

# CITY OF MILWAUKEE

Form CA-43

**GRANT F. LANGLEY**  
City Attorney

**RUDOLPH M. KONRAD**  
**PATRICK B. McDONNELL**  
**LINDA ULISS BURKE**  
Deputy City Attorneys

CITY OF MILWAUKEE  
RECEIVED  
2005 MAY -5 PM 2:59



2:59

OFFICE OF  
CITY ATTORNEY

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ELOISA DE LEÓN  
ADAM STEPHENS

Assistant City Attorneys

April 22, 2005

Denise Bokath  
4512 North 66th Street  
Milwaukee, WI 53218

RE: Denise Bokath  
C.I. File No: 05-S-83

Dear Ms. Bokath:

We have received your claim in the amount of \$190.00, relating to damage allegedly sustained to your garage by a sanitation crew when collecting the garbage in you area.

Our investigation reveals that the Sanitation Division report completed as a result of this alleged incident notes that the carts were stored at the alley line near the garage and the sanitation crew has no knowledge of damaging your garage. As such, the absence of proof to the contrary, we must take credence in their testimony and not accept liability. Therefore, we are denying your claim.

If you wish to appeal this decision, you may do so by sending a letter within 21 days of the date of this letter to the Milwaukee City Clerk, 200 East Wells Street, Room 205, Milwaukee, Wisconsin 53202, requesting a hearing.

Very truly yours,

GRANT F. LANGLEY  
City Attorney

STEVEN M. CARINI  
Investigator Adjuster

SMC:beg  
1058-2005-698:92373

May 1, 2005  
Per your investigation, the city carts were for 13 years stored next to my garage until damage was sustained to garage. Why don't you try talking to all of the neighbors on both sides of alley. Unless you want to call them a bunch of liars. Keep your lies and money too. This city means crap to me anyhow.  
Denise Bokath

CITY OF MILWAUKEE  
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2005 MAY -16 PM 4:11

March 18, 2005

CITY OF MILWAUKEE  
RECEIVED

Friday (7:00 AM)

2005 MAR 21 PM 4:18

On March 11, 2005, I noticed some minor damage to the south side of our garage that had recently been sided in October of 2004. Kellom Company is the only steel siding company in business that I know of. There is only one estimate at this time; I'm not replacing with aluminum siding. Since the sanitation crew are the only people touching the carts by the garage, it is a reasonable conclusion that they accidentally but roughly ~~shoveled~~ took the carts from their position to take them to the dumpster. No one puts them back except for Tom Trappler (my boyfriend). And he has not been doing that for the last two months because of this double hernia operation 1/24/05.

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2005 MAR 21 PM 4:18

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CITY ATTORNEY

DENISE Bokath Tom Trappler (Trappler)  
4512 N. 66th Street  
Milwaukee, WI 53218  
414-463-0597

or 414-805-4577 After 2:00 PM (Denise's  
work)

Denise Bokath 3-18-05

RONALD J. GARDNER  
CITY ATTORNEY

CITY OF MILWAUKEE

2005 MAR 21 PM 9:34

# Kellom Kompany, Inc.

W140 N10323 Hwy 145, Germantown, WI 53022

Fax 262-255-6770

Telephone 262-255-5513

Purchaser DENISE BOKATH Date 3/11/05  
First Name Last Name  
 Street and No. 4512 N. 66TH ST Phone 414-262-0597  
 City Milwaukee State WI Zip 53218 Property to be improved Garage  
Address

The undersigned hereby jointly and severally authorize Kellom Kompany, Inc. to furnish the following:

This is a legal contract only that work will be performed which is noted below. Any change must be in writing.

GARAGE - SOUTH SIDE

Replace 2 lower panels with ABC

SHAMLESS - SHAMLESS STEEL STAINING 3/4

SAFETY BRICK -

The Contractor agrees that the work be completed by no later than ASAP except where delay in completion is caused by the Owner himself, conditions of weather, acts of God, Labor Strikes either in the Contractor or in those companies upon which the Contractor depends for its materials, shortages of materials arising through no fault of the Contractor, and in such exception cases, the Contractor shall complete the work within as short of time as possible after the condition has ceased to exist. In any event, Owner and Contractor may agree at any time to extend the date for completion.

CONDITIONS: Specialty items are to be built to order for the purchaser and therefore that part of this agreement cannot be changed, cancelled, modified or discharged in whole or in part by the purchaser except with written consent of seller after the time period stated below.

**Seller guarantees labor for a period of ten years from installation date under normal wear and usage conditions.**

Total Cash Price	<u>190</u>	<u>Cash</u> — Balance Due Upon Completion of Contract Work
Down Payment in Cash (if any)	<u>-</u>	
Unpaid Balance Cash Price	<u>190</u>	

The purchaser hereby acknowledges receipt of 2 copies of this contract and notice of Buyer's rights.

Gary Kallom

Sales Representative  
Company Officer Approval

Buyer's Signature X  
Buyer's Signature X

"You, the buyer or company officer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."

As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if 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 60 days after they first furnish labor or materials for the construction.

Notice of Cancellation - (Enter date of transaction) \_\_\_\_\_ You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. To cancel this transaction, mail written notice registered to "Kellom Kompany, Inc., Germantown, WI 53022," no later than midnight of the third business day of the contract date.

I hereby cancel this transaction. (Date) \_\_\_\_\_ (Buyer's signature) \_\_\_\_\_