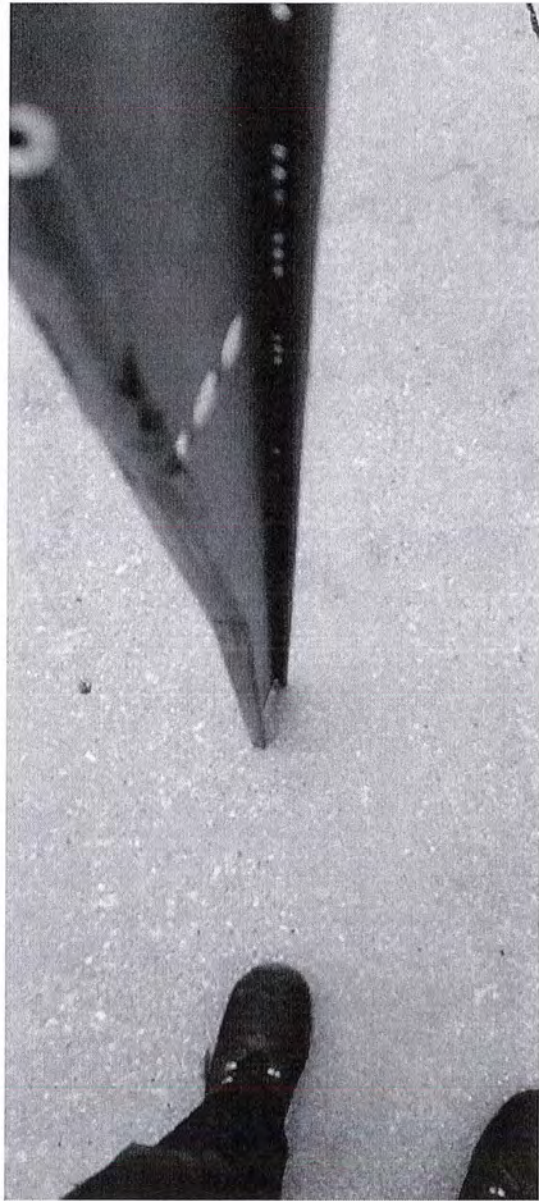
Paid \$















This device is used by elevator emergency personnel

