

*Raven M. Blackwood
3180 S. Brust Ave. Apt 201
Milwaukee, WI 53207
(414) 732-4583*

shadowfall.1@netzero.net

2014 APR -3 AM 7:58

CITY OF MILWAUKEE
RECEIVED

OFFICE OF
CITY ATTORNEY



March 24, 2014

Milwaukee City Clerk
200 E. Wells St., Room 205
Milwaukee, WI 53202-3567

Re: C.I.I. File No. 1029-2014-712

To whom it may concern:

As stated in my letter of February 24, 2014, on Sunday, February 23, 2014 at approximately 3:00 p.m., I was driving west on W. Grainger Ave. just west of Howell Ave. approaching the entrance ramp to the Airport Spur going west out of the airport. There were two large pot holes in the left turn lane that could not be avoided in order to cross the oncoming traffic lane to get to the entrance of the access ramp. I slowed down as I went over the potholes resulting in damage to the left front tire on my car. I drove to Sears Auto because it was the only repair shop open.

This damage resulted in the destruction of the tire which had to be replaced at the cost of one hundred nine dollars and twenty-five cents (\$109.25). I had enclosed a copy of the invoice with the letter of February 24, 2014.

In the enclosed copy of the response letter from Grant F. Langley, City Attorney, to this reimbursement request denying my claim, I am requesting a hearing to appeal to this denial of my claim.

Thank you for your time.

Mr. Raven M. Blackwood
3180 S. Brust Ave., Apt. 201
Milwaukee, WI 53207

april 6 2014
CITY OF MILWAUKEE
2014 MAR 31 PM 2:30
CITY CLERK'S OFFICE

Raven M. Blackwood
3180 S. Brust Ave. Apt 201
Milwaukee, WI 53207
(414) 732-4583

shadowfall.i@netzero.net

February 28, 2014

City Clerk
Attn: Claims
200 E. Wells St., Room 206
Milwaukee, WI 53202-3567

Re: Pot hole on W. Grainge Ave. west of Howell Ave.

To whom it may concern:

On Sunday, February 23, 2014 at approximately 3:00 p.m., I was driving west on W. Grainge Ave. just west of Howell Ave. approaching the entrance ramp to the Airport Spur going west out of the airport. There were two large pot holes in the left turn lane that could not be avoided in order to cross the oncoming traffic lane to get to the entrance of the access ramp. I slowed down as I went over the potholes resulting in damage to the left front tire on my car. I drove to Sears Auto because it was the only repair shop open.

This damage resulted in the destruction of the tire which had to be replaced at the cost of one hundred nine dollars and twenty-five cents (\$109.25). I have enclosed a copy of the invoice.

I can send a copy of the photo I have taken on Monday, February 24, 2014 at approximately 6:30 p.m. As shown these two pot holes have been filled since Sunday, February 23, 2014 in the afternoon.

Please send a refund check in the amount of one hundred nine dollars and twenty-five cents (\$109.25) made payable to Raven M. Blackwood at 3180 S. Brust Ave., Apt. 201, Milwaukee, WI 53207.

Raven M. Blackwood
3180 S. Brust Ave., Apt. 201
Milwaukee, WI 53207

I would appreciate a prompt response to this request.

Thank you for your time,



Raven M. Blackwood

CITY OF MILWAUKEE

MAR -6 AM 8:19

CLERK'S OFFICE



2014 MAR -6 PM 3:38

OFFICE OF
CITY ATTORNEY

CITY OF MILWAUKEE
RECEIVED

EPA Number: Facility Number:

NAME: BLACKWOOD, RAVEN ADD: 3180 S BRUST AVE 201 MILWAUKEE, WI 53207		YEAR/MAKE/MODEL 2003 DODGE NEON 4-122 2.0L SOHC		TAG # 10021		INITIAL ESTIMATE		REVISED ESTIMATE		PHONE AUTHORIZATION		REF. NUM.	
PRI: (414) 732-4583		LICENSE #		COLOR		PARTS \$0.00		\$87.96		YES		IN6213302	
SEC:		V.I.N.		LOCATION SHOP		LABOR \$0.00		\$15.50		APPROVED BY: BLACKWOOD, RAVEN		CREATED BY: 401547	
TIRE INSTALLATION INSTRUCTIONS		ODOMETER IN		ODOMETER OUT		TAX \$0.00		\$5.79		CONTACTED BY: ALOIS, JON		INVOICED BY: 051821	
		TIME IN 02/23/2014 04:01 PM		TIME OUT 02/23/2014 05:21 PM		TOTAL \$0.00		\$109.25		NUMBER CALLED: (414) 732-4583		LOCAL PURCHASE PO NUMBER: 213302	
AIR PRESSURE FRONT / REAR / REFER TO TIRE GUIDE - NON O.E. APPLICATION		PROMISED TIME 02/23/2014 07:00 PM		WAITING		DATE/TIME OF ESTIMATE 02/23/2014 04:01 PM		DATE/TIME REVISED 02/23/2014 05:25 PM		DATE / TIME CALLED: 02/23/2014 04:05 PM			

BY SIGNING BELOW I ACKNOWLEDGE RECEIPT AND AGREE TO CHANGE THE INVOICE PRICE WITH AMOUNTS AS SHOWN CHARGED TO EACH CARD IDENTIFIED HEREON, AND BE BOUND BY THE TERMS OF THE CARDHOLDER'S AGREEMENT(S) FOR EACH.

WORK AUTHORIZED BY / CREDIT APPROVED BY: **X**

QTY	ITEM #	DESCRIPTION OF MERCHANDISE	PRICE EACH	TOTAL	TECH	CSA
1	LB 19011025	FLAT REPAIR, RD HAZ AGREE	\$0.00	\$0.00 T	442426	401647
1	LB 19042002	UNDERCARR, COURTESY CK	\$0.00	\$0.00 T	911081	401547
1	LB 19042001	UNDERHOOD, COURTESY CK	\$0.00	\$0.00 T	911081	401547
# @	1 PS 09554815	ZIEX ZE-912	\$87.96	\$87.96 T		
#	1 LB 19012007	TIRE BALANCE, PERFORMANCE	\$15.50	\$15.50 T	911081	401547

- This symbol indicates parts or labor changed or are additional to the original estimate.
@ - A 15% Restocking Fee may apply on returned merchandise. A 15% Cancellation Fee may apply on Special Ordered merchandise cancelled after 24 hours. See Salesperson for details.

REWARDS CARD #: XXXXXXXXXXXXX6690

REWARDS CARD # 065110624449

ITEM / WARRANTY INFORMATION / LABOR DETAILS / COMMENTS

Altmarket TPMS Available. Verify TPMS.
WARRANTY:
09554615 : 40,000 MILE; Tread Depth: 10

ITEM COMMENTS:
19011025: Record EACH In-Warranty Flat Repair that Falls within the Road Hazard Agreement Time period.
09554615 FALKEN ZIEX ZE-912 205/45R16 87 V 40,000 MILE
19012007: For the Life of the Tire, to address an uneven or imbalanced tire, we will: adjust tire pressure, remove old weights, computer spin balance. Priced EACH

ALL LUG NUTS ON CUSTOM AND ALLOY WHEELS MUST BE RE-TORQUED AFTER 25 MILES AND CHECKED PERIODICALLY.

TECHNICIAN INFORMATION:
TECH NO. 442426
L BUBOLZ
911081 D PIERCE
TECHNICIAN NAME LICENSE / PERMIT NO.
b142538827100

SALES CHECK # 065110624449

View balance and account information at shopyourwayrewards.com

Visit us at SYWR.com

* THIS IS A REPRINTED INVOICE *

RETAIN FOR COMPARISON WITH MONTHLY STATEMENT OR FOR RETURN OR EXCHANGE

Parts Subtotal: \$87.96
Labor Subtotal: \$15.50
Reductions Subtotal: \$0.00
Subtotal: \$103.46
Tax: \$5.79
Total: \$109.25

Credit Tended: \$109.25

CARD TYPE: VISA
ACCT #: WXXXXXXXXXXXXXXXXX3565
AUTH CODE: 092418
VISA TOTAL: \$109.25

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911. Regulated by the Department of Agriculture.

NOTICE: YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

I request an estimate in writing before you begin repairs. SIGNED _____ Date: _____
Please proceed with repairs, but call me before continuing if the price will exceed \$ _____ Date: _____
SIGNED _____ Date: _____
I do not want any estimate. SIGNED _____ Date: _____

YOU ARE ENTITLED TO RECEIVE REPLACED AND REMOVED PARTS, OTHER THAN EXCHANGED OR WARRANTED PARTS WHICH WILL BE AVAILABLE FOR YOUR INSPECTION. TO OBTAIN FULL WARRANTY BENEFITS, YOU MUST PRESENT YOUR RECEIPT AND THE DEFECTIVE PRODUCT OR THE VEHICLE ON WHICH THE SERVICE WAS PERFORMED. Prices firm upon customer authorization. Labor charges based upon average industry standard time for repairs on typical vehicles, adjusted for local competitive conditions. No charge for repair price estimates or for vehicle storage.

LIMITED TIRE WARRANTIES If the tire you purchased (as indicated on the front of this invoice) becomes unserviceable due to a defect in materials or workmanship at any time during the first 25% of its original treadlife, we will, at our option, replace it with an equivalent tire at no charge to you or refund to you the original purchase price. "Treadlife" means the period from purchase until there is 2/32 inch or less tread depth remaining on the tire, as measured across the entire width of the tread. **Prozation Period.** If the tire you purchased (as indicated on the front of this invoice) becomes unserviceable due to a defect in materials or workmanship at any time during the remaining 75% of its original treadlife (as defined above), we will give you a credit toward the purchase of a new tire. The amount of your credit will be determined by multiplying the percentage of remaining treadlife by the then current selling price of the returned tire. The new tire must be purchased at a Sears Auto Center. **Tires with Limited Lifetime Warranties.** If the front of this invoice indicates that the tire you purchased carries a "Limited Lifetime Warranty" and that the becomes unserviceable due to a defect in materials or workmanship at any time during the original treadlife (as defined above), we will, at our option, replace it with an equivalent tire at no charge to you or refund to you the original purchase price.

Tread Wearout Limited Warranty. If the front of this invoice indicates that the tire you purchased is warranted for a specified number of miles (the "Mileage Warranty"), and the tread depth, as measured across the entire width of the tread, is reduced to 2/32 inch or less prior to expiration of the Mileage Warranty, we will give you a credit toward the purchase of a new tire. The amount of your credit will be determined by multiply the percentage of remaining mileage on the Mileage Warranty by the then current selling price of the returned tire. The new tire must be purchased at a Sears Auto Center.

Limitations. These limited warranties apply only to the "GENERAL LIMITATIONS" that are listed in the "GENERAL LIMITATIONS" section. These limited warranties do not apply to vehicles registered or primarily operated outside the United States and Canada. These warranties are subject to the "GENERAL LIMITATIONS" that are listed in the "GENERAL LIMITATIONS" section.

Exclusions. These warranties do not apply to tire damage or wear caused by:

- Road hazard injury (e.g., a cut, snag, bruise, impact damage or puncture);
- Improper mounting or demounting of the tire, tire/wheel imbalance, or improper repair (including section repairs or repairs having self-vulcanized plugs only);
- Inproper maintenance, under/over-inflation, use while flat, tire spinning, lack of rotation, or other abuse; (see the care and maintenance recommendations);
- Uneven or rapid wear caused by mechanical irregularity in the vehicle (e.g., wheel misalignment, defective brakes or shock absorbers) or operation in excess of tire/wheel manufacturers' specifications and recommendations;
- Modifications of the tires by the addition or removal of material or intentional alteration to change the tire's appearance;
- Ozone or weather cracking or checking, if the tires were purchased more than 48 months before you presented them for warranty claim;
- The addition of liquid, solid or gaseous materials other than air, nitrogen, or carbon dioxide (e.g., sealers or balancing substances) to the tires; or
- Flat spotting due to improper storage, braking or chemical corrosion.

Under no circumstances will warranty coverage apply to any tire that is:

- Involved in an accident, fire, vandalism, or theft;
- Recapped, retreaded, regrooved, or used with chains;
- Used in racing or other competitive events.

How to Make a Claim. To make a claim under any of the tire warranties described above, you must present your sales receipt or other record indicating your purchase including the date of purchase at a Sears Auto Center.

WE MAKE NO WARRANTIES ON ANY OF THE PRODUCTS AND/OR SERVICES DESCRIBED ON THIS PAGE OTHER THAN THOSE DESCRIBED ABOVE. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If a parts manufacturer offers a warranty more favorable than the warranties we extend above, we will honor the manufacturer's warranty. To obtain service under any of the above warranties, return to any Sears Auto Center. You must present your sales receipt or other record indicating your purchase including the date of purchase at a Sears Auto Center. **THESE LIMITED WARRANTIES DO NOT PROVIDE COMPENSATION FOR LOSS OF TIME, LOSS OF USE OF VEHICLE, INCONVENIENCE OR CONSEQUENTIAL DAMAGES.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. **THE WARRANTIES ON THIS PAGE GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.**

Sears, Roebuck and Co., 3333 Beverly Rd., Hoffman Estates, IL 60179

GENERAL AUTOMOTIVE SERVICE WARRANTY

Except as stated separately in this invoice, we warrant all automotive services performed and related parts installed against defects in material and workmanship for 6 months or 6,000 miles after your purchase of such services and parts, whichever occurs first. If any such part or service fails during this period, we will, at our option, repair or replace any malfunctioning part and/or re-perform the service, all at no charge to you. These warranties apply only to the original purchaser.

PERFORMANCE BALANCE SERVICE WARRANTY

Services and Term. This Performance Balance Service entitles you to additional wheel balancing service at no additional charge whenever you experience a vibration, unusual wear or any other type of ride complaint. This Balance ends for each Tire upon the first to occur of: (a) your no longer own the vehicle described on the front of this invoice or the Tire is removed from that vehicle or (b) The Tire is worn beyond its original "treadlife", which occurs when 2/32 of an inch or less of tread remains on the Tire. **Exclusions.** This Balance does not entitle you to the repair or replacement of any Tire. This Balance Service does not cover rebalancing as a result of service performed by anyone other than us. **Limitations.** This Balance Service provides only for the re-performance of balancing services on the Tires and does not entitle you to any other products or services.

TIRE CARE AND MAINTENANCE RECOMMENDATIONS TO AVOID PREMATURE WEAROUT OR TIRE FAILURE

DRIVING ON ANY TYPE OF TIRES DOES NOT HAVE THE CORRECT INFLATION PRESSURE IS DANGEROUS AND WILL CAUSE TIRE DAMAGE. FAILURE TO MAINTAIN CORRECT INFLATION PRESSURE MAY RESULT IN SUDDEN TIRE DESTRUCTION, IMPROPER VEHICLE HANDLING, AND MAY CAUSE ABRUPT AND IRREGULAR TIRE WEAR. THEREFORE, INFLATION PRESSURES SHOULD BE CHECKED FREQUENTLY, AT LEAST ONCE A MONTH, AND ALWAYS PRIOR TO LONG DISTANCE TRIPS. PRESSURES SHOULD BE CHECKED WHEN TIRES ARE COLD, IN OTHER WORDS, AT LEAST 2 HOURS AFTER THEY HAVE BEEN USED ON YOUR VEHICLE.

Know the correct inflation pressure for your vehicle. Check your vehicle manufacturer's requirements. These pressures must be maintained as a minimum. For continuous high speed driving, add 4 pounds pressure for highway passenger and 10 pounds for light truck tires but do not exceed the maximum pressure marked on the tire. Never "BLEED" air from the tires as your tires will be under-inflated. Use the correct tire pressure gauge. **YOU SHOULD NOT EXCEED REASONABLE SPEEDS AS INDICATE BY THE LEGAL LIMITS AND DRIVING CONDITIONS.**

HIGH SPEED DRIVING CAN BE DANGEROUS AND MAY BE DAMAGING TO YOUR TIRES. YOU SHOULD NOT EXCEED REASONABLE SPEEDS AS INDICATE BY THE LEGAL LIMITS AND DRIVING CONDITIONS.

****ALL LUG NUTS ON CUSTOM AND ALLOY WHEELS MUST BE RE-TORQUED AFTER 25 MILES AND CHECKED PERIODICALLY.**

****APPLYING TIRE TO YOUR VEHICLES WITH A LOWER SPEED RATING THAN THE ORIGINAL EQUIPMENT TIRE FOR YOUR VEHICLE IS NOT RECOMMENDED AND MAY CHANGE THE HANDLING AND PERFORMANCE OF THE VEHICLE. YOUR VEHICLE SHOULD NOT BE OPERATED IN EXCESS OF THE REPLACEMENT TIRE'S SPEED RATING.**

****LEADING TIRE MANUFACTURERS RECOMMEND THAT THE TIRES WITH THE BEST TRACTION BE MOUNTED ON THE REAR OF THE VEHICLE, EVEN ON FRONT WHEEL DRIVE VEHICLES, FOR BETTER PERFORMANCE ON WET AND SLICK ROADS.**

DRIVING ON DAMAGED OR BADLY WORN TIRES COULD RESULT IN TIRE DESTRUCTION. DO NOT DRIVE ON BADLY WORN TIRES. They will not provide adequate traction, particularly in wet weather. Consider your tires worn out and unsafe when the tread depth is 2/32 or less in any groove. Sears passenger tires contain "Wear-Bars" in the grooves of the tire tread which show up when 2/32nds of an inch or less of tread is remaining. At this stage your tires must be replaced. Tires worn beyond this stage are dangerous.

DO NOT DRIVE ON DAMAGED TIRES. Avoid unnecessary impacts with holes and other objects which can ultimately cause tire failure. Examine tires periodically for general condition. Punctures can cause carcass damage. If in doubt, have your tires checked at your nearest Sears Auto Center.

Maintain proper wheel alignment and balance to avoid premature tire wear and erratic vehicle handling.

Tread wear may be improved by periodic tire rotation. Sears Auto Center offers tire rotation on most vehicles. Before rotating tires, always consult the owner's manual for rotation recommendations for specific vehicles. If no rotation period is specified, tires should be rotated at any sign of uneven tire wear. Uneven tire wear is the difference in remaining tread-depth on a single tire OR the difference when compared to other tires on the vehicle. If you notice ANY uneven tire wear, stop by your nearest Sears Auto Center for a free tire evaluation.

IMPROPER TIRE MIXING IS DANGEROUS. Ideally, all four tires on a vehicle should be of the same construction type (all bias, bias-belted, or all radial) and of the same aspect ratio/size. Never mix tires of different construction types or aspect ratios on the same axle. Also, under no circumstances should radial tires be mounted on the front axle, including front wheel drive vehicles, with non-radial tires on the rear axle. **FAILURE TO OBSERVE THIS RULE OR MIXING TIRES OF DIFFERENT CONSTRUCTION TYPES OR ASPECT RATIOS MAY PRODUCE DANGEROUS HANDLING CHARACTERISTICS IN YOUR VEHICLE AND LEAD TO AN ACCIDENT.**

DO NOT OVERLOAD. The maximum load rating of your tires is marked on the tire sidewall. Do not exceed these ratings. Follow the loading instructions of the manufacturer of your vehicle and this will insure that your tires are not overloaded. **TIRES WHICH ARE LOADED BEYOND THEIR MAXIMUM ALLOWABLE LOADS FOR THE PARTICULAR APPLICATION WILL BUILD UP EXCESSIVE HEAT THAT MAY RESULT IN SUDDEN TIRE DESTRUCTION. See Above. DO NOT EXCEED THE GROSS AXLE WEIGHT RATINGS FOR ANY AXLE ON YOUR VEHICLE.**

TRAILERS. Check the tire decal and the owner's manual supplied by the manufacturer of your vehicle for recommendations on trailer towing.

REPAIRS. Purches in the tread of passenger tires may not be repairable. To determine whether or not a tire is repairable, go to a qualified tire technician. **DO NOT USE AN INNER TUBE FOR THE REPAIR OF A DAMAGED TIRE. DO NOT PLUG REPAIRS. UNDER NO CIRCUMSTANCES ARE PUNCTURES IN EXCESS OF 1/4" REPAIRABLE.**

STORAGE. When tires are stored, they should be stored in a cool place away from sources of heat and ozone such as hot pipes and electric generators. Be sure that surfaces on which tires are stored are clean and free from grease, gasoline or other substances which may deteriorate the rubber. **TIRES EXPOSED TO THESE MATERIALS DURING STORAGE OR DRIVING COULD BE SUBJECT TO SUDDEN FAILURE.**

TIRE SPINNING. When in mud, sand, snow or ice conditions, do not spin wheels excessively. In such conditions, with automatic transmission vehicles, by accelerating excessively, it is possible to spin one of the drive tires beyond its speed capacity. This is also true when balancing a drive tire/wheel assembly using the engine of the vehicle to spin the wheel.

VALVES. Old valves may leak. New tires deserve new valves. Use valve caps.

ALL WHEEL/A WHEEL DRIVE VEHICLES: A set of 4 new tires are always recommended on vehicles with All Wheel Drive or 4 Wheel Drive. At a minimum, there cannot be more than 4/32nds difference between any of the tires. A difference in tire size will cause damage to the drive line components. Sears is not responsible for any damage from tire sizing or customer's failure to comply with tire sizing recommendations. Refer to the owner's manual or Motorist Assurance Program (MAP) standards for further information.