CITY OF MILWAU

CITY CLERK'S OFF

REGEIVED
MAY 3 1 2016
OFFICE OF
CITY ATTORNEY

Bryan Adams
3620 n 49<sup>th</sup> St
Milwaukee, Wi 53216
Bryannadams86@gmail.com
(414-610-3640)
May 18 2016

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

## Dear City Clerk:

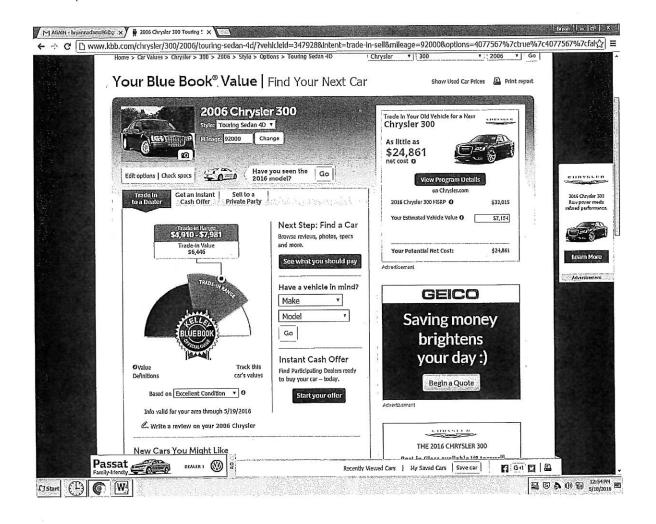
I am a long time resident or our city and I am writing to seek compensation for my vehicle, a 2006 Chrysler 300 touring. On March 10 2016 My license plate number 966VDJ was towed from my residence and taken to the City of Milwaukee Tow lot at 3811 west Lincoln avenue. I was informed that I had 15 days to come and claim my vehicle and intended to use that time to gather the funds. However I was never able to do so because on March 16th my car a 2006 Chrysler was released as a 2001 Chrysler VIN number #2C3HE66G11h43838 That was registered to a resident of Fondulac county whose information I was not able to obtain. When I purchased my car in 2013 it was reissued a Wiz VIN from the state VIN#1000000000006233 (documents enclosed.) The only time I have had issues in the 3 years I've owned this car was in two prior instances when my car was towed and taken to the city tow lot. On those two occasions MPD was called and they verified my VIN and my registration and my car was then released to me. After being informed my car was released to someone else form the City tow lot, I proceed to file a police report for a stolen vehicle as advised to do so by officers, and I have my Incident number: 160980046. The police then where able to locate the person whom my car was released to, but was not able to recover the vehicle. She informed the police that she had never seen the car before and had believed it to be a car she had registered in her name for a boyfriend. And because she had never seen the vehicle and had no use for it she sold it to the tow company as a junk car and the car was destroyed. Due to the fact that my car was in the City's possession and then wrongly released, not allowing me the chance to recover my car I believe the City of Milwaukee tow lot is liable and I am seeking damages in the amount of \$7,225. The car was purchased in 2013 for \$10,995 and the current KBB value of the car is between \$6000-\$7600. My car had only 92,000 miles and was in good condition.

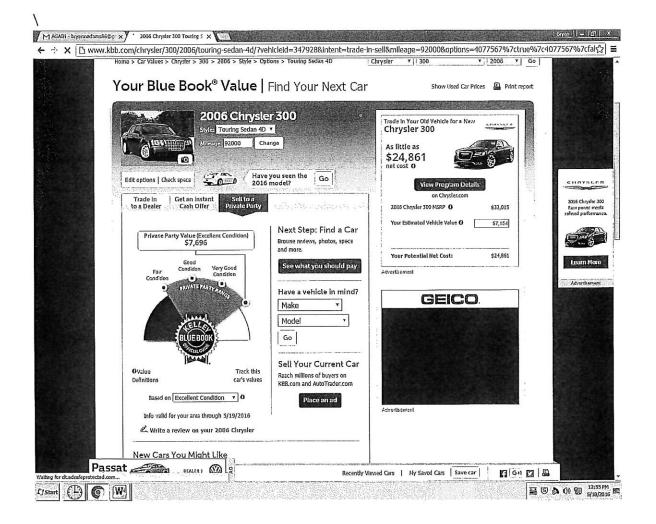
Sincerely,
Buy Sun

## **VISCONSIN TITLE &** Title No. New License Plate No. JCENSE PLATE APPLICATION .12723F 1/2010 ·Processor ID No Received - Date - Opened Amount Received, Document No. Cash 10 NOT WRITE ABOVE THIS LINE. complete form using BLUE or BLACK INK. Section A - Vehicle Owner Information Application Type (check one) 🗸 Title Transfer 🗌 Original Title 🔲 Title Only 🔲 Salvage Title Check if also IRP Owner Social Security # or Driver License # or FEIN - Required Owner Legal Name - Last, First, Middle Initial OR Business Name ADAMS, BRYAN 8/8/1986 Co-Owner Social Security # or Driver License # or FEIN - Required Birth Date Co-Owner (if any) - Name - Last, First, Middle Initial OR AND (check one) Owner Daytime Area Code - Telephone Number Street Address (Include PO Box if applicable) City State ZIP Code WI 53209 MILWAUKEE 6730 N SIDNEY PLACE (414) 610-3640 Lessee Social Security # or Driver License # - Required If this is a leased vehicle, list Lessee Name Lessee Signature City Lessee Street Address (Include PO Box if applicable) State ZIP Code Lessee Daytime Area Code - Telephone Number Section B - Vehicle Information Fleet No. (Optional) VEHICLE IDENTIFICATION NUMBER (frame number of cycle/moped) Make Type (car, truck,van, etc) CHARCOAL **CHRYSLER 300** 10000000000006233WI 2006 4DR WI License Plate to Transfer - List both Plate # and Type Temporary License Plate Number Check box if plates transferred between husband/wife. License plates cannot be transferred between other family members N/A Vehicle kept in County Date First Operated this vehicle in Wis. as resident Registration Period Gross Weight Village Town City. ~ OF: MILWAUKEE OF: MILWAUKEE 2/4/2013 Section C - Loan Information Secured Party Number(s) - Required List all SECURED PARTY NAME(S) (lienholders) Street Address, City, State, ZIP Code Area Code-Phone Number If no secured party, check SPRINGLEAF FINANCIAL SERVICES (414) 358-0104 6444 N 76TH ST 039294 MILWAUKEE, WI 53223 None Section D - Odometer Mileage Selling Federal and State law requires that seller state the mileage in connection with the transfer of ownership. Failure to complete a mileage statement or providing a false mileage statement may result in fines and/or imprisonment and may make you liable for damages to your transferee (Purchaser). completes vehicle weight rating exceeds 16,000 lbs. Exempt from odometer disclosure because vehicle is: 10 or more model years old The odometer reading is NOT actual mileage. ODOMETER NOW READS (No Tenths): The odometer reading reflects 46.867 the amount of mileage in WARNING ODOMETER DISCREPANCY and to the best of my knowledge is the actual mileage of this vehicle unless one of the following statements is checked. excess of its mechanical limit Date Delivered Date Vehicle Purchase Tax Statement Used New Section E - Vehicle Transaction 2/4/2013 2/4/2013 V 9995.00 Cash price (Vehicle described in section "B")......\$ Describe Make Vehicle Identification Number (WARNING: It is a crime to understate the purchase price) Vehicle Trade-In 0.00 b. Less trade-in allowance......\$ (see instructions back of page 3) If tax exempt, enter exemption code and reason Note: Wi Dealers need not complete item c below Licensed Dealer's Statement of Sale and Warranty 9995.00 c. Amount subject to tax (a minus b)..... For value received I hereby sell, assign or trade the vehicle described on this document to the purchaser(s) named in section "A" and I certify that all liens shown on the Certificate of Title are paid. State Sales Tax (5% of line c) DEALER Name NEW DEAL AUTO SALES (414) 462-4755 · Local Sales Tax if applicable (See local sales tax chart) Required Title Brand (See instructions back of page 3) Dealer# **Fee Computation** Police Taxi Flood Damage MFR Buyback Hail Damaged 69.50 • Title Fee \$69.50 (Replacement \$20).....\$ also serves as evidence of application for title/registration and payment of fees. 10.00 Loan Filing Fee \$10...... 75.00 License Plate Fee (See section H).....\$\_ s Authorized Agent) 2/4/2013 Miscellaneous Fees (See instructions to determine if any apply) (Signature of Selling Dealer's Authorized Agent) 20.00 Wheel Tax (See instructions)..... Certification Certification All parties certify with their signature that to the best of their knowledge the information and statements on this application are true and correct. The prior owner's odorneter statement has been shown to the applicant and a copy of this completed application including odometer statement has been furnished the applicant. COMMERCIAL CARRIERS - I further certify knowledge of applicable federal and state motor carrier safety rules, regulations, standards and orders, and declare that all operations will be conducted in compliance with such requirements. 0.00 Other Fees 0.00 Counter Service Fee \$5 (If you apply in person at DOT)...\$\_ 19.50 Processing Fee - See instructions......\$ 2/4/2013 194.00 (Owner Signature shown in section A) (Date) ENTER FEE TOTAL Make check payable to: Registration Fee Trust (Date) (Co-Owner Signature): WI Dealers: Remit state, county and local tax with form ST-12 to WI Department of Revenue.

REGULAR SERVICE: Mail application and check for Title and Plate fees to: Wisconsin Dept. of Transportation, PO Box 7949, Madison, WI 53707-7949 SPECIAL PLATES: Mail entire application to: WI Dept. of Transportation, PO Box 7911, Madison WI 53707-7911

2 - SELLER







DEPARTMENT OF PUBLIC WORKS – TOW LOT 3811 West Lincoln Avenue – Milwaukee, WI 53215 Ph: (414) 286-2700 – Fax: (414) 286-5093 TDD: (414) 286-2025

NOTICE DATE: 3/11/2016

ADAMS, BRYAN, N 3620 N 49TH ST MILWAUKEE, WI 53216

TOW NUMBER: 003590204
DATE OF TOW: 03/10/2016
LICENSE NUMBER: WI 966VDJ
VEHICLE YEAR AND MAKE: 01-CHRY
VIN NUMBER: 2C3HE66G11H543838
OFFENSE REPORT FILE NO:

REASON FOR TOW: ILLEGAL PARKING/UNPAID CI

TOW ADDRESS: 3623 N 49TH ST

## NOTICE OF TOWED VEHICLE

The vehicle listed above has been towed and impounded and may be reclaimed at the City of Milwaukee Tow Lot located at 3811 W. Lincoln Avenue, Milwaukee Wisconsin.

If this vehicle is not claimed within 15 days from the above NOTICE DATE, it may be sold or destroyed by the City of Milwaukee. (If the 15<sup>th</sup> day is a Sunday or a holiday, you have until the close of the next business day to reclaim your vehicle.) PLEASE ACT PROMPTLY!

You are responsible for the payment of all towing and storage charges associated with this vehicle. Towing fees are \$105 and storage fees are \$20 per-day. Additional tow fees may apply when special resources are required (i.e. Oversized vehicles). If you fail to pay these fees your vehicle registration may be suspended.

The Tow Lot hours of operation are 7:00 a.m. to 6:00 p.m., Monday through Friday, and from 8:00 a.m. to Noon on Saturday. The Tow Lot is closed on the following holidays: January 1st, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and December 31st.

TO RECLAIM YOUR VEHICLE: You must be the owner, as recognized by the DMV and bring the following to the Tow Lot:

- A. A valid driver's license (if you are driving the vehicle from the lot). If you do not have a driver's license, you must have a state-issued picture ID and be accompanied by someone with a valid driver's license.
- B. Proof of current-liability insurance for the vehicle to be retrieved. A valid insurance card containing the name of the insurance carrier, insured and vehicle information (make, model, year and VIN).
- C. To retrieve a vehicle on behalf of an owner, you must have the vehicle title, a driver's license or state issued photo ID and be accompanied by someone with a valid driver's license and have a <u>signed, properly notarized</u> letter or release form from the vehicle owner authorizing you to pick up the vehicle. The notarized letter and release form must identify the vehicle by color, make, model, VIN, license plate number and tow number. Insurance companies and tow companies must have a notarized letter or signed release form.
- D. Cash, cashier's check, money order, VISA or MasterCard are accepted for payment. You are not required to pay for open citations in order to reclaim your vehicle.

You may reclaim loose or personal property from within the vehicle by presenting proof of ownership and a state-issued picture ID at the tow lot. Personal property in the vehicle will be returned free of charge during posted business hours, but will be destroyed if your vehicle is unclaimed. Your vehicle will be deemed abandoned and destroyed or sold if you remove personal property without making arrangements to pay towing and storage fees.

TO DISPUTE THE LEGALITY OF YOUR TOW: You may obtain a review by the City Attorney at 951 N. James Lovell Street, Room 205.

If you are no longer the owner of this vehicle, or have any questions about this notice, please contact the City of Milwaukee Tow Lot at (414) 286-2700 during the business hours listed above.

DPWTOW-500-O

MOTOR VEHICLE PURCH OR REJECT THE OFFER WITHIN	ASE CONTRACT WORKING HOURS OR	THIS IS AN OFFER TO PURCHA THE OFFER IS AUTOMATICALLY	SE THAT WILL BECOME A BINDIN VOIDED AND YOU MAY RESCINI	NG MOTOR VEHI D THE OFFER UN	CLE PURCHASE CONTRACT ILESS AND UNTIL ACCEPTED	IF ACCEPTED BY THE DEALER, 1	HE DEALER, THE DEALER MI UNTIL ACCEPTANCE OR REJ	JST ACCEPT ECTION OF THE OFFER
THE DEALER SHALL BE PROHIBITED FROM SELLING THE VEHICLE TO ANY OTHER PARTY.  DEALER NAME ADDRESS 9838 W. APPLETON AVENUE CITY, STATE, ZIP MILWAUKEE, WI 53225					543838 46867		MILEAGE AT SIGNIN	
								2/4/2013 S LICENSE NUMBER
TELEPHONE NO. (414) 462-4755 PROSPECTIVE PURCHASER ("YOU") NAME(S)					CHAD BENDER		B5361108	ACMINITERING CHANGE STATE OF THE STATE OF TH
BRYAN ADAMS		W		2				
PROSPECTIVE PURCHASER STREET ADDRESS  6730 N SIDNEY PLACE  MILL						STATE		IP 53209
RESIDENCE PHONE CELL PHONE			BUSINESS PHONE RESIDENCE		DUNTY RESIDENCE TOWNSHIP/CITY/		E-MAIL AD	DRESS
(414) 610-3640 N/A	N/A	•	N/A MILWAUI		MILWAUKEE		N/A N/A	
CAP TITLICK TO THE								E NO.
FOLLOWING DESCRIBED VEHICLE USED ( DEMO EXEC ) ITLE AS: MOTORCYCLE								J2723F
PURCHASED VEHICLE 2006			CHRYSLER MODEL 300		The state of the s		1000000000000	
OWNED OR LEASED TRAD				- 1	N/A		N/A	102334VI
2ND VEH. PURC. TF						, Ņ/A	*	
Dealer is not a party to any manufacturer warranties, Warranty terms may be negotiable. Terms agreed to on the								\$10,995.00
purchase contract are final.  WARRANTY & SERVICE CONTRACT INFORMATION Refer to separate document for coverages and exclusions.  Dealer installed options - Has a warranty if X at left.								yu.'
Dealer disclaims implied warranties of merchantability and filness for a particular purpose.					N/A			
AS IS - NO WARRANTY. Unless "Dealership" is checked under Limited Extended Warranty, this vehicle is sold AS IS and the dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.					□ N/A .			
IMPORTANT: Ask for all promises in writing. Spoken promises are difficult to enforce. Warranty terms may be					□ N/A			
`negotlable. Terms agreed to on the purchase contract are final.  Manufacturer Warranty Information (Dealer is not a party to any manufacturer warranty)					Total Dealer Installed Options (Add to Used Price and enter in line a)			
Original Manufacturer Warranty (either new or remaining)					F THE VEHICLE er Retail Price		\$10,995.00	
Expiration: N/A (date) N/A (miles), whichever comes first.  Deductible: N/A Transfer Fee: N/A					ices Fee			
Original Manufacturer Warranty EXPIRED or NOT KNOWN					ount			
Original Manufacturer Warranty CANCELLED due to history							1	\$9,995.00
LIMITED EXTENDED WARRANTY/SERVICE CONTRACT provided b Manufacturer Warranty company N/A Dealership					TRADE ALLOWANCE (See reverse side for lease equity calculation. If			
Duration: N/A (months) N/A (miles), whichever comes first.					quity is negative, add line	e g and 8)		**************************************
Deductible: N/A Transfer Fee: N/A 2. Owned Trade-in Allowance or Net Lease Equity  Percent of retail repair costs to be paid by You: N/A d. Trade Difference (1 - 2)								\$0.00
Warranty term begins on:  N/A  TAXABLE ITEMS PURCHASED WITH THE VI								
OTHER CONDITIONS OF SALE					r N/A		\$0.00	
CUSTOMER OWES DEALER \$2950.00 TO BE PAID NO LATER THAN 02-11-13. FAILURE TO PAY WILL RESULT IN A HOLD ON CUSTOMERS TITLE.					ice Contract			
3. I otal of Taxable Items (e + f							3.	\$0.00
					SALES TAX CALCULATION g. Amount Subject to Sales Tex (1 - 2 + 3) \$9,995.00			
					Tax (g x .05)			
ANTICIPATED DELIVERY DATE:  2/4/2013  Regardless of reason, if the vehicle ordered by the purchaser is not available for delivery within 15 calendar days after the anticipated delivery date, the purchaser may cancel this order and shall, within one business day, receive a full refund of any down payment, and return of trade-in vehicle, or title for trade-in vehicle, or both. If the trade-in is not available, the purchaser shall receive the trade-in allowance. Unless delivery date is otherwise qualified on the purchase contract by the purchaser, if the ordered vehicle becomes available for delivery prior to the stated anticipated delivery date, the dealer licensee may require					nty Tax (g x .005)		\$49.98	
					l/StadiumTax (g x .001)		\$10.00	
					4. Total of Taxable Items (h + i + j)4.  NON-TAXABLE ITEMS PURCHASED WITH THE VEHICLE			
acceptance not less than 21 calendar days after having notified the purchaser of availability of delivery, in which case no penalty shall be assessed for nonacceptance of delivery prior to the stated anticipated					to appear on MV11			
delivery date.				***************************************	Non-Taxable Items (k		5.	\$194.00
This is a Finance Transaction. (Check A. or B.):  Closing scheduled at dealer's office on specified delivery date or as mutually agreed. You are obligated to purphase subject to availability of financian through dealer on terms:					VEHICLE PAYOFF	7		,
					. N/A			14.5-
purchase, subject to availability of financing through dealer, on terms:  A.					Owned Trade-In	6	\$0.00	
able to deliver ve	hicle on these terms.	1111			CASH EQUIVALENTS Down Payment on Or	der	\$7,798.72	
		arranged through creditor of	Your choice		tional Cash Due (Date/		\$0.00	
You must obtain acceptable financing and dealer must receive written notice by (date)							7	\$7,798.72
or this contract is void.  This is a cash transaction. You are obligated to pay the balance due on delivery.  8. Due on Delivery or Balance to Finance (1-2+3+4+5+6-7)							8	\$2,950.00
A service fee is not required by	law, but may be charge	ed to motor vehicle purchasers	or lessees for services related	to compliance	with state and federal laws,	verifications and p	ublic safety, and must be re	asonable.
THE APPRAISAL OF THE TRADE-IN IS BASED ON AN ODOMETER READING OF UP TO N/A MILES/KILOMETERS, AND THE TRADE-IN MAY BE REAPPRAISED IF IT EXCEEDS THIS LIMIT.								
BUYER'S REPRESENTATIONS: This transaction is voldable at the option of the dealer at any time prior to delivery of the purchased vehicle if any of the representations contained on the Buyer's Representations Statement that refers to this contract are untrue. The option to vold this transaction in no way limits or restricts the election of other remedies available to the dealer prior to or after the closing of this transaction and these representations survive the closing of this transaction as to other remedies.								
No oral representations are binding unless written on this form. The document (including the Reverse Side and any document expressly referenced in this agreement) is the entire agreement between You and Dealer, and supersedes any prior agreements and representations, regarding the transactions described above. No modification or waiver of this agreement is enforcable against either party unless agreed to in writing by that party. You will receive a copy of this order.								
As a deterent to purchaser falling to take delivery on the vehicle as herein provided, you agree that if you do not accept delivery, you shall, at dealer's option, forfeit to dealer, as a penalty,								
YOUR SIGNATURE(S)					DATE SIGNED	2/4/2013	TIME SIGNED	A.M. / P.M.
ACCEPTED BY DEALER AUTHORIZED SIGNATURE	OR AUTHORIZED	AGENT			DATE SIGNED	2/4/2013	TIME SIGNED	A.M. / P.M.