

August 31, 2018

City of Milwaukee
Attn.: Office of the City Attorney
200 E. Wells Street, Suite 800
Milwaukee, WI 53202-3551

RE: C.I. File No. 1068-2018-1419
Communication from Eula Edwards

Dear Attorney Langley:

I am requesting a hearing in regard to the above reference matter. I do not agree with your assessment that the City of Milwaukee is not responsible for the damages to my gutter and fence. In your letter you acknowledged that the city of Milwaukee had wind gusts reaching 46 mph and as a result of those wind gusts, the City's tree branches broke hitting my property. Therefore, the City of Milwaukee/Forestry Section of the City is responsible for the damages. The Forestry Section of the City came out in 2015 regarding the same tree and they should have cut the tree down at that time because it was rotting and had broken branches at that time. This could have been prevented if they had taken the proper steps in 2015 to correct the problem.

I sent in three estimates for the necessary repairs to my gutter and fence and the amount your office quoted in your letter dated August 9, 2018 only acknowledge the amount to fix the fence and not the gutter. The total cost to fix the property damage, based on my estimates, is between \$758.00 and \$1,695.00. I am again enclosing the estimates for the damages to my property in this letter along with a copy of the letter your office sent me.

Thank you for your attention.

Sincerely,

Eula Edwards

Eula Edwards
enclosures

SNIDER PAINTING & SERVICES

*"Good old fashioned
customer service"*

414-964-7552 Phone

414-964-7626 Fax

www.sniderpainting.com

***Proudly Serving the metro-Milwaukee area since
1971***

Thank you for asking Snider Painting & Services to bid on your work. We are a Milwaukee owned and operated family business. Please read the enclosed bid carefully. Only the work mentioned and the areas defined in the contract are included. If you have any questions about your estimate, please phone the estimator listed on the last page of your contract.

- We will treat your house like it is our own.
- We maintain full and complete Workmen's Compensation insurance on ALL of our employees and general liability insurance on ALL projects.
- We strongly recommend you ask all contractors for copies of their Workmen's Compensation insurance policies. It is for your protection from injury claims resulting from accidents on your project.
- We employ only full-time, trained and skilled workers.
- We clean up like a professional contractor after your job is completed.

Please visit our website at www.sniderpainting.com

for complete
information on our company.



Exterior Painting
Interior Painting

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Carpentry
Remodeling
Flooring

3901 N. 1st Street * Milwaukee, WI 53212 * (414) 964-7552 * Fax (414) 964-7626
www.SniderPainting.com

June 15th, 2018

Eula J. Edwards

3641 N. 21st St.

Milwaukee WI 53206

Contact Person: Gracie Edwards

Work Phone # 278-7722 ext. 3088

Job # 20714

PROPOSAL

Snider & Co. herein proposes to furnish all Supervision, Labor, Equipment and Materials necessary to complete the following project.

Note:

We Ask That All Owners Remove All Removable Items From Work Areas & Surfaces Prior To Project Start. Thank You In Advance.

Exterior Work Surfaces Included On Home & Fence:

Home...One (1) Damaged/Broken North Facing Gutter Line Only

Fence...One (1) Damaged/Broken North Chain Link Fence Gate Only

Surfaces Not Included:

Anything Not Mentioned In Work Included



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

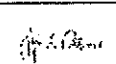
PRODUCER David Insurance Agency 1300 S Green Bay Road Racine WI 53405		CONTACT NAME: Kathleen Ghibskil PHONE (A/C No., Ext.): (262) 636-1860 FAX (A/C No.): (262) 636-1866 EMAIL ADDRESS: kghibskil@davidinsurance.com	
INSURED Orlander & Company, Inc. 3901 N 1st St. Milwaukee WI 53212		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Ins. Co. (5350) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES: CERTIFICATE NUMBER: 2018-15 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ADDL. INSD	FORM NO.	REV.	POLICY NO.	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER				2050589	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CyberOne \$ 50,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				2050589	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE				2050589	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYER OR PARTNER/EXECUTIVE OFFICER/BOARD MEMBER EXCLUDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, describe on the DESCRIPTION OF OPERATIONS below				2050590	02/01/2018	02/01/2019	<input checked="" type="checkbox"/> BEN. STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

Work Description For One (1) Damaged/Broken North Gutter Line:

To remove and discard one (1) North gutter line

To install new white in color same size aluminum seamless gutter & attaching it to existing downspout

Work Description For One (1) Damaged/Broken Chain Link Fence Gate:

To remove and discard damaged/broken gate – to supply new closely matching chain link fence gate & install

Work Described For One (1) Damaged/Broken North Gutter Line & One (1) Damaged/Broken North Chain Link Fence Gate To Be Accomplished For The Total Sum Of...\$1,695.00

Other:

- All labor standard of the trade.
- All materials top line manufacturer's best quality.

Normal Bid Payment Schedule

1/3 deposit is required on or before the 1st day of work. Balance due 10 days upon completion.

WISCONSIN REQUIRED CONTRACTOR DISCLOSURES

1. Seller reserves the right to use sub-contractors as deemed necessary.
2. This provision constitutes our written notice to the Buyer that we will utilize our rights under the Wisconsin lien laws in the event of non-payment for any reason.
3. Buyer agrees to hold seller harmless from any damages sustained by anyone due to Buyer, its agent, employees using Sellers equipment without written authorization.
4. We will be responsible for repair caused by our defective workmanship. Repair or damage caused by any others will not be our responsibility.
5. We do not guarantee crack repair due to its underlying causes.

6. Any claims, for which payment is being withheld, must be made to this office in writing by certified mail within 30 days of the date of our original invoice. After 30 days, Buyer agrees to accept all work performed as complete & satisfactory, agrees to accept all invoices as correct & surrenders all rights to claim defective workmanship or question invoice preparation.

7. Time & materials contracts will be billed upon total man hours of work including pickup & delivery charges as necessary & the full retail cost of all materials provided. These charges will be based upon man hours as recorded daily by our workmen. Ballpark estimates of time & materials projects final costs are pure guesses & nothing more & shall NOT limit the actual time & materials supplied charges.

8. Interest @ the rate of 1.5% per month will be charged on any account balance 30 days past the date of the original invoice.

9. **Customer's right to cancel:** Seller or Buyer may cancel this contract up to & including the 1st day of work, by oral or written notice.

10. **Right to cure:** Buyer agrees to allow Seller to cure any defect or uncompleted work per the contract. Buyer to notify Seller in writing by certified mail of any defect or uncompleted work within 30 days of the date of our original invoice & allow 30 days for such action by Seller to occur. Buyer's failure to allow Seller the Right to Cure defect or uncompleted work shall relieve Seller of all responsibilities for such defect or uncompleted work, obligating Buyer to all sums due & owing to Seller under this contract.

11. **Wisconsin Consumer Protection laws:** are covered by Wisconsin Dept. of Agriculture, Trade & Consumer Protection under section ATCP 110. This section states the rights & obligations of the Buyer & Seller. We recommend that all customers access this **important** information on the internet & contact our office with any questions regarding ATCP 110.

12. With respect to "time periods" for starting & completing our work, exterior & interior projects will be scheduled by the estimator with the Customer. Exterior starting & completion dates are impacted by weather & will vary greatly. Interior projects will generally start on time as per arrangement between buyer & seller with completion generally following on consecutive days. **Please contact our office with any scheduling questions.**

13. Our business insurance information is supplied with every estimate. If you would like a copy, please contact our office.

14. Buyer may request Lien Waivers for their project by contacting our office.

15. **Repair or remediation of hidden damage or conditions such as unstable coatings** not visible at the time of our physical visit to the jobsite for the purpose of preparing our estimate are not included in our estimates. Hidden damage or existing conditions beyond our visual inspection will be brought to the attention of the Buyer & will not be corrected without Buyer's written acceptance of additional

16) ONLY THE WORK SPECIFICALLY MENTIONED IS INCLUDED,
PLEASE CAREFULLY READ AND UNDERSTAND YOUR CONTRACT.
ALL QUESTIONS SHOULD BE ADDRESSED PRIOR TO SIGNING THE
CONTRACT.

If you would like us to complete your project, please sign one of the enclosed copies and fax or mail to us as soon as possible. As soon as we receive your signed copy, our scheduler will call you with a start date. No work will be started without a signed contract.

Accepted By

Respectfully Submitted
Snider & Co., Inc.

Date

Estimator
Jaime Garcia
jaime@sniderandcompany.com

Thank you for giving me the opportunity to estimate your project. Any questions please call.

For complete information about our company, please visit our [website @ Sniderpainting.com](http://Sniderpainting.com).



A Custom To, LLC

Roofing, Siding, Windows, Gutters, Attic Insulation & Venting Solutions

Proposal

Customer	Eula Edwards	Date	06-25-18
Address	3641 N. 21 st St.	Roof	No
City/ST	Milwaukee, WI.	Gutters	Northside Only
Phone	414-344-5131	Other	No
Fax	N/A	Section	Northside Only
Attention	gle@legalaction.org	Inspector	Keith

Scope of Work:

HD .032 Seamless Gutters and HD Downspouts on Northside Only:

- Tear off existing gutter(s) and downspout disposing of all debris into dumpster provided by contractor.
- Install new heavy duty factory painted aluminum metal seamless .032 gauge 5" K-style gutters in place of old.
- Install new heavy duty drops and end caps.
- Caulk all end caps and drops with all-purpose gutter sealant.
- Install new heavy duty factory painted aluminum metal 4"x3" down spout in place of old and also small downspout that ties in from front porch.
- Downspouts installed using aluminum zip screws and bands colored to match spouts.
- Install new aluminum metal gutter brackets and gutter screws every two feet as needed.

\$758.00

Price: Includes Material & Labor

As Listed Above.

Please initial by any work you wish to have performed.

Payable upon completion of work.

Please read terms and agreement section before signing proposal.

Warranty Information:

- *All work specified above comes with a 5 year craftsmanship warranty starting on date of works completion.*

Terms & Conditions:

1. This Proposal may be withdrawn by us if not accepted within 30 days.
2. All disputes hereunder shall be resolved by binding arbitration with the BBB in



A Custom To, LLC

Roofing, Siding, Windows, Gutters, Attic Insulation & Venting Solutions

Proposal

- accordance with rules of the American Arbitration Association.
3. If any mold is present it is the responsibility of the owner to have the mold remediated by a professional. If mold is not removed it may come back. ACT LLC is not responsible for existing mold problems.
 4. Signee agrees that proposal is payable upon completion of work unless other plans have been made and have been specified in writing under this section.
 5. Signee agrees with and acknowledges that we ACT LLC reserve the right to place any job not paid within 30 days after completion without notice to collections and/or we reserve the right to file both material and labor liens.

Acceptance of Proposal: Office# 414.376.5568

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein. Please fax signed proposal to 414.585.9990 or send proposal to A Custom To LLC, 1640 S. 83rd St., West Allis WI. 53214.

Print Name: _____

Customer's Signature: _____

Date Accepted: _____

Title: _____



CUSTOM WORK FOR QUALITY MINDED PEOPLE
AT AFFORDABLE PRICES

Qualitywork@actesllc.com



A Custom To, LLC

Roofing, Siding, Windows, Gutters, Attic Insulation & Venting Solutions

Proposal

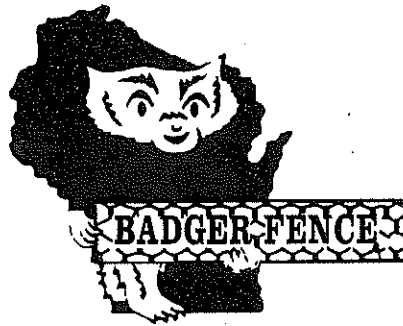
Check out our remodeling tools at www.actesllc.com and create your project today.

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Hotch 218-4960

NORTH (414) 466-7510
 SOUTH (414) 383-5060
 FAX (414) 466-1202

WOOD
 VINYL
 ORNAMENTAL
 CHAIN LINK



101 EAST ABERT PLACE
 MILWAUKEE, WI 53212

RESIDENTIAL
 COMMERCIAL

"SINCE 1945"
 LICENSED • BONDED • INSURED
PROPOSAL



SUBMITTED TO:		PERFORMED AT:	
NAME <i>Eula Edwards</i>			
ADDRESS <i>3641 N 21st</i>		<i>SANT</i>	
CITY <i>Milwaukee</i> STATE <i>WI</i>			
PHONE <i>800-7105</i>	ALTERNATE		

BADGER TO FURNISH ALL LABOR AND MATERIALS FOR THE INSTALLATION OF FENCE DESCRIBED BELOW.
 ATTENTION: CUSTOMER RESPONSIBLE FOR LOT LINES, DIRT REMOVAL, AND ANYTHING UNDERGROUND NOT MARKED BY DIGGER'S HOTLINE PERMITS BY CUSTOMER UNLESS SPECIFIED. BADGER FENCE DOES NOT INVOICE FOR BALANCE. PLEASE PAY FROM PROPOSAL.
 ADD 3% FOR CREDIT CARD PAYMENTS

* ANY LANDSCAPING IN THE PROPOSED FENCE LINE MUST BE COMPLETED PRIOR TO POST INSTALLATION *

PLEASE INITIAL _____

WOOD STYLE		LINEAL FT.	PVC STYLE		COLOR
HT.	SOLID	SPACED	LINEAL FT.	HT.	GATES
POST STYLE	GATES	SIZE	GATE SIZE	POST CAP STYLE	
POST SIZE	GATE POST SIZE		POST SIZE	GATE POST SIZE	
ORNAMENTAL STYLE		COLOR	CHAIN LINK	COLOR	LINEAL FT.
LINEAL FT.	HT.	GATES	GAUGE	MESH	HT.
GATE POST SIZE	GATE SIZE		LINE POST SIZE	TERMINAL POST	
					TERMINAL POST SIZE

RECEIVED
OFFICE OF CITY ATTORNEY

SEP 4 - 2018

10:20 AM/PM

EDWARDS, E
3641 N 21ST
MILWAUKEE, WI 53206

CITY OF MILWAUKEE
2010 AUG 31 AM 11:44
CITY CLERK'S OFFICE

CITY OF MILWAUKEE
OFFICE OF THE CITY ATTORNEY
200 EAST WELLS ST
MILWAUKEE, WI 53202-3551

June 25, 2018

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

RECEIVED
OFFICE OF CITY ATTORNEY

JUN 27 2018

3:02 AM (P.M.)

June 25, 2018

NOTICE OF CLAIM

Dear Sir/Madam:

My name is Eula Edwards, and I'm a resident of Milwaukee, Wisconsin. I reside at 3641 N. 21st Street, Milwaukee, WI 53206. On April 14, 2018 a wind storm damaged the tree on the North side of my property in which the tree fell onto the house gutter & also on to my gated fence.

I believe that the City is responsible for the damages to my house gutter & gated fence. I'm enclosing 2 estimates of the damage that was done to my property. If you need more information or need to speak with me, I can be reached at the following phone # 414-800-7105.

Thanks for your time and consideration to this matter.

Sincerely,

Eula Edwards

Eula Edwards
3641 N. 21st St.,
Milwaukee, WI 53206
414-800-7105

CITY OF MILWAUKEE
2018 JUN 26 PM 12:32
CITY CLERK'S OFFICE

Qualitywork@actesllc.com

JUN 27 2018



A Custom To, LLC

3:00 A.M./P.M.

Roofing, Siding, Windows, Gutters, Attic Insulation & Venting Solutions

Proposal

Customer	Eula Edwards	Date	06-25-18
Address	3641 N. 21 st St.	Roof	No
City/ST	Milwaukee, WI.	Gutters	Northside Only
Phone	414-344-5131	Other	No
Fax	N/A	Section	Northside Only
Attention	gle@legalaction.org	Inspector	Keith

Scope of Work:

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- Install new heavy duty drops and end caps.
- Caulk all end caps and drops with all-purpose gutter sealant.
- Install new heavy duty factory painted aluminum metal 4"x3" down spout in place of old and also small downspout that ties in from front porch.
- Downspouts installed using aluminum zip screws and bands colored to match spouts.
- Install new aluminum metal gutter brackets and gutter screws every two feet as needed.

\$758.00

Price: Includes Material & Labor

As Listed Above.

Please initial by any work you wish to have performed.

Payable upon completion of work.

Please read terms and agreement section before signing proposal.

Warranty Information:

- *All work specified above comes with a 5 year craftsmanship warranty starting on date of works completion.*

Terms & Conditions:

1. This Proposal may be withdrawn by us if not accepted within 30 days.
2. All disputes hereunder shall be resolved by binding arbitration with the BBB in

CUSTOM WORK FOR QUALITY MINDED PEOPLE
AT AFFORDABLE PRICES



A Custom To, LLC

JUN 27 2018

Roofing, Siding, Windows, Gutters, Attic Insulation & Venting Solutions

3:00 P.M.

Proposal

- accordance with rules of the American Arbitration Association.
3. If any mold is present it is the responsibility of the owner to have the mold remediated by a professional. If mold is not removed it may come back. ACT LLC is not responsible for existing mold problems.
 4. Signee agrees that proposal is payable upon completion of work unless other plans have been made and have been specified in writing under this section.
 5. Signee agrees with and acknowledges that we ACT LLC reserve the right to place any job not paid within 30 days after completion without notice to collections and/or we reserve the right to file both material and labor liens.

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Print Name: _____

Customer's Signature: _____

Date Accepted: _____

Title: _____



CUSTOM WORK FOR QUALITY MINDED PEOPLE
AT AFFORDABLE PRICES

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OFFICE OF CITY ATTORNEY

Qualitywork@actesllc.com

JUN 27 2018



A Custom To, LLC

Roofing, Siding, Windows, Gutters, Attic Insulation & Venting Solutions

3:00 A.M./P.M.

Proposal

Check out our remodeling tools at www.actesllc.com and create your project today.

CUSTOM WORK FOR QUALITY MINDED PEOPLE
AT AFFORDABLE PRICES

Snider

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JUN 27 2018

3:00 A.M.(P.M.)

Exterior Painting
Interior Painting

& Company **Services!**

Roofing
Carpentry
Remodeling
Flooring

3901 N. 1st Street * Milwaukee, WI 53212 * (414) 964-7552 * Fax (414) 964-7626
www.SniderPainting.com

June 15th, 2018

Eula J. Edwards

3641 N. 21st St.

Milwaukee WI 53206

Contact Person: Gracie Edwards

Work Phone # 278-7722 ext. 3088

Job # 20714

PROPOSAL

Snider & Co. herein proposes to furnish all Supervision, Labor, Equipment and Materials necessary to complete the following project.

Note:

We Ask That All Owners Remove All Removable Items From Work Areas & Surfaces Prior To Project Start. Thank You In Advance.

Exterior Work Surfaces Included On Home & Fence:

Home...One (1) Damaged/Broken North Facing Gutter Line Only

Fence...One (1) Damaged/Broken North Chain Link Fence Gate Only

Surfaces Not Included:

Anything Not Mentioned In Work Included

JUN 27 2018

3:00 A.M. PM
02/01/2018



CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER David Insurance Agency 1300 S Green Bay Road Racine WI 53406	CONTRACT NAME: Kathleen Brubaki PHONE (WAC, No, Ext): (262) 636-1868 EMAIL: kbrubaki@davidinsurance.com ADDRESS:	TAX (AC, No): (262) 636-1666
INSURED Brider & Company, Inc. 3901 N 1st St. Milwaukee WI 53212	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Ins. Co. RAC # 15350 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2018-19 Master REVISION NUMBER:

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TYPE LTR	TYPE OF INSURANCE	DESCRIPTION (ISO) / WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-DUCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		2060589	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP ADD \$ 2,000,000 CyberOne \$ 50,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER		2060589	02/01/2018	02/01/2019	COMBINED SINGLE UNIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE	2060589	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/FREELANCE/EXECUTIVE OFF PROGRAMMER EXCLUDED? (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N N/A	2060590	02/01/2018	02/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> WITH EA E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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---------------------------	--

Work Description For One (1) Damaged/Broken North Gutter Line:

To remove and discard one (1) North gutter line

RECEIVED
OFFICE OF THE CITY ATTORNEY

To install new white in color same size aluminum seamless gutter & attaching it to existing downspout

JUN 27 2018

3:00 A.M./P.M.

Work Description For One (1) Damaged/Broken Chain Link Fence Gate:

To remove and discard damaged/broken gate – to supply new closely matching chain link fence gate & install

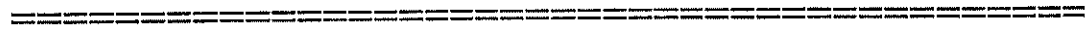
Work Described For One (1) Damaged/Broken North Gutter Line & One (1) Damaged/Broken North Chain Link Fence Gate To Be Accomplished For The Total Sum Of...\$1,695.00

Other:

- All labor standard of the trade.
- All materials top line manufacturer's best quality.

Normal Bid Payment Schedule

1/3 deposit is required on or before the 1st day of work. Balance due 10 days upon completion.



WISCONSIN REQUIRED CONTRACTOR DISCLOSURES

1. Seller reserves the right to use sub-contractors as deemed necessary.
2. This provision constitutes our written notice to the Buyer that we will utilize our rights under the Wisconsin lien laws in the event of non-payment for any reason.
3. Buyer agrees to hold seller harmless from any damages sustained by anyone due to Buyer, its agent, employees using Sellers equipment without written authorization.
4. We will be responsible for repair caused by our defective workmanship. Repair or damage caused by any others will not be our responsibility.
5. We do not guarantee crack repair due to its underlying causes.

6. Any claims, for which payment is being withheld, must be made to this office in writing by certified mail within 30 days of the date of our original invoice. After 30 days. Buyer agrees to accept all work performed as complete & satisfactory, agrees to accept all invoices as correct & surrenders all rights to claim defective workmanship or question invoice preparation.

7. Time & materials contracts will be billed upon total man hours of work including pickup & delivery charges as necessary & the full retail cost of all materials provided. These charges will be based upon man hours as recorded daily by our workmen. Ballpark estimates of time & materials projects final costs are pure guesses & nothing more & shall NOT limit the actual time & materials supplied charges.

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8. Interest @ the rate of 1.5% per month will be charged on any account balance 30 days past the date of the original invoice.

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9. **Customer's right to cancel:** Seller or Buyer may cancel this contract up to & including the 1st day of work, by oral or written notice.

3:01 A.M./P.M.

10. **Right to cure:** Buyer agrees to allow Seller to cure any defect or uncompleted work per the contract. Buyer to notify Seller in writing by certified mail of any defect or uncompleted work within 30 days of the date of our original invoice & allow 30 days for such action by Seller to occur. Buyer's failure to allow Seller the Right to Cure defect or uncompleted work shall relieve Seller of all responsibilities for such defect or uncompleted work, obligating Buyer to all sums due & owing to Seller under this contract.

11. **Wisconsin Consumer Protection laws:** are covered by Wisconsin Dept. of Agriculture, Trade & Consumer Protection under section ATCP 110. This section states the rights & obligations of the Buyer & Seller. We recommend that all customers access this **important** information on the internet & contact our office with any questions regarding ATCP 110.

12. With respect to "time periods" for starting & completing our work, exterior & interior projects will be scheduled by the estimator with the Customer. Exterior starting & completion dates are impacted by weather & will vary greatly. Interior projects will generally start on time as per arrangement between buyer & seller with completion generally following on consecutive days. **Please contact our office with any scheduling questions.**

13. Our business insurance information is supplied with every estimate. If you would like a copy, please contact our office.

14. Buyer may request Lien Waivers for their project by contacting our office.

15. **Repair or remediation of hidden damage or conditions such as unstable coatings** not visible at the time of our physical visit to the jobsite for the purpose of preparing our estimate are not included in our estimates. Hidden damage or existing conditions beyond our visual inspection will be brought to the attention of the Buyer & will not be corrected without Buyer's written acceptance of additional

16) ONLY THE WORK SPECIFICALLY MENTIONED IS INCLUDED,
PLEASE CAREFULLY READ AND UNDERSTAND YOUR CONTRACT.
ALL QUESTIONS SHOULD BE ADDRESSED PRIOR TO SIGNING THE
CONTRACT.

=====

If you would like us to complete your project, please sign one of the enclosed copies and fax or mail to us as soon as possible. As soon as we receive your signed copy, our scheduler will call you with a start date. No work will be started without a signed contract.

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Accepted By

Respectfully Submitted
Snider & Co., Inc.

JUN 27 2018

S. O. M. P. A.

Date

Estimator
Jaime Garcia
jaime@sniderandcompany.com

Thank you for giving me the opportunity to estimate your project. Any questions please call.

For complete information about our company, please visit our [website @ Sniderpainting.com](http://www.sniderpainting.com).

August 31, 2018

City of Milwaukee
Attn.: Office of the City Attorney
200 E. Wells Street, Suite 800
Milwaukee, WI 53202-3551

RE: C.I. File No. 1068-2018-1419
Communication from Eula Edwards

Dear Attorney Langley:

I am requesting a hearing in regard to the above reference matter. I do not agree with your assessment that the City of Milwaukee is not responsible for the damages to my gutter and fence. In your letter you acknowledged that the city of Milwaukee had wind gusts reaching 46 mph and as a result of those wind gusts, the City's tree branches broke hitting my property. Therefore, the City of Milwaukee/Forestry Section of the City is responsible for the damages. The Forestry Section of the City came out in 2015 regarding the same tree and they should have cut the tree down at that time because it was rotting and had broken branches at that time. This could have been prevented if they had taken the proper steps in 2015 to correct the problem.

I sent in three estimates for the necessary repairs to my gutter and fence and the amount your office quoted in your letter dated August 9, 2018 only acknowledge the amount to fix the fence and not the gutter. The total cost to fix the property damage, based on my estimates, is between \$758.00 and \$1,695.00. I am again enclosing the estimates for the damages to my property in this letter along with a copy of the letter your office sent me.

Thank you for your attention.

Sincerely,

Eula Edwards



enclosures