

CITY OF MILWAUKEE

2005 OCT 24 PM 12:04

RONALD D. LEONHARDT
CITY CLERK

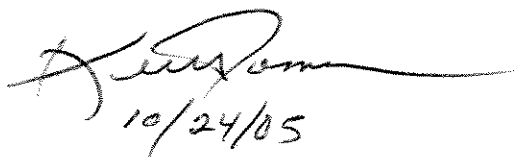
Milwaukee City Clerk,
200 East Wells Street,
Room 205,
Milwaukee, Wisconsin 53202
ATT: City Attorney

Dear Sir;

I have received your letter regarding your denial of my claim relating to damage sustained to my garage siding when it was struck by City garbage carts, located at 2423 South Lenox Street.

I wish to dispute and appeal this decision and am doing so within the 21 day limit.

Sincerely;



10/24/05

Keith N. Sommers
C.I. File No: 05-S-226
2423 South Lenox Street
Milwaukee, WI 53207-1734

CITY OF MILWAUKEE

2005 OCT 24 PM 3:09

RONALD D. LEONHARDT
CITY CLERK

Operating in
APPLETON
CLINTONVILLE
EAU CLAIRE
PORT ATKINSON
POND DU LAC
GREEN BAY
KENOSHA
LA CROSSE
MANITOWOC
MARSHFIELD
MADISON

T. M. GROSSMAN

DIVISION OF

ALUMA-TRIM of AMERICA

Milwaukee Office
6290 N. PORT WASHINGTON ROAD • MILWAUKEE, WISCONSIN 53217
Phone (414) 964-6520

Operating in
NEENAH-MENASHA
OSHKOSH
PORTAGE
RACINE
RIPON
SHEBOYGAN
TWO RIVERS
WAUPUN
WATERTOWN
WAUKESHA
WISCONSIN RAPIDS
WAUSAU

READ CAREFULLY BEFORE SIGNING

ALUMA-TRIM will not be responsible for any promises or representations made by the representative, relating to commissions, rebates, rewards or bonuses or prizes, manufacture or quality of material, financing commitments, date of commencement, or completion of work, or any other oral commitments, unless in writing and made part of this contract.

Agreement made in TRIPLICATE this 9 day of Aug, 2005, between
ALUMA-TRIM, CONTRACTOR and Keith S. Grossman

hereinafter called OWNER residing at 2423 S. Lenox Phone 744-7964

Witnesseth:

Contractor agrees to furnish all materials and perform all labor according to the following SPECIFICATIONS on the premises known and described

as
City of MILWAUKEE State of WISCONSIN

Reside 2 Panels front of Garage
plus door frame on south part of garage
door. curb & cement door.
8" white alum.

Damage caused by Garage carts
OWNER AGREES TO PAY for said materials and labor the sum of

Dollars (\$ 290) as follows:
Dollars (\$) on the date of this contract,
Balance of Dollars (\$ 290.00) on Completion, and the
Dollars (\$) to be paid in
() consecutive monthly installments of \$ each month commencing on the
day of , 20

MONTHLY INSTALLMENT INCLUDES INTEREST, AND ALL OTHER CHARGES

CONTRACTOR AGREES TO DO ALL WORK AND LABOR IN A WORKMANLIKE MANNER AND AGREES TO CARRY WORKMAN'S COMPENSATION INSURANCE.

Contractor will do all said work in strict accordance with the ordinances, rules and requirements of the City, Town, or Village, wherein the above mentioned property is located.

This agreement shall not be binding on Contractor unless properly accepted by Contractor, by an officer of Contractor's firm, and is not subject to cancellation except by mutual consent of all parties thereto.

It is further mutually agreed that this contract may be assigned by the Contractor.

Any alteration or deviation from this proposal and specifications involving extra expense will be charged for additionally, same to paid for on completion. Any change from original plan to be done at owner's risk and expense.

Contractor assumes no responsibility for any damage to interior decorations, furnishings or fixtures, or damages to lawns, shrubbery, trees, etc. If installment payments are necessary, all of the terms and conditions of this contract are contingent upon the approval of owner's credit by a lending institution.

It is understood and agreed that the contractor shall not be held liable for delays or failure to perform hereunder caused by strikes, accidents, fires, floods, acts of God, legal acts of public authorities, or delays or defaults caused by public carriers. All contracts are subject to approval of our credit department. Clerical errors subject to correction.

NOTICE OF LIEN RIGHTS AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW. BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES SHALL FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING 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 90 DAYS AFTER THEY FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO WILL FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER. IF ANY BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Buyers right to cancel. You may cancel this agreement by mailing a written notice before midnight of the third business day after you signed this agreement.

The Owner(s) hereby certifies that he has read this agreement, that the terms and conditions and the meaning thereof have been explained to him and he fully understands them; that there is no understanding between the parties verbal or otherwise than that contained in this agreement of which a copy thereof is hereby received and acknowledged, and that the Owner shall maintain no action of any new substituted contract except the same be in writing, and that no statements, promises, commitments or representations not contained in this agreement have been made by the Contractor or by any of its agents to induce him to execute this Agreement, and agrees that the said Contractor is not responsible nor bound by any representation not contained in this Agreement, made by any of its agents, unless the same be in writing and signed by the Contractor.

(I) (WE) HAVE READ THIS CONTRACT THE ENTIRE AGREEMENT IS WRITTEN HEREIN.

In Witness Whereof the undersigned has (have) hereunto set his (their) hand(s) and seal(s) the day and year first above written.

ALUMA-TRIM of AMERICA

By Keith S. Grossman (Owner) (Seal)
Accepted Keith S. Grossman (Owner) (Seal)

This is a home improvement instrument and is nonnegotiable.
Every holder takes subject to all claims and defenses of the maker or obligator.

ENCLOSE IS AN ESTIMATE

DUE TO DAMAGES TO MY GARAGE

SIDING IN JUNE AND JULY, 2005

THE SANITATION WORKERS FORCED THE GARAGE

CARS AGAINST THE SIDING I HAVE

ENCLOSED ONE ESTIMATE. I HAD CONTRACTED

3 OTHER SIDERS BUT THEY WANTED \$4000

MORE. I UNDERSTAND YOU HAVE WORKED WITH

T.M. GROSSMAN IN THE PAST.

THANK YOU
Heidi

CITY OF MILWAUKEE

2005 AUG -9 PM 2:45

RONALD B. LEONHARDT
CITY CLERK

OFFICE OF
CITY ATTORNEY

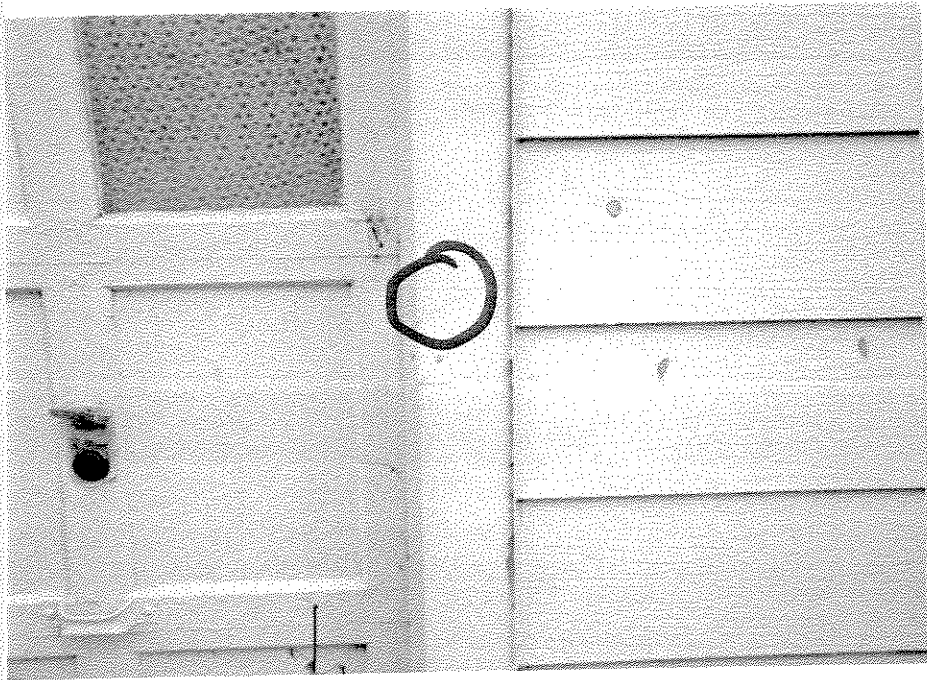
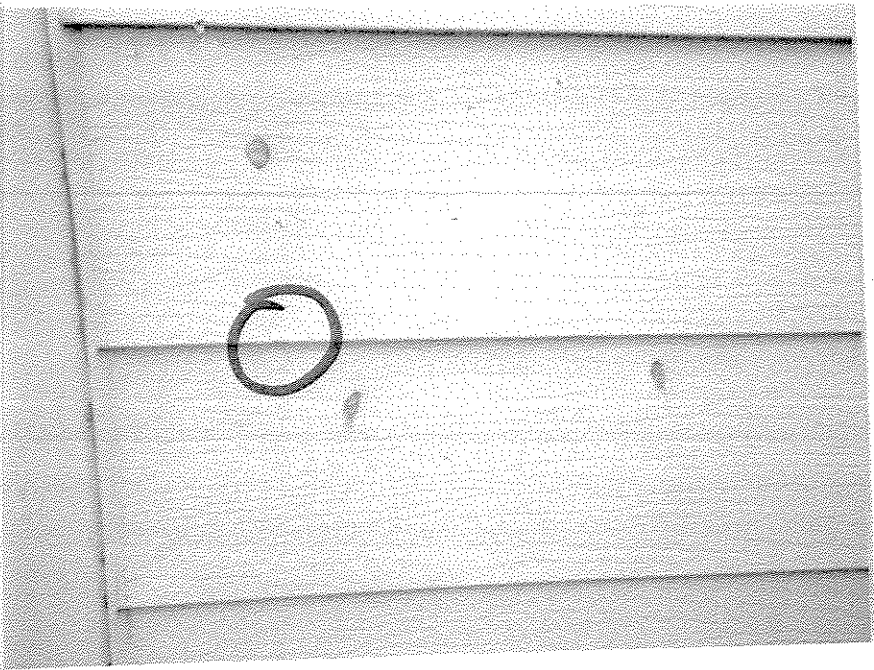
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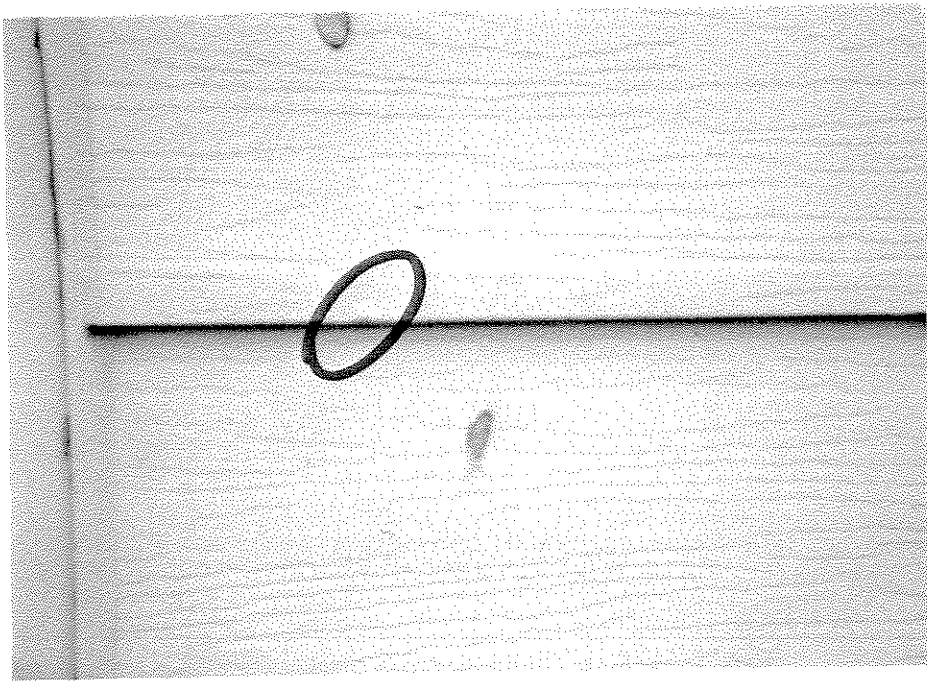
CITY OF MILWAUKEE
RECEIVED

EDITH SOMMER
2423 SOUTH LEON STREET

MILWAUKEE, WI - 53207-1734

414-744-7964





2423 S. LOW ST
CAUSE OF DAMAGE
B7 CARRIAGE MEN

10F8

DATED 210110
CAUSE B7 CARRIAGE
CAUSE FOR CARRIAGE
MEN -

50F8

