

August 5, 2011

Milwaukee City Clerk
200 East Wells Street Room 205
Milwaukee, Wisconsin 53202
Claim No.: 11-S-76

CITY OF MILWAUKEE

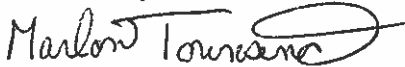
11 AUG -8 PM 3:48

RONALD D. LEONHARDT
CITY CLERK

To Whom It May Concern:

My name is Marlon L Townsend I am writing this letter as an appeal to the City's decision to deny my claim of the damage done to my 2011 Dodge Nitro when it was towed by the City of Milwaukee. The City's decision states that there were already scratches and dents all over my vehicle, which is completely false. I purchased my vehicle in November of 2010, brand new; it was towed in February of 2011 and there was no scratches or dents and still is none to this day. I have attached pictures of my vehicle today as proof that the only damage to my vehicle is the front end damage in which my claim is for. In addition I have attached a copy of the letter of denial for my claim highlighting the false statements. Finally I have attached proof of when I purchased my vehicle. As a result of this appeal I am still seeking to the amount in which previously stated of \$899.87. A prompt response is greatly appreciated.

Yours truly,



Marlon Townsend
414.881.3079

CITY OF MILWAUKEE
RECEIVED
2011 AUG -9 PM 1:24
OFFICE OF THE
CITY ATTORNEY



DODGE
4.0L
GREEN 1100

107-5AK
America's Outdoors
12.9

NITRO









[Prepaid Finance Charge Not Included]

MOTOR VEHICLE CONSUMER SIMPLE INTEREST INSTALLMENT SALE AND SECURITY AGREEMENT

Boxes Checked Are Applicable. Boxes Not Checked Are Inapplicable.

CONSUMER 4313 (6/28/08) Wisconsin Bankers Association 2008

1. CREDIT SALE AGREEMENT

57890966

Goods Sold and Credit Request. I purchased from the undersigned seller ("Seller") at the price and on the terms of a separate purchase agreement the following goods, and I acknowledge receipt of them, in satisfactory condition. I request that the sale be financed on the terms of this Agreement and agree that all terms and conditions of the purchase agreement, other than financial terms and conditions, survive the execution of this Agreement. I agree to pay to Seller the Amount Financed shown on line 2(g), plus interest, according to the Payment Schedule shown below. This Agreement bears interest at the rate of 11.9000% per year on the unpaid balance until the scheduled date of the final installment and after that date at the default rate of 11.9000% per year until paid. I agree to pay the Late Charge shown below. I also agree to pay a charge of \$ 15.00, as permitted under §422.202(1)(d), Wis. Stats., for each check presented for payment under this Agreement which is returned unsatisfied. Payments shall be applied (to the extent not prohibited by the Wisconsin Consumer Act) in such order as Seller elects to charges and amounts due under this Agreement. Amounts disclosed in Sections 2 and 3 are computed on the assumption that all installments will be paid when due.

Table with columns: NEW OR USED, YEAR, NO. CYL, MAKE-TRADE NAME, BODY STYLE (IF TRUCK, TONS CAPACITY), MODEL, SERIAL NUMBER OR IDENTIFICATION NUMBER. Values: NEW, 2011, DODGE, UT, NITRO, 104PU4GX1BW501589

If applicable, titled or to be titled in name of MARLON L TOWNSEND

2. ITEMIZATION OF AMOUNT FINANCED AND OTHER CHARGES

Table with rows (a) through (f) detailing cash price, trade-in, and other charges. Total amount financed is 25111.81.

Wells Fargo Dealer Services has been assigned your contract and will be financing your vehicle. This is a copy of the retail installment sales contract for your reference.

Table detailing insurance and other costs. Includes rows for public officials, property insurance, liability insurance, credit life insurance, and credit accident and sickness insurance. Total amount paid to others which is being financed is 1536.81.

3. TRUTH IN LENDING DISCLOSURES

Table with columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed, Total of Payments, Total Sale Price. Values: 11.9000%, \$ 10314.35, \$ 25111.81, \$ 35426.16, \$ 37526.16

4. SECURITY AGREEMENT

I grant to Seller a security interest in the goods described above, and all accessions to and proceeds of such goods ("Collateral"). The Collateral secures performance of all my obligations in this Agreement and all extensions, modifications and renewals of them ("Obligations").

5. COVENANTS

- (a) Ownership and Purpose. Acting alone, I may grant a security interest in the Collateral. The Obligations under this Agreement are incurred and the Collateral is acquired primarily for personal, family or household purposes.
(b) Title. Vehicle will be [X] titled in Wisconsin [] titled in [] not titled.
(c) Location. The Collateral will be kept at the address below Section 7, or if not, at: []

Such location shall not be changed without providing at least 30 days prior written notice of the change to Seller, but I intend that the Collateral, wherever located, is covered by this Agreement.

- (d) Marital Information. For Wisconsin resident only: I am [] married [X] unmarried [] legally separated. If I am married and my spouse is not signing below the name of my spouse is [N/A] and my spouse resides at [] the address shown below Section 7 or at []
(e) Marital Purpose. If I am a married Wisconsin resident, the obligation evidenced by this Agreement is being incurred in the interest of my marriage or family.

[X] CUSTOMER

- (f) Name and Address. My legal name is as set forth below Section 7. The address of my principal residence is as set forth below Section 7. I will not change my legal name or address without providing at least 30 days prior written notice of the change to Seller.
(g) Additional Covenants. I shall observe and comply with the Additional Provisions on the reverse side and shall not permit an event of default to occur.

6. INSURANCE

- (a) CREDIT LIFE AND CREDIT ACCIDENT AND SICKNESS INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS I SIGN AND AGREE TO PAY THE ADDITIONAL COST. I want the insurance at the cost(s) shown below for the term of the Agreement (or [] months, whichever is less) subject to terms and conditions of separate policy or certificate of insurance.
(c) I MAY OBTAIN PROPERTY AND LIABILITY INSURANCE FROM ANYONE I WANT THAT IS REASONABLY ACCEPTABLE TO SELLER. If I get the insurance from Seller [N/A] will pay \$ [N/A] for estimated term of [N/A] months.

Table with 2 columns: Insurance Type and Status. Rows include Credit Life Insurance, Credit Accident & Sickness Insurance, and Joint Insured status.

- (d) WARNING: Unless an amount appears on line (f)(3) of Section 2, insurance coverage hereunder is not public liability insurance and does not protect the driver of the vehicle from liability for damages resulting from negligent use of the vehicle.

- (b) DEBT CANCELLATION COVERAGE, SPECIFICALLY CALLED GUARANTEED AUTOMOBILE PROTECTION ("GAP"), IS NOT REQUIRED TO OBTAIN CREDIT AND GAP WILL NOT BE PROVIDED UNLESS I ELECT SUCH COVERAGE AND SIGN AND AGREE TO PAY THE ADDITIONAL COST. I elect GAP and agree to pay the cost shown below for the original term of this Agreement (or [] months, whichever is less), subject to terms and conditions of the separate GAP election or description of coverage. GAP coverage cost is \$ [N/A]. I acknowledge receipt of the description of GAP coverage separately provided to me.

[X] CUSTOMER [X] CUSTOMER

7. PERSONS BOUND

"I", "my", "me" and "mine" includes each customer who signs this Agreement and our obligations are joint and several, except that [] signs below solely to grant a security interest in the Collateral. This Agreement benefits Seller, its successors and assigns, and binds me and my heirs, personal representatives, successors and assigns. This Agreement includes the Additional Provisions on the reverse side. I have received a completed copy of this Agreement.

The Annual Percentage Rate may be negotiable with Seller. Seller may assign this Agreement and retain its right to receive a part of the Finance Charge.

NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF FINANCE CHARGE.

Dated 11/01/2010

By: GRIFFIN SALES, INC. (SELLER) [SEAL] Marlon Townsend (CUSTOMER) [SEAL]
Seller's Address: 5700 S. 27TH ST. MILWAUKEE, WI 53221
Customer's Address: 5147 W CALUMET ROAD SEE SECTIONS 5(c), (d) and (f) MILWAUKEE, WI 53222

This Agreement may be assigned to ("Assignee"): WELLS FARGO DEALER SERVICES, INC. PO BOX 997517 SACRAMENTO, CA 95899
Customer's Address: 5147 W CALUMET ROAD SEE SECTIONS 5(c), (d) and (f) MILWAUKEE, WI 53222

~~PRELIMINARY ONLY~~

~~CUSTOMER INFORMATION~~

TOW #: _____

NAME: MARLON L. TOWNSEND

DATE: _____

ADDRESS: 6147 W CALUMET RD

CLERK ID: _____

PHONE #: 414-881-3079

PHOTOS TAKEN YES NO

DATE FILED: 2-25-11

PHOTOS ATTACHED YES NO

ALL FORMS COMPLETED YES NO

***Complaint must be signed by citizen completing form.

CITIZEN'S STATEMENT

STATEMENT ATTACHED

2011 MAR 23 PM 12:23
RONA E. JILL
CITY ATTORNEY

2011 MAR 23 PM 2:46
OFFICE OF
CITY ATTORNEY
CITY OF MILWAUKEE
RECEIVED

Marlon Townsend

***SIGNATURE

2-25-11

DATE

-OVER-

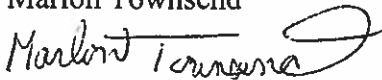
Tow Number: 1486562

To Whom It May Concern:

On February 16, 2011 my vehicle a 2011 Dodge Nitro, license plate 187SKK, was towed to the Milwaukee Tow Lot, 3811 West Lincoln Ave., because of unpaid parking tickets.

On February 16, 2011 I paid my unpaid parking tickets and towing fee in order to have my vehicle released to me and I drove it off the tow lot that day. On February 18, 2011 I noticed some damage to the front end of my vehicle that was not there before it was towed, as the vehicle is only three months old. I have attached a picture of this damage that I probably did not notice right away because of the salt and dirt that was on my vehicle. I would like to know in a timely fashion what steps I have to take in order to have these damages repaired at the tow lot's or towing company's expense.

Thank you,
Marlon Townsend



414.881.3079

CITY OF MILWAUKEE
2011 MAR 23 AM 11:52
RONALD D. LEONARDI
CITY CLERK

(JPEG Image, 2560x1920 pixels) - Scaled (31%)

<https://mail.google.com/mail/?ui=2&ik=72417280a7&view=att&th=...>



MARLON L. TOWNSEND
6147 W CALUMET RD.
MILWAUKEE, WI 53223

To Whom It May Concern:

My name is Marlon L Townsend my 2011 Dodge Nitro was towed by the city of Milwaukee in February 2011 due to unpaid parking tickets. As a result of the towing process my truck received some front end damage. I then submitted a claim along with picture evidence to report the damage to the city of Milwaukee in March 2011. I was informed on June 27, 2011 that I had to submit a money claim in writing as well as documentation proving that the amount I am asking for is legitimate. This is an official notice of the amount I am asking for totaling, \$899.87. The necessary documentation for this amount is attached. Please notify as soon as possible what the next steps are to complete this claim.

Thank you,
Marlon L Townsend
414.881.3079
Claim Number: 11-S-76

Marlon Townsend

CITY OF MILWAUKEE
11 JUN 29 PM 3:38
RONALD D. LEONHART
CITY CLERK

CITY OF MILWAUKEE
RECEIVED
2011 JUL -5 PM 1:09
OFFICE OF
CITY ATTORNEY

BODYCRAFTERS, INC.
 N96 W14555 COUNTY LINE ROAD
 MENOMONEE FALLS, WI 53051
 PHONE: 262-253-1107
 FAX: 262-253-1185

*** PRELIMINARY ESTIMATE ***

04/13/2011 11:11 AM

Owner

Owner: MARLON TOWNSEND
 Address: 6147 W CALUMET RD
 City State Zip: Milwaukee, WI 53223

Cell: (414)881-3079
 FAX:

Inspection

Inspection Date: 04/13/2011 11:11 AM

Inspection Type:

CITY OF MILWAUKEE
 RECEIVED
 2011 JUL -5 PM 1:10
 OFFICE OF
 CITY ATTORNEY

Repairer

Repairer: BODYCRAFTERS COLLISION
 CENTE

Contact: JEFF WARDON

Vehicle

2011 Dodge Nitro Heat 4 DR Wagon
 6cyl Gasoline 4.0
 4 Speed Automatic

Lic Expire:
 Veh insp# :
 Condition:
 Ext. Refinish: Two-Stage

VIN: 1D4PU4GX1BW501589
 Mileage Type: Actual
 Code: N7263C
 Int. Refinish:

Options

4-Wheel Drive	AM/FM CD Player	Air Conditioning
Anti-lock Brakes	Auto Headlamp Control	Auto Locking Hubs (4WD)
Bucket Seats	Center Console	Chrome Grille
Chromed Alloy Wheels	Dual Airbags	Electronic Transfer Case
Fender Flares	Floor Mats	Fog Lights
Halogen Headlights	Head Airbags	Heated Power Mirrors
Intermittent Wipers	Keyless Entry System	Lighted Entry System
MP3 Player	Power Brakes	Power Door Locks
Power Steering	Power Windows	Rear Step Bumper
Rear Window Defroster	Rear Window Wiper/Washer	Roof/Luggage Rack
Sirius Satellite Radio	Split Folding Rear Seat	Sport Suspension
Stability Cntrl Suspensn	Tachometer	Tilt Steering Wheel
Tinted Glass	Traction Control System	Trunk/Cargo Organizer
Velour/Cloth Seats		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	EP	83		Panel,Hood	Replace PXN	\$340.00			0.8	SM
2	L	83	13	Panel,Hood	Refinish				5.5	RF
					3.1 Surface					
					1.2 Edge					
					0.8 Two-stage setup					
					0.6 Two-stage					
2				Items						

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts				\$340.00	
Paint Materials				\$176.00	
Parts & Material Total					\$516.00
Tax on Parts & Material		@ 5.100%			\$26.32
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$54.00	0.8		0.8	\$43.20
Mech/Elec (ME)	\$64.00				
Frame (FR)	\$54.00				
Refinish (RF)	\$54.00	5.5		5.5	\$297.00
Paint Materials	\$32.00				
Labor Total				6.3 Hours	\$340.20
Tax on Labor		@ 5.100%			\$17.35
Gross Total					\$899.87
Net Total					\$899.87

Alternate Parts Y/01/01/00/00/00 CUM 01/01/00/00/00 Zip Code: 53051 Default


Audatex Estimating 6.0.514 ES 04/13/2011 11:12 AM REL 6.0.514 DT 03/01/2011 DB 04/08/2011
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**** THIS IS AN AUDATEX "FAST START" VEHICLE. PLEASE CALL YOUR LOCAL DEALER TO CONFIRM PART NUMBERS AND PRICES. ****
1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chippguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	



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