

Milwaukee City Clerk
200 East Wells St. Rm 205
Milwaukee WI 53202

CITY OF MILWAUKEE

2004 FEB 12 AM 11:46

RONALD L. LEONARDI
CITY CLERK

Grant F. Langley
City Attorney

February 9, 2004

Dear Mr. Langley:

As I am sure you must imagine our surprise to find out after nearly 4 months, a letter sent to our daughter, rejecting her claim No. 03-S-416, for damages to her 1999 Pontiac Grand Am.

We are very disappointed and feel that we have dealt with this in the appropriate manner. Kimberly was not disputing the fact that her car should have been moved in order for the street cleaner to do their job, she knows that she should have moved the car the evening before, but has been paying for a parking permit to park in front of her apartment as there are limited spaces elsewhere. And technically her car was not illegally parked. She is not disputing the fact that she should have made other parking arrangements, she even understood that she had to pay the fine and the impound fee. What she and we (her parents) are disputing is the fact that, even though she may have been in the wrong by not moving her car in a timely manner, the City of Milwaukee and their towing company have no right to damage a vehicle in the process of towing. Regarding the so called PT-27 form which you stated was filled out at the time of the towing, stating there was already damage to the vehicle is **FALSE**. There may have already been small scratches to this vehicle as there usually are to most vehicles, but we can assure you there were no dents to the hood of this car or large scratches on the sides. This was done by the towing company either while picking up the vehicle or dropping it off at the impound. It doesn't matter if they used flatbed trucks or tow trucks, the damage was done by them. They **are** responsible for the damage.

Kimberly called us as soon as all of this had transpired and informed us of what was said by her to the towing company and their reply. They took photo's of the damage and filled out a form while she was there and told her whom to contact regarding this. At that time there was no mention of the PT-27 form supposedly filled out at the time of the towing. We know they were aware that they did the damage, especially when it took them 20 minutes to locate her car at the impound. Someone was stalling.

We contacted our insurance agent when this happened and have kept him apprised of the

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situation. Kimberly was in contact with Steven Carini several times and has dates to prove this. At no time was there mention by him that this damage was pre-existing or that he even thought that. Mr. Carini told Kimberly each time she called him, he was waiting for the towing company to send him the necessary report, and this took them nearly 4 months to send this and for you to come to this conclusion. Something is definitely wrong here.

Because we had confidence in Kimberly and her ability to handle situations on her own, we didn't get ourselves involved, but now we are stepping in. Kimberly is a very responsible and honest young lady and we will not allow anyone to discredit her.

As for the time frame of appealing this within 21 days of the date of the letter sent to Kimberly, I would hope that you will extend it at least a week longer, since the letter was dated January 29 and received in the mail at Kimberly's apartment on February 7. Nine days is quite a delay in delivery service within the same city.

We are anticipating your response in this matter as soon as possible. We will be forwarding a copy of this letter along with all other pertinent information regarding this claim to our insurance agent and our lawyer.

Thank you

James & Debra Diedrich
125 Daniel Ct.
Combined Locks WI 54113
(920)687-9785

CITY OF MILWAUKEE

October 19, 2003

2003 OCT 22 PM 1:43

To whom it may concern:

RONALD L. LEONARDI
CITY CLERK

I am writing in regard to some damage that was done to my car while at the Milwaukee Tow Lot on Friday October 17, 2003. My 1999 Pontiac Grand AM was towed on Friday, due to the fact that I was parked on the wrong side of the street. Every third Friday of the month the city does a street sweep. The signs that are posted should really be redesigned so that they are more visible or maybe the city should take into consideration that the majority of the cars that were towed were college students, many of which were not aware of the signs. I didn't think anything of it because of the month before; I realized that they never towed my car. I don't see how they can enforce a sign one month and not the next.

I pay for my parking permits for both day and night parking. I should have some say in how they treat this situation. The signs state that vehicles must be moved on every third Friday of the month. The signs need to be more specific if the City of Milwaukee is going to take such actions when they feel like it. It is not like I am parking for free. I pay my monthly share for my designated parking place. I feel that there should be a warning ticket before they are allowed to tow a vehicle. For me to find an alternative place to park that is in walking distance of my apartment is a hassle. The other side of the street is full so that would not be an option. These are some things that really need to be taken into consideration.

I went to pick up my car at the tow lot, where I not only sat and waited a half hour to be helped, but was also treated very rudely. I paid the \$95 to get my car. The man that was supposed to get my car came out and "jokingly" said that my car wasn't there and then walked away. About 20 minutes or more later, the man drove my car out to me. As he got closer I noticed a good size dent in the hood of my car and front bumper. There were also scratches found on the front right passenger side of the car and underneath the front bumper. It was later looked over by my father, who found more damage done to the door of the car. It has chips of paint missing.

I realize and take full responsibility for my car getting towed but at the same time, if the towing company is going to touch property that doesn't belong to them then they should treat it with respect or don't touch it at all. There is no reason what so ever that my car should have even the slightest scratch on it. If this is the way the company works then maybe its time for some new employees who know what they are doing.

So after the Milwaukee Towing company took pictures of the damages, I had already been there for over an hour. I had to miss an entire day of work, putting me out how ever much money I would have made, setting my employer back due to the fact that I wasn't there and work couldn't get done. And I had to also ask a friend to miss classes to take me to get my car. To me this whole towing incident will have cost the company more money then they would have made.

I plan to charge the Milwaukee Towing company for all damages that need to be fixed along with a rental car if needed. If the Milwaukee Towing Company refuses to pay for the damages, then I will expect the city of Milwaukee to cover all costs.

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CITY OF MILWAUKEE
RONALD L. LEONARDI

I expect an immediate response as to how this situation will be handled due to the fact that I need the response before I can further the process of my car getting fixed. I can be contacted at (920)-475-4810 or write to

Kimberly Diedrich
3450 N. Newhall St.
Milwaukee, WI. 53211

Thanks for your time,

A handwritten signature in cursive script that reads "Kimberly A. Diedrich". The signature is written in black ink and is positioned above the printed name.

Kimberly Diedrich