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October 11, 2010

To the Honorable Common Council  
Of the City of Milwaukee  
Room 205 – City Hall

Re: Resolution Relating to the Claim of Beltway Capital Management, LLC  
C.I. File No. 10-L-74

Dear Council Members:

We return the enclosed document which has been filed with the City Clerk and ask that it be introduced and referred to the Committee on Judiciary & Legislation with the following recommendation.

Claimant, Beltway Capital Management, LLC, by its attorney, Gray & Associates, LLP, Attorney William N. Foshag, 16345 West Glendale Drive, New Berlin, WI 53151-2841, allege that on/about April 15, 2010 the City of Milwaukee Department of Neighborhood Services (DNS) breached its agreement with claimant when it razed the property located at 2355-2357 North 45<sup>th</sup> Street, Milwaukee, WI. They claim damages in the amount of \$42,500.00.

Our investigation reveals that on July 23, 2009 the DNS agreed in writing to stay enforcement of a raze order on the property for 90 days to allow the owner to negotiate a restoration agreement. DNS accepted a \$7,500.00 escrow payment in exchange for the 90-day stay. The owner then failed to take further action. Thus, the property was razed approximately 8 months after the lapsing of the agreement. While the claimant contends that he was in constant subsequent contact with DNS, that contact was merely typical of what would be expected with any vacant property and in no way can be described as granting any further forbearance beyond the 90-day stay.

DNS also exhausted all of the legal requirements as outlined in Wis. Stats., § 66.0143. Since the DNS followed proper procedures in this matter, the City cannot accept liability and we recommend denial of this claim.

To the Honorable Common Council  
Of the City of Milwaukee  
October 11, 2010  
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Very truly yours,

GRANT F. LANGLEY  
City Attorney

JAN A. SMOKOWICZ  
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Enclosure  
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