

CITY OF MILWAUKEE  
RECORDS  
August 28, 2005  
2005 AUG 31 PM 3:19

OFFICE OF  
CITY ATTORNEY

CITY OF MILWAUKEE  
2005 AUG 31 PM 2:14  
RONALD D. LEONHARDT  
CITY CLERK

Re: CI File # 05-5-197

I am writing to appeal your decision of damage sustained to my property by a City tree. As previously stated I had made the City aware of the tree being rotten. The tree was getting more and more fragile as time went on. I made the city aware of this problem year after year. I did my duty as a tax paying property owner to make the city aware of the problem. It could have been avoided if my pleas had not gone unanswered. I was told to stop calling and making a report. Now how efficient is that. If the tree had not been so rotten it could have caused alot more damage and may be bodily harm since it landed on my bedroom roof. I am asking you in all fairness to reconsider your decision. How would you feel if it had happened to you or one of your family members. I took the right steps to try to correct the situation before it was a problem but because no one listened it has now become a problem that the city is unwilling to fix. How fair is it that my property had damage cause by a rotten tree that no one wanted to cut down.

mead ①

I did everything that was right and you deny me funds to repair my home, caused by the city's neglect. I will continue to appeal until the city does right and pays for the repairs to my home. If I had damaged city property I would be required to pay immediately. I deserve the same recourse.

Thank You  
Rosie Hamilton  
414-447-1467

2005 JUL 1 3:00 PM  
CITY OF MILWAUKEE  
RONALD J. LEONHARDT  
CITY CLERK

Helen's Loving Care  
4891 N 25th Street  
Milwaukee WI 53209  
414-447-1467

To whom it may concern,

I purchased this house in 06/01. ever since I have lived here there were the limbs falling from that tree. I called the city on several occasions and asked them to please come and remove the tree because of the number of limbs the tree would loss during bad weather. Because I called so much they said I wasn't giving any one else a chance to call in but the tree was next to my house only. I told the city the tree was going to fall on my garage and I was told the tree was on my property and was given 30 days to remove it. That was after I had called the city about 7 times. Alderman Pratt sent someone out and said the tree was not on my property and he told the city to remove the tree. The city stated the tree was not due to be limbed until 2009 and not to call back, if the tree fell on my house call them back if not do not call back because I was ~~wasting~~ wasting their time. I had documented all calls but I can't locate it now. I hope you understand how rude they were during this time. Rosal H Hamilton 6-28-05

To put outdoor swing set back up = \$250.00

IF... ROBERT... THEORIS  
( 414 ) 365 - 3700  
ix and Pull # ( 414 ) 365 - 2914  
MILWAUKEE, WI  
17/05 13:18 2463 6324 046 19

EMBER 101-42

THANK YOU,  
ANTAGE TEMP

307183 SWINGSET		999#84
	SUBTOTAL	999#84
TAX 1	5.600 %	55#99
	TOTAL	1,055#83
CASH TEND		1,055#83
CHANGE DUE		0#00

# ITEMS SOLD 1

\*\*\*\*\*  
\* INVALID RECEIPT - TRAINING \*  
\*\*\*\*\*  
We Are Open On The 4th Of July

## Contract

**Hunt's Contracting, Inc.**  
Serving the Greater Milwaukee Area  
(414)563-0050

Family owned for over  
50 years. 3 generations  
of meeting your roofing  
needs!

**Hunt's Contracting, Inc. (hereafter referred to as "Hunt's") will perform the work and provide the materials, equipment, warranty and supervision for the project (hereafter referred to as "work") for:**

Owner/Business Name: Hamilton Residents  
Address: 4891 W 25th St Milwaukee  
Telephone: 414 4471467 Alternate Contact # \_\_\_\_\_

### Scope of Work:

Make necessary repairs to shingles and roof  
membrane on west elevation. 460.00  
Remove existing gutters + downspouts  
Install new Seamless Aluminum Gutters + Downspouts  
2400.00

### Contract Completion:

Hunt's will perform the work for the sum of \$ \_\_\_\_\_. One half of payment shall be due before work begins, remaining balance shall become due upon completion.

Hunt's shall commence work within 15 days of all parties signing this agreement. (weather permitting)  
Work shall occur on or before \_\_\_\_\_ working days thereafter. (weather permitting)

**Work Start Date** \_\_\_\_\_

**Work Completion Date** \_\_\_\_\_

### Terms & Conditions:

- The terms set forth on this side and the reverse side of this contract are the entire agreement of all parties. Any additional terms shall not be effective unless they are in writing and signed by Hunt's and the homeowner or business who are parties to this contract.
- Homeowner or business is to receive a copy of this signed contract and receipt of same is evidenced by their acceptance of the contract. This proposal by Hunt's expires unless signed as proposed by homeowner or business within 15 days of the signing by Hunt's representative.
- The undersigned parties hereby agree to all the terms of this contract, and Hunt's is authorized to begin the work described. (Please make checks payable to: Hunt's Contracting, Inc., or Robert Hunt.)

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Date)

Joshua P Hunt  
(Hunt's Representative Signature)

6/16/05  
(Date)

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
"Commencement Information" Packet

## Contract

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**Hunt's Contracting, Inc. (hereafter referred to as "Hunt's") will perform the work and provide the materials, equipment, warranty and supervision for the project (hereafter referred to as "work") for:**

Owner/Business Name: Hamilton Residents  
Address: 4891 N 75th St Milwaukee WI  
Telephone: 414 4471467 Alternate Contact # \_\_\_\_\_

### Scope of Work:

Make necessary repairs to shingles and roof  
membranes on West elevation. 468.00

Remove existing gutters + downspouts  
Install new Seamless Aluminum Gutters + Downspouts  
2400.00

### Contract Completion:

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\_\_\_\_\_  
(Customer Signature) (Date)

Joshua P Hunt 6/16/05  
(Hunt's Representative Signature) (Date)

\_\_\_\_\_  
(Customer Signature) (Date)

\_\_\_\_\_  
"Commencement Information" Packet

<b>PRODUCER</b> American Advantage - IMC 788 N. Jefferson #720 Milwaukee WI 53202 Phone: 414-225-6240 Fax: 414-225-6250	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>												
<b>INSURED</b>  Hunt Contracting Inc., Inc. Tim Hunt 1535 Layard Avenue Racine WI 53402	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: West Bend Mutual Insurance Co</td> <td>15350</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: West Bend Mutual Insurance Co	15350	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X		GENERAL LIABILITY	BCV 0583187 01	05/13/05	05/13/06	EACH OCCURRENCE	\$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
A	X		AUTOMOBILE LIABILITY	BCV 0583187 00	08/17/04	08/17/05	COMBINED SINGLE LIMIT (Ea accident)	\$
			<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$ 500,000
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ 1,000,000
			<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ 500,000
			<input type="checkbox"/> HIRED AUTOS					
			<input type="checkbox"/> NON-OWNED AUTOS					
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
							AUTO ONLY: AGG	\$
A	X		EXCESS/UMBRELLA LIABILITY	BCV 0583187 00	05/13/05	05/13/06	EACH OCCURRENCE	\$ 1,000,000
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
			<input type="checkbox"/> DEDUCTIBLE					\$
			<input checked="" type="checkbox"/> RETENTION \$10,000					\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
			OTHER				E.L. DISEASE - POLICY LIMIT	\$
A			1535 Layard Avenue Racine, WI 53402	BCV 0583187 00	05/13/05	05/13/06	PERS PROP DED	75000 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

### CERTIFICATE HOLDER

INSURED

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aaron Weidenbaum

Licensed  
Bonded  
Insured

# Milwaukee Fence Inc.

5329 West State Street Milwaukee, WI 53208  
Telephone 414-483-5522 Fax 414-483-3623

N \_\_\_\_\_  
S \_\_\_\_\_  
E \_\_\_\_\_  
W \_\_\_\_\_

<b>Jobsite:</b> <b>Name</b> <u>Klein Hamilton</u>	<b>Billing Information</b> <b>Name</b> _____	If customer to get permit, initial here <u>N/A</u>
<b>Address</b> <u>4291 N 25th St</u>	<b>Address</b> _____	<b>Cost of Fence</b> <u>708.00</u>
<b>CTV</b> <u>53209</u>		<b>Permit Fee</b> _____
<b>County</b> _____		<b>Total Cost</b> _____
<b>Home ( )</b> <u>447-1467</u>	<b>Telephone ( )</b> _____	<b>Down Payment</b> _____
<b>Work ( )</b> _____	<b>Fax ( )</b> _____	<b>Balance Due</b> Net 10 days
		<b>P.O. #</b> _____

## Chain Link Fence Specifications

Posts	Qty.	Diameter	Weight	Color
End	2	3/4"		
Corner		3/4"		
Line	1	1/2"		
Gate	2	2 1/2"		
Tie On				

Total Number of Posts to Set  
Number of Coredrills/Asphalt  
Number of Posts on Plates

Move Dirt to

Wire	Height	Qty.	Gauge	Color	Sealage
	4'	20	9	Galv	KA

Toprail	Qty.	Diameter	Weight	Color
	20	1 1/2"		

Gates	Width	Qty.	Height	Style
	22'	1	4'	3" x 6"

Hinge(s)	Size	Qty.	Style
	2 1/2"	2	WALF
	1 1/2"	2	THINER

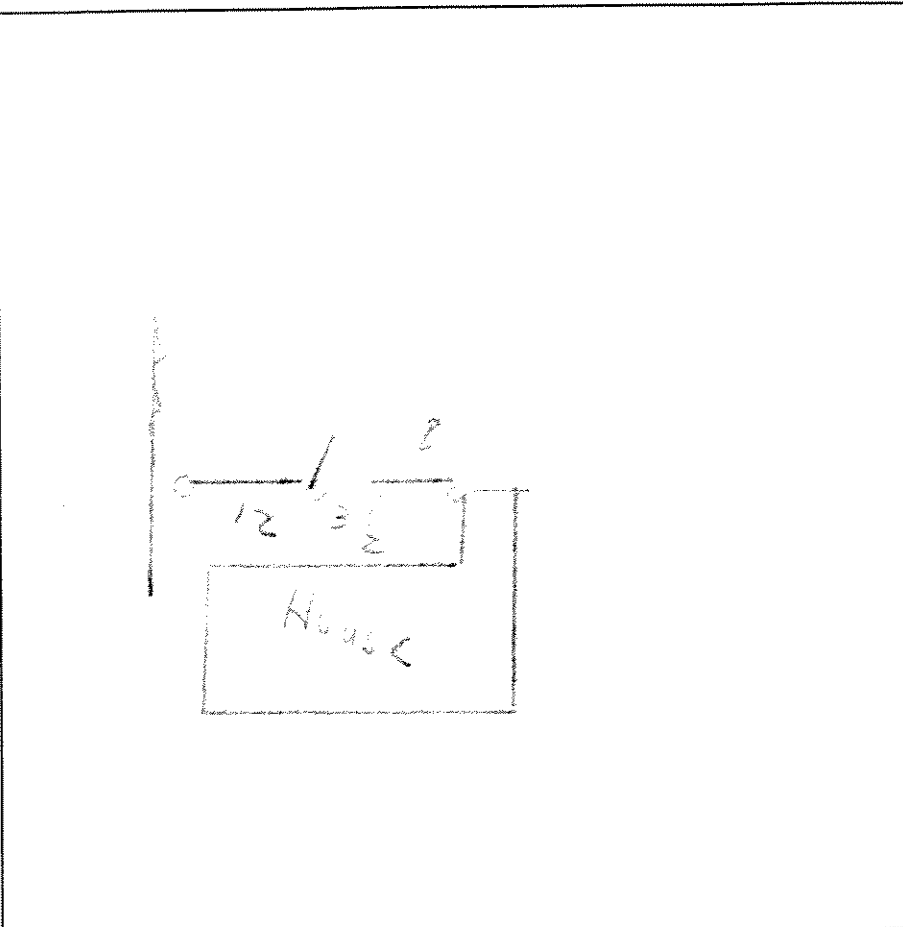
Latch(es)	Size	Qty.	Style
	2 1/2"	1	1-1/2" CARTR

Tear Out	Qty.	Style
	24	CC

Haul Away	Qty.	Style
	24	CC

Posts to Pull	Qty.	Style
	4	PULL

Stack Fence	Qty.	Style



All posts set in concrete. Gates are made of welded frame construction and will be hinged as shown above.  
Toprail will be kept as straight as possible following contour of property. Diggers Hotline will be contacted if required.

### Special Instructions:


Milwaukee Fence Inc. assumes no responsibility for damage to any buried electric, plumbing, or gas lines not installed by public utility. NOTE: This includes private service to pool, sprinkler, grill and all out buildings. Customer is responsible for hot lines and dirt removal. Balance of payment is due within 10 days of completion. Late payments subject to interest charges at the rate of 1 1/2% per month on unpaid balance. Customer to pay all actual and reasonable attorney fees for contractor's attorney and costs of collections in the event of a contractor's dispute that ultimately results in judgment of any amount being taken by contractor against customer. I have read and understand this contract. The specifications, price and conditions are satisfactory and I hereby accept. You are authorized to do the work as specified. All material remains the property of Milwaukee Fence Inc., until paid in full.

Spotted Yes/No	Customer Initial
-------------------	------------------

Customer signature

Date

Note: Please verify that the information above is thorough and accurate before signing.

Estimated by

Klein McNeil

Date

6-23-05

Bid Valid for

30 Days





#1 Sidewalk House + playground  
Tree covered House and Swingset



#2 Back of House  
Tree covered swingset and bedroom



Alleyway of garage tree on wires  
and covering playground area and bedroom



Tree on sidewalk cover fence, side of bedroom  
and playground area.



Sidewalk part of tree  
has been removed off house



Sidewalk tree branch is down





You can see lightening strike tree a long time ago.  
Tree was weak and hollow



after tree was removed damage  
to the wooded playset and fence



after tree was removed damage  
to the roof + gutters.