

Notice Of Property Damages

My name is Sean McDaniel I am the home owner at 3307 North Buffum Street. I am seeking relief from property damages that were sustained to my home and perimeter fence approximately February 2022. There was no attempt to reach out to me about my crushed fence, dislodged porch and gutter debris when a large tree was dropped on my home by city workers/contractors in an attempt to clear the trees from an adjacent city plot of land. My tenant happened to capture the incident on video shortly after the impact shook the whole house. I didnt have any information and no attempt was made to reach me so I contacted my alderwoman's office.

I was directed to a city claims line(?) and this is where things got complicated. They provided no info to me and in fact, were asking me what company was responsible for the tree cutting, the very same information I was calling to ask them. Needless to say I recieved no informational assistance at all regarding the matter. I was told my only option was fill out a claim and I needed to get two seperate estimates of the damages in order for them to accept it. There are not a lot of inner city fencing and landscaping companies and the ones I reached out some were reluctant to come to the Harambee neighborhood just to do an estimate, others were flat out discriminatory. Wisconsin Fence came out and refused to give me an actual copy of the written estimate unless I paid them 1,500.00 dollars just for the piece of paper. I had a few people say they would come and just ghost me or keep rescheduling.

My older sister who is also a homeowner just recently had her fence replaced and was able to get me an appointment with the guy who is a member of her church. It took a

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while but I was finally able to get the estimates I needed, but well outside of the 180 day limit from the day of the incident as stated on the claim sheet. However I do not feel that coming out of the pandemic in 2022 it wasnt simple to get special services as it is today and given the fact I was given no help or information I did everything I could as a citizen seeking relief in the manner I was told I needed to.

This letter included the estimates of both the cost of the fence and the recently repaired area of my house that the tree struck and compromised. The work on my house was done through the compliance loan program. I am generously asking for only half of the cost of the loan amount of my porch repairs which were almost nullified by the impact of the tree, and the full amount for the fence replacement and clean up from all the debris left along my property line.

The debris must be removed before the fencing can be replaced. The fence was one long unit so the whole fence has to be replaced its not possible to do a section. There were internal home damages including a shower pole dislodged from the impact and a large crack forming in the corner of the room where the house was struck and porch knocked loose. \$25,275.00 is what I am trying to recover for the total repairs that need to be done. The question is can I still file a claim with the city or do I take this case straight to small claims court (or large claims?) I have been trying to resolve this incident for a few years now between the pandemic and milwaukee area code politics I am just now getting my footing. Hopefully the city, my city, the City of Milwaukee can help me get the relief I deserve.

Respectfully,

Sean M. McDaniel

(414) 795-2238

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DEFERRED PAYMENT LOAN AGREEMENT Compliance Loan Program

GH 3/15/2019, CAO Doc 257793
Prolaw No. 1053-2019-360

This Deferred Payment Loan Agreement ("Loan Agreement") is between the below-referenced Owner (whether one or more, "Owner") and the City of Milwaukee ("City"), and is for good and valuable consideration, receipt and sufficiency of which are acknowledged.

Owner 1: Sean McDaniel and Owner 2: _____

Property Address: 3307 N Buffum Street, Milwaukee WI 53212

If there is more than one Owner, identify how Owners hold title (e.g. as joint tenants, as survivorship marital property, as husband and wife, etc.): _____

Total Loan Amount (prior to change order): \$15,000

Total Loan Amount (after change order): _____

1. **Owner Representations to City.** Owner warrants and represents to City as follows:

- A. Owner owns the above-referenced property in Milwaukee (the "Property"). The Property is an owner-occupied residential parcel, occupied by Owner.
- B. The City Department of Neighborhood Services ("DNS") has identified observable code violations regarding the Property under Milwaukee Code of Ordinances ("MCO") 200-12, or 200-12.5, or Ch. 275 (whether one or more, the "Code Violations"). If DNS has issued an Order (whether one or more, the "DNS Order"), identify the Order Number(s): ORD-19-21860.
- C. Owner has a total household income at or below 60% of the Area Median Income ("AMI") as AMI is determined annually by the U.S. Department of Housing and Urban Development.
- D. Owner is financially unable to timely correct the Code Violations.
- E. Owner is current on property taxes against the Property and against any other property owned by Owner in the City, or is on a City-approved payment plan and making required payments.
- F. City does not have an outstanding judgment against Owner.
- G. Owner is current on the repayment of any existing mortgage on the Property, and the Property is not in mortgage or tax foreclosure.
- H. Owner is not in an active bankruptcy or receivership action in State or Federal Court.
- I. Owner wishes to participate in the Compliance Loan Program authorized by City Common Council File 130940 and File 181060 (the "Program") and meets the eligibility requirements for participation in the Program.

2. Owner Allows City to Correct Code Violations.

A. **Not to Exceed.** City, by its DNS, has determined that the cost to correct the Code Violations will not exceed \$15,000 as per File 181060.

B. **Work; Estimate.** City has obtained an estimate from East Side Contractors ("City Contractor") to do the work (the "Work") required to correct the Code Violations.

C. **Entry.** Owner hereby allows City, and its employees, agents and contractors (including City Contractor), right to enter the Property to undertake and complete the Work to correct the Code Violations. Owner understands that this right to enter is critical, and that failure to allow entry as needed is a material breach of this Agreement allowing City right to terminate this Agreement and the right to not perform or finish Work, and/or the right to declare any Loan Amount and monies already expended by City for Work immediately due and payable. Owner shall ensure that the area needed for Work is clear of personal property. Owner shall ensure that any animals are duly secured and prevented from entry into the Work area during any entry by or on behalf of City.

D. **Work Direction.** The Work shall be at the direction and discretion of DNS, and shall be limited to correction of the Code Violations.

E. **Limited Scope of Work.** City shall not have any duty to, nor will City, do any other work, or make any other repairs or corrections, other than the Work.

3. **Loan.** Owner acknowledges that, but for this Loan Agreement, Owner would have the duty, not City, to do the Work, and that Owner would have the duty, not City, to correct the Code Violations and to comply with any DNS Order. While City will pay the City Contractor to do the Work, Owner and City agree that the City payment for the Work is a loan from City to Owner (the "Loan"), that Owner is obligated to pay to City, on the terms and conditions contained herein – which Loan the City would not have made to Owner without this Loan Agreement.

The "Loan Amount" and Loan from City to Owner equals:

A. City or City Contractor's estimate of \$16,800 to do the Work;

PLUS

B. \$125 as a City administrative fee, as per File 130940 and File 181060.

PLUS

C. Any change order duly approved by City after the date of this Loan Agreement – provided, however: (i) City shall use good faith efforts to avoid change orders; (ii) change orders must, in City's discretion, be deemed necessary to properly complete the Work; (iii) any change order exceeding \$500 (as a single change order or in the aggregate) requires Owner's consent to proceed and Owner's consent to add the change-order amount to the Loan, which consent shall be in the form of Owner initials in the table below, and which shall not be unreasonably withheld, conditioned or denied; (iv) City shall provide Owner with prompt written notice (by U.S. mail sent to the Property) of any change order, which notice shall include a copy of this signed Loan Agreement with the appropriate row in the table below completed by City.

MINUS

D. Funds provided by the owner, Sean McDaniel in the amount of \$1,925.

TOTAL LOAN AMOUNT (prior to change order): \$15,000.

Sign and Approve



Finance Your Home Project

PAYMENTS STARTING FROM

\$257/month

Get Started

Checking rates won't affect credit score



ESTIMATE

Best Right Property Solutions, LLC

Estimate #

38

3024 W 14th St

Date

03/10/2024

Waukegan, WI 53210

Phone: (414) 614-3130 (tel: (414) 614-3130)

Email: 7951231@gmail.com (mailto: getitrightps@gmail.com)

Description

Fence Replacement

Demo existing fence, trees and brush, along front, north, back and south side of house. Leaving current fence erected on south side of yard behind trees

Dig/set approximately 46 posts to replace fencing with a privacy fence

Install approximately 200 linear feet of new fencing and 4 gate openings (2 for driveway)

Remove/dispose old fence, tree and brush materials from property

Estimated Material Cost - \$6710

Labor cost - \$9600

Subtotal	\$16,310.00
Total	\$16,310.00
Deposit Due	\$8,155.00

Notes:

50% (\$8,155) is due before work is to begin, with another 25% (\$4,077.50) due once half of the work is done, and the final 25% upon completion of the work. Half the work may be considered as completing the demolition of the current fence and surrounding trees, bushes and shrubs, digging holes and setting posts.

By signing this document, the customer agrees to the services and conditions outlined in this document.

Get It Right Property Solutions, LLC

Shawn McDaniel

Estimate

Premium Solutions , 44th St, Brown Deer WI, United States

FOR

Shawn McDaniel
3307 N Buffum St
Milwaukee WI
United States

Estimate No.: **102**
Issue date: **Mar 15, 2024**
Valid until: **Apr 15, 2024**

Estimate No.: 102	Issue date: Mar 15, 2024	Valid until: Apr 15, 2024	Total due \$17,250.50
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Description	Quantity	Unit price (\$)	Amount (\$)
Privacy Fence Install Remove existing fence and rubbish around it Set posts for privacy fencing install Install privacy fence panel around entire yard Remove any trees within the fence line Install four gates	1	17,250.50	17,250.50
Total (USD):			\$17,250.50

Issued by, signature:

