

GRANT F. LANGLEY
City Attorney

MIRIAM R. HORWITZ
ADAM B. STEPHENS
MARY L. SCHANNING
JAN A. SMOKOWICZ
Deputy City Attorneys

CITY OF MILWAUKEE

2017 NOV 13 A 9:31

CITY CLERK'S OFFICE
MILWAUKEE
Office of the City Attorney

Milwaukee City Hall Suite 800 • 200 East Wells Street • Milwaukee, Wisconsin 53202-3551
Telephone: 414.286.2601 • TDD: 414.286.2025 • Fax: 414.286.8550

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Assistant City Attorneys

October 25, 2017

CITY OF MILWAUKEE
RECEIVED

2017 NOV 13 AM 9:37

Mr. Fred Taylor
4861 North 65th Street
Milwaukee, WI 53218

RE: C.J. File No. 1029-2017-1984
Communication from Fred Taylor


Dear Mr. Taylor:

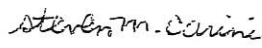
We have received your claim in the amount of \$1,154.06, relating to damage from a loss on September 27, 2017.

Infrastructure Services Division records indicate that Sewer Maintenance has not received any complaints of loose or missing manhole lids in the areas surrounding North 36th Street and North Hopkins Avenue. After receipt of this claim, they checked all the manhole lids and sewer grates in the area. They found that all were secure at that time. There is no evidence that the City was negligent in this matter. As such, the City would not be liable. Therefore, we are denying your claim.

If you wish to appeal this decision, you may do so by sending a written statement requesting a hearing within 21 days of the postmarked date of this letter to the Milwaukee City Clerk, 200 East Wells Street, Room 205, Milwaukee, Wisconsin 53202. Please include a photocopy of this letter's envelope, showing the postmark, and retain the original in the event further proof is needed.

Very truly yours,


GRANT F. LANGLEY
City Attorney


STEVEN M. CARINI
Investigator Adjuter

c: Robert Brooks (Infrastructure)

SMC:mal

I wish to appeal on the grounds that the owner of Buck Auto/Towing located on 4503 N. Hopkins 414-460-3357 street was a witness to the incidence that happen on sept 27 2017 and he is aware of several other people in the area that seen the loose manhole cover laying loose in the street.

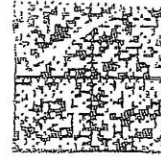
1029-2017-1984:244395




that seen the loose manhole cover laying loose in the street.


CITY OF MILWAUKEE
 Office of the City Attorney
 OFFICE OF THE CITY ATTORNEY
 800 City Hall
 200 East Wells Street
 Milwaukee, Wisconsin 53202-3551

PRESORTED
FIRST CLASS

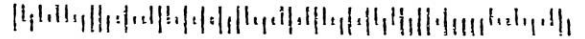


U.S. POSTAGE >> PITNEY

 ZIP 53205 \$ 000.
 02 47
 0000337158 OCT 26

Mr. Fred Taylor
 4861 North 65th Street
 Milwaukee, WI 53218



11-11-2017 10:22



10/3/17

I Fred Taylor,

was driving on September 27, 2017 around 12:00pm near 36th and Hopkins where there was an Man Whole Cover that I ran over. As a result of this cover laying loose in the street I damaged my tire, wheel and hubcap. I also had to replace my wheel sensor due to this matter.

Fred D. Taylor

Thank You

414-975-8787

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OCT 4 - 2017

OFFICE OF
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CITY OF MILWAUKEE
2017 OCT 3 AM 11:03
CITY CLERK'S OFFICE

B&G Auto Service

9105 W Hampton Ave
 Milwaukee, WI 53225
 Shop Phone: (414) 464-7111
 Fax: (414) 464-7120

Invoice

8760
 Estimate Ref #9,755
 Date Printed: 10/02/2017
 Printed Time: 3:08 pm

Hat/Ref:

B&G Auto Service

Time Promised:

TAYLOR, FRED

2009 CHEVROLET SILVERADO 1500 LT V8 4.8L 294CID FI GAS N C

VIN:

License:

Mileage In: 0

Date Written: 10/02/2017

Home:

Work:

Unit #:

Mileage Out: 0

Written By:

Cell:

DOM:

Save Old Parts: No

Job Name	Description	Technician	Qty	List	Extended
Job #1	CONTROL ARM - Replace - Front Suspension - Up...				
Part 25812726	CONTROL ARM - Front Suspension - Upper Control Arm - Right		1.00	195.00	195.00
Part 25812725	CONTROL ARM - Front Suspension - Upper Control Arm - Left		1.00	195.00	195.00
Part 20938121	WHEEL SPEED SENSOR - Rear Speed Sensor		1.00	70.86	70.86
Labor .2	Work Requested - CONTROL ARM - Replace - Front Suspension - Upper Control Arm - Both Sides		2.10	72.00	151.20
Labor .2	Work Requested - WHEEL SPEED SENSOR - Replace - Rear Speed Sensor - One Side		0.40	72.00	28.80
Part PSP	TPMS RR		1.00	78.00	78.00

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Payment Date	Type	Method	Amount
10/2/2017	Credit		759.12
		Payment Totals:	\$759.12

Parts: \$538.86
 Labor: \$180.00
 Sublet: \$0.00
 Misc: \$0.00
 Hazmat: \$0.00
 Supplies: \$0.00

Tax Total: \$40.26
Invoice Total: \$759.12
 Less Paid: 759.12
 Balance Due: \$0.00

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

Authorized By _____ Date _____ Time _____

B&G Auto Service

9105 W Hampton Ave
Milwaukee, WI 53225
Shop Phone: (414) 464-7111
Fax: (414) 464-7120

Invoice

8710
Estimate Ref #9,708
Date Printed: 09/29/2017
Printed Time: 9:16 am

Hat/Ref.

B&G Auto Service

Time Promised:

TAYLOR, FRED

Home: Work: VIN: Mileage In: 0 Date Written: 09/29/2017
Cell: License: Unit #: Mileage Out: 0 Written By:
DOM: Save Old Parts: No

Job Name	Description	Technician	Qty	List	Extended
Job #1	LABOR				
Part USTE	Tires		2.00	117.00	234.00
Labor .2	Work Requested - LABOR		2.00	20.00	40.00
Part USTE	WHEEL		1.00	100.00	100.00

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Payment Date	Type	Method	Amount
9/29/2017	Credit		394.94
		Payment Totals:	\$394.94

Parts: \$334.00
Labor: \$40.00
Sublet: \$0.00
Misc: \$0.00

Hazmat: \$0.00
Supplies: \$0.00

Tax Total: \$20.94
Invoice Total: **\$394.94**
Less Paid: 394.94
Balance Due: **\$0.00**

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

Authorized By _____ Date _____ Time _____

RECEIVED

OCT 4 - 2017

OFFICE OF CITY ATTORNEY

Grube's Towing 6715 W Donges Bay Rd Mequon, WI 53092 (262) 242-9971		Date 9-27-17	Tow Code T1	Time 12:17	Digit 0	Call / PO # 571254	Invoice # 199887	
Name Fred Taylor		Phone Number (414) 95-8787		Location of Keys				
Odom		Vin # 36CEK233896223218						
Year 09	Make / Model Chevy Silverado	Color Gray	Plate JQ6399	State WI	AAA	Allstate	Quest	Uhaul
Breakdown 4458 N. Hopkins	City Milwaukee		City	PD	Geico	Daves		
Destination		Impound Date In		Impound Date Out				
Reason for Tow no tow	Spec. Equip. Needed N/A	Type of Tow flatbed	Mileage	Time OL		Impound release requirements: Proof of ownership, proof of insurance & current driver's license		
		Enroute						
		Loaded						
Description of Work no tow Change flat		Comments		Towing				
				Mileage				
				Subtotal				
				Tax				
				Storage				
				Total				
<p>Terms & Conditions: In consideration of the towing and other services ("Services") to be provided by Grube's Towing and Repair ("Grube's") the undersigned acknowledges and agrees to the following</p> <p>I represent that I am the owner of the vehicle as to which the Services shall be performed, or have obtained permission from such owner (or any other owners, as applicable) to execute this agreement on their behalf. I understand that Grube's will not be responsible for any loss or damage to the vehicle to the extent due to causes beyond the control of Grube's, including but not limited to fire, theft, damage due to lockouts or damage due to winchouts, nor shall Grube's be responsible for any damages to the extent arising from Grube's performance of the Services in a non-negligent manner. In addition to and without limiting the foregoing I understand that Grube's will not be responsible for any damages caused by or due to any alteration of the vehicle from manufacturer's standards, such as by accessories that have been installed in or on the vehicle. I understand that in some situations, towing and/or movement of a vehicle cannot be performed without damaging the vehicle, such as when a vehicle is extricated from an accident scene or winched out or loading vehicles onto a standard flatbed where OEM tie down points make it impossible to load without bumper touching chains or scraping the flatbed. Nor shall Grube's be responsible for attaching to OEM tie down points where the flatbed cable would scratch, break or rub lower bumpers, air dams, plastic shrouds, etc. I, on behalf of myself as well as any other owner of the vehicle, as applicable, knowingly and freely assume any risk of any damages or losses, both known and unknown, which may arise in such situations, and Grube's will have no responsibility for the same. I understand that Grube's will have no responsibility for damages or losses in any way to the extent such losses or damages would necessarily occur as a result of performance of industry-standard towing techniques. Upon the completion of a tow, Grube's will position the vehicle as reasonably determined by Grube's representative. I understand that if I require additional movement or manipulation of a vehicle, Grube's STANDARD PROCEDURE is to place vehicle/equipment within a public street or alley. I will be responsible for, and will assume any risk of, any damages or losses arising from any additional movement or manipulation. Grube's will have no responsibility for any such damages or losses I, for myself and any other owner of the vehicle, as applicable, hereby release and hold harmless Grube's, its affiliates, officers, members, agents, employees, representatives and sponsoring agencies from and against any and all claims, injuries, liabilities or damages to the extent Grube's is not responsible for the same under the terms above.</p>								
I agree to terms and conditions by signing below				Payment Method				
X <u>Fred Taylor</u>		Initial X		Credit Card		Cash		
Do not drive on spare tire more than 50 miles at max of 50 mph. Retorque wheel in 25 miles.		Keys Left Y N Radio Y N		Auth. #		Account		
Driver				Account		Check		

