

CITY OF MILWAUKEE

2009 NOV 30 AM 10:07

RONALD D. LEONHARDT
CITY CLERK

City Hall
200 East wells Street
Room 301-B
Milwaukee, WI 53202

(Re: TOW # 1398682, Hearing 090845)

Angela M. Lopez
2038 S. 30th street
Milwaukee, WI 53215

November 23, 2009

Dear Judiciary & Legislation Committee,

I am writing to you, having just watched the online live webcast of today's hearing, which I regrettably did not attend and thought I could have participated online via the webcast. This is my first time pursuing such a matter as this one. I had received the notice, on November 6, 2009, that I was invited to hear the committee discuss my claim regarding damage to my car and that I could log on to www.milwaukee.gov/channel25.

Today, I set up my web cam and logged on at 1:30pm, listened and stayed online until my case was called, and regrettably dismissed. I could not find any way to make the committee see that I was present virtually.

I did, however, review the documents on hand at the hearing, including my most recent correspondence, regarding the costs of the additional repairs to my car, posted November 13, 2009. I had checked this site for my documents several days in advance and thought by my letters being available on the city website, they would be read by the committee at today's (webcast) hearing. They were not because I was not there.

I wish to pursue this case, and request a chance at a new hearing.

I hold my grounds to discuss this matter with the Committee because they need to know that the contracted tow company had taken possession of my car for several days, and kept it, despite and my father and I had come and paid the \$95.00 tow fee; they drove it, and returned it to me at a public library, three days later, and not by a tow truck. They had argued with me over the telephone as to how to fix my car with junkyard parts, and even tried to get me to come to their remote storage lot on N. Teutonia and pay them extra storage fees.

I want the city and the Judiciary & Legislation Committee to know that since the negligent tow, my car is not the same: it doesn't drive the same; it has had front end steering problems that were addressed on 11/2/2009 and incurred additional costs. The speakers are blown, and do not sound the same. I wish to replace them. The spoiler has a nick crack in it and I wish to repair it. I hereby ask for \$796.34 to fix the damages caused by FAH Towing from April 2-5, 2009

I appreciate your time and effort in resolving this issue; I hope we can arrive at a reasonable solution through my clarification of the circumstances surrounding this claim.

Sincerely yours,

Angela M. Lopez

Email angelalagitana@yahoo.com

City Hall
200 East wells Street
Room 301-B
Milwaukee, WI 53202

(Re: TOW # 1398682)

Angela M. Lopez
2038 S. 30th street
Milwaukee, WI 53215

November 2, 2009

Dear Judiciary & Legislation Committee,

I am enclosing a copy of the receipt to repair my car, of additional damages that resulted from the contracted tow company having mishandled my car during a tow on 4/2/09, and keeping it from me for three days while they replaced damaged parts without my permission.

On 4/2/09-4/5/09 Fah Towing and Storage, had damaged my car and apparently drove it for three days, without my permission, and after arguing with me about where and how to repair it. They drove and returned the car to me at a public library and did not even mark any numbers on my car (never made it to the city tow lot?).

The tow lot employees had taken my keys and would not show me my damaged car because the gate was closed (where they alleged my car was). I asked to see the damages to my car, and they said it was too late. They said "the towing company damaged the axel and wheel pole". My father was present as a witness to this.

Previously, I had asked the city to seek reimbursement for the lesser of two combined estimates, with the least expensive speakers and a refund of the tow, which totals \$606.08; then I reviewed the information regarding the waived ticket and tow, and the amount I was asking was corrected to be \$551.08.

The city attorney had waived the parking ticket and advised me to write letters to the city to get reimbursed for the damages as well as missing my car for three days, and did not explain that I was not entitled to a refund of the tow (I had requested a refund of the tow in my initial complaint on the grounds that my car did not make it to the tow lot where I had paid \$95.00; instead FAH Towing and Storage had kept my car for three days, and did what ever they wanted to it.

Within my rights, I had requested reimbursement to replace the blown speakers, to fix the spoiler and for a rental car for three days, a total of \$551.08.

Since the tow, my car has damaged front swaybar kinks (characteristic of front end steering and tire pole damage), and uncommon for low mileage, which I had to have fixed on 11/2/09. Including the additional cost to repair my car, which \$245.26 is itemized on the enclosed receipt, I hereby ask a total amount of \$796.34 to fix the damages caused by FAH Towing.

Please be sure to correct the amount when my claim (090845) is heard on November 23, 2009 by you, the Judiciary & Legislation Committee.

I appreciate your time and effort in resolving this issue; I hope we can arrive at an immediate solution through my clarification of the circumstances surrounding this claim.

Sincerely yours,

Angela M. Lopez