



Department of Neighborhood Services  
Enforcement Section  
841 N. Broadway  
Milwaukee, WI 53202

Inspection Date  
03/15/2019  
ORD-19-03852

---

---

INSPECTION REPORT AND ORDER TO CORRECT CONDITION

---

---

Department Copy

*Jm Tim Askin*  
3-22-19

Re: 600 W HISTORIC MITCHELL ST

Taxkey #: 461-1512-000

A recent inspection of the premises at the above address revealed conditions that violate the Milwaukee Code of Ordinances. You are hereby ordered to correct each violation listed below by date indicated.

**Correct By Date: 06/24/2019**

1) 3) 308-81-9 No owner, renter, occupant or person in charge of a historic site shall reconstruct or alter any part of the exterior without a building permit and a Certificate of Appropriateness. Obtain a Certificate of Appropriateness and a building permit. Direct historic questions to Historic Preservation at 286-5705.

**Correct By Date: 06/24/2019**

2) 275-32.3 Repair or replace defective roof flashing.

**Correct By Date: 06/24/2019**

3) 4) 275-32-3.d All cornices, moldings and similar decorative features shall be maintained in good repair with proper anchorage and in safe condition.

REPAIR OR REPLACE ALL MISSING OR DEFECTIVE CORNICE MOLDINGS.

**Correct By Date: 06/24/2019**

4) 2) 275-32.3.a Protect exterior wood surfaces with paint or other approved coating applied in a workmanlike manner.

---

**OFFICIAL NOTICE OF VIOLATION**

*The City of Milwaukee - Department of Neighborhood Services*



**REVISED**

**AGREEMENT** made this 20<sup>th</sup> day of August 2019, between **JM REMODELING & CONSTRUCTION, LLC**, hereinafter referred to as “**CONTRACTOR**”, and **Las Palmas Western Wear**, hereinafter referred to as “**OWNER**” located at: **600 W. Historic Mitchell St. Milwaukee, WI 53204**  
Contact: **Juan Ordaz**      Mobile: **(414) 892-3835**      Store: **(414) 672-2336**      Email: **laspalmas600@sbcglobal.net**

**WITNESSETH:**

**CONTRACTOR** agrees to furnish all material and perform all labor according to the following **SPECIFICATIONS** for the premises known and described as:  
**600 W. Historic Mitchell St.**      City of **Milwaukee**      State of **WI**      Zip **53204**

In accordance with the following specifications:

**Shingled roof tear off and replacement, exterior painting, re-lining of built in gutter system and exterior carpentry:**

**Roof:-**

1. Remove existing shingles, felt underlayment, vents, valleys, (4) soil stack flashings and (1) chimney flashing.
2. Remove and replace damaged roof decking.
3. Install ice and water shield underneath valleys, perimeter of chimney and where roof meets brick and where meets metal coping.
4. Install new tin shingles / flashing where roof meets brick, where roof meets metal coping and perimeter of chimney.
5. Install high performance synthetic underlayment to balance of roof decking.
6. Install style “D” drip edge, where possible
7. Install “W” style 24-gauge pre-finished galvanized metal valleys where removed.
8. Install Owens Corning Durations limited lifetime dimensional fiberglass shingles where removed.
9. Install (8) standard aluminum roof vents where removed: west side of building.
10. Install (4) lead soil stack flashings where removed.
11. Install ridge venting to top side of west and east gables.
12. Install (1) custom fabricated 24-gauge prefinished galvanized metal chimney flashing with mortar reglets where removed.
13. Tuck point perimeter of chimney flashing, where needed.

**Exterior carpentry; east, west and south sides of building:**

1. Remove and replace damaged 2-piece wood fascia. \*To match existing as closely as possible.
2. Remove and replace damaged wood soffit. \*To match existing as closely as possible.

**Re-line built-in gutters:**

1. Clean out existing built-in gutter systems to receive new .060 E.P.D.M rubber roofing material.
2. Remove existing aluminum downspout outlets.
3. Remove existing downspouts.
4. Install 4” aluminum downspouts where removed. \*To include new aluminum outlets.
5. Re-line existing built-in gutter systems with .060 E.P.D.M. rubber roofing material.
6. Install custom fabricated aluminum drip edge; entire perimeter of built-in gutter system.

**Exterior painting; all blue wood products and metal coping:**

1. Prep existing products mentioned above to receive paint.

2. Spot prime all areas prepped.
3. Paint all areas prepped. \*Color to match existing per owner's request.

5-year labor warranty of roof replacement / 1-year labor warranty on exterior painting, exterior carpentry and re-lining of gutters / Limited lifetime shingle warranty  
 JM Remodeling to supply all permits, material and labor.  
 JM Remodeling to remove job related debris.

**\*Dumpster to be placed in the street.**

**\*It is the owner's responsibility to protect items (if any) from roof debris that may sift into areas of building during roof replacement. JM Remodeling is not responsible for cleaning any interior areas of building.**

**\*Note: During roof estimate JM Remodeling observed damaged roof decking, contract cost is based upon removing and replacing 708 sq. ft. of damaged decking with (23) 4' x 8' x 3/4" plywood.**

**\*Note: Additional cost to contract for any wood decking replacement beyond the allotted 708 sq. ft. (if needed) such as additional: rotten and / or damaged existing roof decking will be based upon \$3.00 per sq. ft. to remove and replace.**

**\*Note: Contract includes approximately 250 - 300 linear feet of wood soffit and fascia replacement.**

**\*Note: There will be an additional cost to the contract for any wood replacement beyond the allotted 300 linear ft. of soffit and fascia, if needed. Cost to be determined, if any.**

**\*Note: JM Remodeling will apply Customer Appreciation Discount of \$785.00 and include tuck pointing of corners on east side upper dormer of building at no additional cost to the contract. New price and payment terms reflected below**

Estimated Date of Commencement:	To be agreed upon.	
Estimated Date of Completion:	Roof replacement	10 working days from start – weather permitting.
	Exterior carpentry	5 to 7 working days from start – weather permitting.
	Gutter re-lining	6 to 8 working days from start – weather permitting.
	Exterior painting	12 to 14 working days from start – weather permitting.

**Itemizations:**

Roof, permits and lift	\$38,455.00
Exterior carpentry	\$11,890.00
Exterior painting	\$14,750.00
Gutters	\$14,690.00

**OWNER** agrees to pay to **CONTRACTOR** for materials and labor the sum of **Seventy nine thousand dollars (\$79,000.00)** as follows: **Thirty two thousand dollars (\$32,000.00)** on date of this Contract, **Fifteen thousand dollars (\$15,000.00)** first partial payment, **Fifteen thousand dollars (\$15,000.00)** second partial payment, **Ten thousand dollars (\$10,000.00)** third partial payment, **Five thousand dollars (\$5,000.00)** fourth partial payment and **Two thousand dollars (\$2,000.00)** on completion of Work.

**This price is only guaranteed for 30 days from the date of this contract.**

**OWNER** hereby certifies that he has read this agreement, that the terms and conditions have been explained to him and that he fully understands them; that there is no understanding between parties, verbal or otherwise, other than those contained in this agreement; and that no statements, promises, commitments or representations not contained in this agreement have been made by **CONTRACTOR** or any of its agents to induce **OWNER** to execute this agreement.

**OWNER** further agrees that **CONTRACTOR** is not responsible or bound by any representations not contained in this agreement. **OWNER** acknowledges receipt of two (2) copies of the Notice of Right to Cancel and a copy of this agreement.

**\*A convenience charge of 3% will be added to the total amount billed when payment is paid with a credit card.**

**READ CAREFULLY BEFORE SIGNING.**

**DO NOT SIGN THIS AGREEMENT IF IT CONTAINS ANY BLANK SPACES.**

You are entitled to an exact copy of any agreement you sign.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals the day and year first above written.

\_\_\_\_\_  
**JM REMODELING & CONSTRUCTION, LLC**

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
**DATE**

**CONTRACTOR AGREES TO DO ALL WORK AND LABOR IN WORKMAN LIKE MANNER.**

**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.

**GUARANTEE:** CONTRACTOR GUARANTEES TO PERFORM ONLY AS PROVIDED IN THE PROPOSAL. SUCH GUARANTEE SHALL BE CONTRACTOR'S SOLE WARRANTY WITH RESPECT TO THE PROJECT. CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED AS TO ANY MATTER WHATSOEVER. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CONTRACTOR AND EXCLUDED FROM THIS PROPOSAL. CONTRACTOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES TO OWNER FOR THE BUILDING, INCLUDING ATTACHMENTS, ON WHICH THE ROOF IS ATTACHED, RESULTING FROM ANY DEFECTS IN THE ROOF OR ITS PARTS AND ATTACHMENTS.

This agreement shall not be binding on **CONTRACTOR** unless properly accepted by an officer of **CONTRACTOR'S** firm, and is not subject to cancellation except by mutual consent of all parties and / or pursuant to this agreement.

It is further mutually agreed that the **CONTRACT** may be assigned by the **CONTRACTOR**.

Interest will be charged at the rate of 1-1/2% per month on any payment that is past due for more than 30 days, unless otherwise specified.

**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 agreement are contingent upon the approval of **OWNER'S** credit by **CONTRACTOR**.

It is understood and agreed that **CONTRACTOR** shall not be liable for delays of 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.

**DELAYS:** Contractor shall not be responsible for any losses or damages for failure to perform or any delay in its performance where such failure or delay is due to any act or neglect of Owner or Owner's agents or nominees, by change orders requested by Owner, by fires or other casualty, strikes, accidents, public authorities, material or labor shortages, acts of God, or any other cause beyond the control of the Contractor.

Clerical errors will be corrected by either party on the request of the other party at no expense to either party.

**OWNER** is entitled to a written lien waiver when partial payments are made.

**NOTICE OF LIEN RIGHTS AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW: CONTRACTOR 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 BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, 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, AND THE OWNER SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

**CUSTOMER RIGHT TO CANCEL: YOU MAY CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO J.M. REMODELING & CONSTRUCTION L.L.C., BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGNED THIS AGREEMENT. IF YOU WISH, YOU MAY USE THIS PAGE AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS PAGE IS PROVIDED BY THE SELLER FOR YOUR RECORDS.**

\*This home is not a model home.

Initial \_\_\_\_\_

### **PROPOSAL TERMS**

1. **PAYMENT:** Except as otherwise provided in the Proposal, Owner shall pay **JM Remodeling & Construction, LLC** (hereinafter "Contractor") the Contract price, together with a payment of any extras that may be agreed upon, within 10 days of substantial completion, time being of essence. In the event a project continues beyond the end of any month, then monthly progress payments for the percentage of the project labor and material provided during such month within 10 days of billing. Any failure to pay a monthly progress payment when due shall constitute a material breach by Owner, excusing Contractor from continuing the project until such payment is received in full. Any portion of the Contract Price which remains unpaid after any of the above

2. **GUARANTEE:** CONTRACTOR GUARANTEES TO PERFORM ONLY AS PROVIDED IN THE PROPOSAL. SUCH GUARANTEE SHALL BE CONTRACTOR'S SOLE WARRANTY WITH RESPECT TO THE PROJECT. CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED AS TO ANY MATTER WHATSOEVER. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CONTRACTOR AND EXCLUDED FROM THIS PROPOSAL. CONTRACTOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES TO OWNER FOR THE BUILDING, INCLUDING ATTACHMENTS, ON WHICH THE ROOF IS ATTACHED, RESULTING FROM ANY DEFECTS IN THE ROOF OR ITS PARTS AND ATTACHMENTS.

3. **INSURANCE:** Contractor's workers are fully covered by Worker's Compensation and Public Liability Insurance. Owner shall be responsible for insurance coverage against fire, theft, vandalism, extended coverage, and additional perils in an amount adequate to protect the interest of Contractor and Owner.

4. **ACCESS:** Owner shall at all times provide Contractor with reasonable access to the property of performance of this Contract. Contractor may, during this progress of the project, keep and store upon the property all necessary materials, tools and equipment. Contractor shall not, in any event, be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Owner by reason of such construction, and the obligations of Owner shall not thereby be affected in any manner. Owner agrees to reimburse Contractor for all costs incurred by reason of inaccessibility.

5. **DISPUTES:** All disputes shall be resolved by binding arbitration conducted by **BBB** and pending resolution. Owner shall deposit all disputed funds into escrow with said board.

6. **LIMITATIONS OF ACTION:** No action shall be brought by Owner for any losses or damages incurred by Owner in connection with or arising out of the performance of this Proposal, more than (1) year after the accrual of the cause of action for such alleged loss or damage.

7. **SEVERABILITY:** If any provision of these terms is prohibited by or deemed invalid under applicable laws or regulations, then such provision shall be deemed inapplicable and deleted but shall not invalidate the remaining provisions hereof.

8. **JM REMODELING & CONSTRUCTION LLC** is not responsible for damage to building contents, drywall, rafters, electrical, heating, water lines, or other equipment that is located in or functions with the building and is below roofline. **JM Remodeling & Construction LLC** is not responsible for cleanup of existing roofing or dirt and grime that may result from construction activity.

9. **JM REMODELING & CONSTRUCTION LLC** is not responsible for damage to concrete or blacktop driveways or sidewalks - including cracks, splits and breakouts - that may result from construction activity where problems were present with or below such structures before construction began.

10. **JM REMODELING & CONSTRUCTION LLC** shall have no responsibility for goods and materials after they have been delivered to the job site. The Owner shall have the sole responsibility for any theft, damage, or destruction to goods and materials after they have been delivered to the job site.

11. **JM REMODELING & CONSTRUCTION LLC** does not and will not accept responsibility for ponding water around roof drainage systems, and for any designed tapered insulation system resulting from structural roof penetrations, faulty drain locations, and / or deflections in the following deck systems: wood, metal, all types of concrete decks, and to include cementitious decks.

12. Owner agrees not to engage, hire or employ any **JM Remodeling & Construction LLC** employee or subcontractor who has provided services hereunder to provide any services to Customer during the term of this Agreement or for a period of one (1) year after termination of the services provided, unless Owner receives written approval from **JM Remodeling & Construction LLC**.

**Initial** \_\_\_\_\_