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FEB 11 2016

OFFICE OF
CITY ATTORNEY

02-11-16

Q Eddie Tisdale would
like to appeal the decision made
by the City attorney.

Eddie Tisdale
116 E. Auer Ave
Milwaukee, WI 53212

Eddie.Tisdale@yahoo.com

CITY OF MILWAUKEE

2016 FEB 11 P 12:37

CITY CLERK'S OFFICE

893.80 Claims against governmental bodies or officers, agents or employes; notice of injury; limitation of damages and suits. (1) Except as provided in subs. (1g), (1m), (1p) and (8), no action may be brought or maintained against any volunteer fire company organized under ch. 213, political corporation, governmental subdivision or agency thereof nor against any officer, official, agent or employe of the corporation, subdivision or agency for acts done in their official capacity or in the course of their agency or employment upon a claim or cause of action unless:

(a) Within 120 days after the happening of the event giving rise to the claim, written notice of the circumstances of the claim signed by the party, agent or attorney is served on the volunteer fire company, political corporation, governmental subdivision or agency and on the officer, official, agent or employe under s. 801.11. Failure to give the requisite notice shall not bar action on the claim if the fire company, corporation, subdivision or agency had actual notice of the claim and the claimant shows to the satisfaction of the court that the delay or failure to give the requisite notice has not been prejudicial to the defendant fire company, corporation, subdivision or agency or to the defendant officer, official, agent or employe; and

(b) A claim containing the address of the claimant and an itemized statement of the relief sought is presented to the appropriate clerk or person who performs the duties of a clerk or secretary for the defendant fire company, corporation, subdivision or agency and the claim is disallowed.

To File A CLAIM with The **CITY OF MILWAUKEE:**

You will need the following information

DATE of Incident JUNE 9 2015 (TUESDAY)

"City" Vehicle Number 32553

Milwaukee Lifts & Ramps, LLC
 5717 N. 79th Street
 Milwaukee, WI 53218
 (414) 739-0309

Date
September 5, 2016

Name / Address
Mr./Ms. <i>Eddie Tisdale</i> Lucille Tisdale
Job Address: 116 E Auer Ave Milwaukee, Wisconsin 53212

414 218-8530

Project— Replace fascia and soffit boards, and paint. Paint replacement boards. Mount seamless gutters to garage all sides with two down spouts.

Description	Required	Total
Material: seamless gutters, fascia boards 1x8 as required, paint, clips.		
Total Estimate		\$4200.00

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 2015 SEP - 8 PM 12: 05
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Conditions:

- This estimate is good for 30 days from the date above.
- All materials guaranteed as specified above.
- Any alterations/ deviations from above-specifications involving extra costs will be agreed upon in verbal and written orders and will become an extra charge over and above this estimate.
- A 50% payment (\$2100.00) would be due at the time of acceptance, with the remaining 50% (\$2100.00) due on the day of completion.
- Make Check/Money order payable to Michael D. Brown

The above prices and specifications are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated. I represent that I am the legal owner of the premises on which labor and materials are to be performed.

Accepted by: _____
 Date of Acceptance: _____

Respectfully Submitted by:
Michael D. Brown

Note: This proposal may be withdrawn if not accepted within 20 days.

Hines & Forbes Remodeling
Property Maintenance Repair Services LLC

P.O. Box 90705
Milwaukee, WI 53209
414-400-8535
Hinesandforbes remodel@gmail.com

Date: 07/08/2015
BID # 4053
Expiration Date: 9/8/2015

To Eddie Tisdale
116 E. Auer AVE
Milwaukee, WI 53212

LIC# HICN 0198224

INSPECTION:

- Pre-work inspection has been completed with Hines & Forbes Remodeling owner's representatives.
- Pre-work inspection has been submitted to Hines & Forbes Remodeling approval of details.

MATERIAL HANDLING:

- Set up required safety equipment at site needed to comply with OSHA construction guidelines.

SCOPE OF WORK:

- Remove all old and damage shingles to inspect wood decking. Also, wood sheeting needs to be inspected to make sure that it is attached to the roof rafters the right way.
- Install new Drip Edge and ice and water shield, Roofing felt and new Roofing Shingles.
- Remove Damage Fascia and Soffits around the garage.
- Install new wood Fascia and Soffits around the garage.
- Remove Damage Vinyl siding and gutters around the garage.
- Install new Vinyl siding and gutters around the garage.

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JOB COMPLETION:

- Clean up project work area and dispose of debris.
- Inspection of completed work with Hines & Forbes Remodeling and owner representatives.

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Labor & materials

Project total: =\$4,800.00

Submitted by: Thomas Hines _____

Approved by: _____

Signed by: _____ Date: _____

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Terms and Conditions

- Start date, shall be deemed approximate and shall be subject to delays caused by weather, acts of God, fires or other reasons not under the control of Hines & Forbes Remodeling including availability of materials. Customer agrees to obtain all permits required for described work.
- Hines & Forbes Remodeling agrees that we will perform this contract with customary industry practices. The customer agrees that any adjustment shall not be caused for failure to make payment of the full purchase price.

Payment:

1/3 on approval

1/3 on start

1/3 on completion

- As required by the Wisconsin construction Lien Law, builder hereby notifies owner that companies furnishing materials or labor for the construction on owner's land may have lien rights on owner's land and buildings if they are not paid. Those entitled to Lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within thirty (30) days after they first furnish materials or labor for the construction.
- Owner will receive notices from those who furnish materials or labor for the construction, and should give a copy of each to your mortgage lender, if any. Contractor agrees to cooperate with owner / owner's lender, if any, to make sure all lien claimants are paid.
- Any delays in payment shall be subject to interest rates of 15% per annum and in no event higher than rates provided by law. If seller is engaged in the service of an attorney or collection agency, the Purchaser agrees to reimburse the Seller for any amounts spent in order to collect the unpaid balance.
- This agreement sets forth the entire agreement between the parties. Any and all warranties, agreements or verbal representations made are superseded by this agreement. All changes in the agreement shall be made by separate document.
- Any delays in the project should immediately be brought to the attention of the on-site management team.

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