

CITY OF MILWAUKEE
NOV 22 PM 3:03
CITY CLERK'S OFFICE

Linda and William Kirchen

521 N. 92nd Street
Milwaukee, WI 53226
414-698-8806 or 414-839-4328
williamkirchen@gmail.com or lindakirchen@gmail.com

November 16, 2021

City Clerk
Attention Claims
200 E. Wells St., Room 205
Milwaukee, WI 53202-3567

RECEIVED
OFFICE OF CITY ATTORNEY

NOV 24 2021

9:00 AM/PM

Dear Sir or Madam,

On August 24, 2021 approximately 4:00 pm a city tree in front of our house located at 1117-19 S. Layton Boulevard in Milwaukee, Wisconsin fell on our front yard fencing and hand rail. The tree branches were extremely heavy and did a lot of damage. Attached please see pictures. I called the City that afternoon to report the damage. There should be a record of that on file. The city came the next day to remove the large tree branches.

Attached please find two quotes for damages.

1. The Menards Quote Materials total-\$1323.14 (See attached) Menards does not install so Robert Mikalovic Contracting will install for \$800.00. (See attached) **Total Cost \$2123.14**

2. The Home Depot Quote (see attached) which includes materials and installation, the **Total cost is: \$2199.14**

We are asking the city of Milwaukee to pay damages in the amount of \$2,200.00 to cover the cost and installation of new fencing that was destroyed due to a city tree falling on our property.

Sincerely,

William and Linda Kirchen



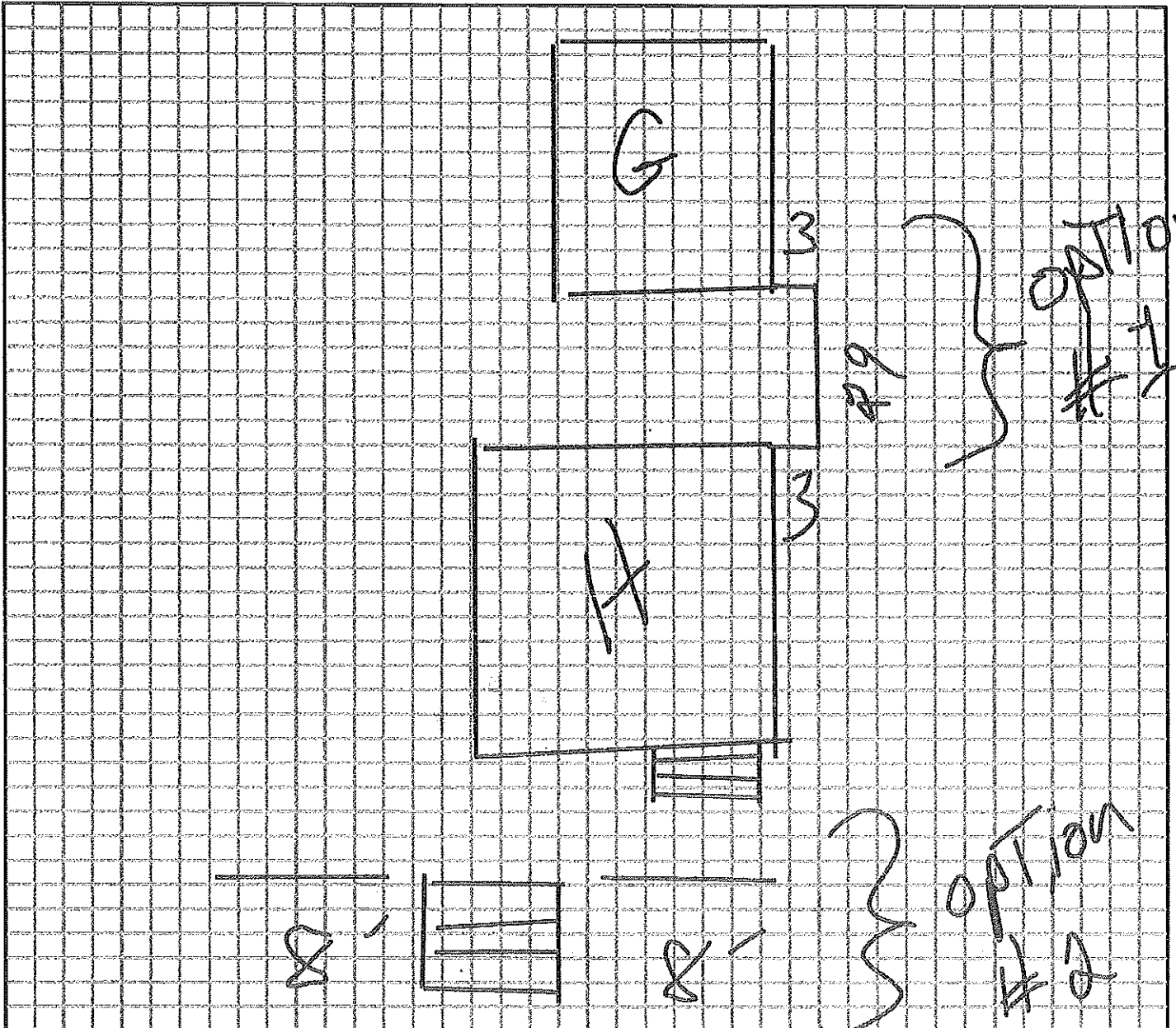
1st Quote



Fencing Quote/Specification

Home Depot License #'s - For the most current listing visit www.Homedepot.com/LicenseNumbers

Ian Beyer		888-966-7219	
Salesperson Name		Salesperson Phone #	
TGC006862			
Registration # (Req. in CA,CT,ME,MD,MI,NJ,DC)			
KIRCHEN	WILLIAM	4902	1-150173493811
Customer Last Name	Customer First Name	Store # / Branch Name	Customer Lead/ PO#
1117 SOUTH LAYTON BOULEVARD		MILWAUKEE	WI 53215
Customer Address		City	State Zip
414-698-8806			
Home Phone#	Work Phone#	Cell Phone#	Cross Street 1 Cross Street 2





Fencing Quote/Specification

KIRCHEN	WILLIAM	4902	1-150173493811	
Customer Last Name	Customer First Name	Store # / Branch Name	Customer Lead/ PO#	
1117 SOUTH LAYTON BOULEVARD		MILWAUKEE	WI	53215
Customer Address		City	State	Zip
414-698-8806				
Home Phone#	Work Phone#	Cell Phone#	Cross Street 1	Cross Street 2

FENCE INSTALLATION RELATED TO GRADE:

	LEVEL	FOLLOWING FLOW	STEPPED INSTALLATION	
	FENCE TO BE LEVEL WITH HIGHEST GRADE (CUSTOMER TO FILL IN GAPS)	SLIGHTLY UNEVEN GRADE WITH FENCE FOLLOWING FLOW OF GROUND FENCE WILL BE UNEVEN AT TOP	STEEP SLOPE WHERE FENCE CANNOT "RACK" ENOUGH TO FOLLOW GRADE AND MUST BE STEPPED, RESULTING IN LARGE GAPS UNDER FENCE. (CUSTOMER TO FILL IN GAPS)	
	<input type="checkbox"/> LEVEL	<input checked="" type="checkbox"/> FOLLOWING FLOW	<input type="checkbox"/> STEPPED INSTALLATION	
OPTION 1	Material:	red cedar	Style:	solid with dog ears
	Height:	6'	Footage:	35
	Post Cap:	flat	Color:	red cedar
	Post Type:	4x4	Picket Type:	1x6 dog eared
			If Gates:	n/a
			Rail Type:	2x3
			Estimate:	\$2883.14
	<input checked="" type="checkbox"/> LEVEL	<input type="checkbox"/> FOLLOWING FLOW	<input type="checkbox"/> STEPPED INSTALLATION	
OPTION 2	Material:	active yards pvc/vinyl	Style:	Silverbell straight
	Height:	4'	Footage:	16
	Post Cap:	pyramid	Color:	white
	Post Type:	5x5	Picket Type:	standard
			If Gates:	n/a
			Rail Type:	standard
			Estimate:	\$2199.14
	<input type="checkbox"/> LEVEL	<input type="checkbox"/> FOLLOWING FLOW	<input type="checkbox"/> STEPPED INSTALLATION	
OPTION 3	Material:		Style:	
	Height:		Footage:	
	Post Cap:		Color:	
	Post Type:		Picket Type:	
			If Gates:	
			Rail Type:	
			Estimate:	\$

This quote is valid for 7 days

NOTES:



Fencing Quote/Specification

KIRCHEN	WILLIAM	4902	1-150173493811	
Customer Last Name	Customer First Name	Store # / Branch Name	Customer Lead/ PO#	
1117 SOUTH LAYTON BOULEVARD		MILWAUKEE	WI	53215
Customer Address		City	State	Zip
414-698-8806				
Home Phone#	Work Phone#	Cell Phone#	Cross Street 1	Cross Street 2

CUSTOMER AGREES TO: OPTION 1 OPTION 2 OPTION 3

PERMIT/INSPECTION INFORMATION:

Permit Required? Yes No

Who will obtain it?

- Homeowner to obtain a permit (Service Provider requires a copy of permit before installation)
 Service Provider to obtain permit

Selection Amount	\$5082.28	Additional cost options and the prices in this column to the selection
Demolition Amount	\$incl	Take down and haul away old fence
Permit Cost	\$n/a	
Misc. Amount	\$n/a	(Explain in NOTES section below)
Subtotal	\$5082.28	
Sales Tax	\$incl	
Total Amount	\$5082.28	

Stock Product Special Order Product

PLEASE SIGN YOUR NAME TO VALIDATE THAT YOU AGREE WITH THE OPTION(S) ABOVE.

X
 (Customer Signature) (Date)

NOTES:



STORE # 3226 WMIL
2101 Miller Park Way
West Milwaukee, WI 53219

FAX: (414) 672-5212
EMAIL: WMILHardware@menards.com

Prices shown are valid today only.

2nd Quote

WMIL 98843



PICKING LIST - GUEST COPY

PAGE 1 OF 1

GUEST NAME - ADDRESS - PHONE

Kirchen, William
521 N 92nd St
Milwaukee, WI 53226-4565

Ph: (414) 698-8806
JOB DESC:

SOLD BY: MATTHEW H.
DATE: 09/25/21



AT YARD ENTRANCE

QUANTITY	DESCRIPTION	SKU NUMBER
2 EACH	8' GRASPABLE HANDRAIL CLEAR SYP	111-3690
12 EACH	4000 PSI CONCRETE 60 LB	189-1098
4 EACH	8"X4' CONCRETE FORMING BUILDERS TUBE	189-5117
4 EACH	EXT. NECK HANDRAIL - SSN348-953	225-6141
1 EACH	TAPCON HEX 1/4 X3-3/4 24340 75 PC	232-7147

**TO AVOID PRODUCT NOT BEING AVAILABLE ON A LATER DATE
PLEASE PICK UP ALL MERCHANDISE TODAY. THANK YOU.**

This is a quote valid today. Upon payment this quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities available for immediate pick-up. Product is not held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all purchases made on this picking list immediately. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the retail price of the products are higher than on the day purchased. Menards liability to you is limited to refunding your original purchase price for any product not picked up.

Guest Instructions:

1. Take this picking list to a cashier to pay for the merchandise.
2. Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)
3. Load your merchandise. (Menards Team Members will gladly help you load your materials but cannot be held liable for damage to your vehicle.)
4. When exiting the yard, present this list to the Gate Attendant. (The Gate Attendant will record the items you are taking with you.)
5. Sign the Gate Attendant's signature pad verifying you've received the merchandise.

PRE-TAX TOTAL: 171.26

Our insurance does not allow us to tie down or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your load is secure and if the twine supplied is strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

READ THE TERMS AND CONDITIONS CAREFULLY. All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree that if any merchandise purchased by you is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. You agree that there shall be no other remedy available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall be selling the product "AS IS." Oral statements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing or using it. **UNDER NO CIRCUMSTANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MERCHANDISE. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The guest agrees to these terms and conditions through purchase of merchandise contained on this document.

THIS IS NOT A RECEIPT

SELF-SCAN HERE ==>





STORE # 3226 WMIL
2101 Miller Park Way
West Milwaukee, WI 53219

FAX: (414) 672-5212
EMAIL: WMILBuildingMaterials@menards.com

Product must be paid for before it will be ordered from our vendor. Prices shown are valid today only.

Scan Barcode at Order Pickup Entrance

WMIL 30170406



SPECIAL ORDER CONTRACT
GUEST COPY
PAGE 1 OF 1

GUEST NAME - ADDRESS - PHONE

Kirchen, William
521 N 92nd St
Milwaukee, WI 53226-4565
Ph: (414) 698-8806

ESTIMATED ARRIVAL DATE
NOT BINDING ON MENARD, INC.
BASED ON PROMISES BY OTHERS 10/11/21

SOLD BY	ORDER DATE
MATTHEW H.	09/25/21

NOTIFICATION:
EMAIL: williamkirchen@sbcglobal.net
JOB DESC:

IMPORTANT

1. Verify quoted product and quantity
2. Product will be ordered upon payment
3. Track order on Menards.com
4. Pick up order within 14 days of arrival at store
5. Retain receipt

QTY ORDERED	DESCRIPTION	SKU	UNIT PRICE	EXTENDED PRICE
2 EACH	AVANT 38.5X6' STAIR RAIL WHITE ALUMINUM	171-0744	139.99	279.98
2 EACH	AVANT 38.5X8' STRAIT RAILWHITE ALUMINUM	171-0746	179.99	359.98
8 EACH	AVANT 2.5"X43.5" POST WHITE ALUMINUM	171-0748	63.99	511.92

READ THIS CONTRACT CAREFULLY. The terms and conditions set forth in this document are a complete and final expression of the parties. The contract cannot be altered except by written instrument explicitly signed and executed by the General Manager. Any and all claims under this contract must be brought within one year of purchase. "Custom made" special order merchandise purchased from Menards is **NON-REFUNDABLE**. "Non-custom made" Special order product may be refunded at Menards sole discretion with a 25% restocking fee. Purchaser is responsible for providing to Menards all measurements, sizes, and colors stated above. Purchaser's exclusive remedy, if any product is defective or fails to conform to the terms of the contract, is replacement of the product. All defects and non-conformities must be reported to Menards within 3 days of receiving the product. Purchaser understands that all product is sold "AS IS," and the manufacturer's warranty, if any, is controlling. **MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT.** There are no representations that the products listed herein meet local, state, or federal code requirements. Menards liability shall not exceed the purchase price of the products sold. **MENARDS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** Menards agrees to email Purchaser when the product is available for pick-up. If Purchaser fails to provide an email address, it is Purchaser's responsibility to check the status of the order by visiting Menards.com. If Purchaser refuses or fails to pick up the product within 14 days from the date of its availability, Menards may liquidate the product and shall be entitled to a 25% restocking fee. Menards may withhold any payment received as partial satisfaction. Purchaser agrees that Menards is not liable if the vendor, which supplies the product on this contract, fails to perform. Purchaser agrees that any and all controversies or claims arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules. Purchaser agrees that all arbitrators selected shall be attorneys. This provision shall supersede any contrary rule or provision of the forum state. **YOUR PURCHASE OF THE PRODUCT ON THIS CONTRACT CONSTITUTES YOUR AGREEMENT TO ALL TERMS AND CONDITIONS STATED ABOVE.**

SUB-TOTAL: 1,151.88

SHIPPING: 0.00

PRE-TAX TOTAL: 1,151.88

VENDOR: EAU CLAIRE DISTRIBUTION C

For the most accurate and up-to-date status of your order, please visit:

www.menards.com

If this is a partial pickup, please verify all quantities/items being signed for. Menards is not responsible for shortages after leaving the yard.



T. Barger Inc.
1350 Ellis St. Street
Waukesha, Wi 53186
1-414-397-4650

November 16, 2021

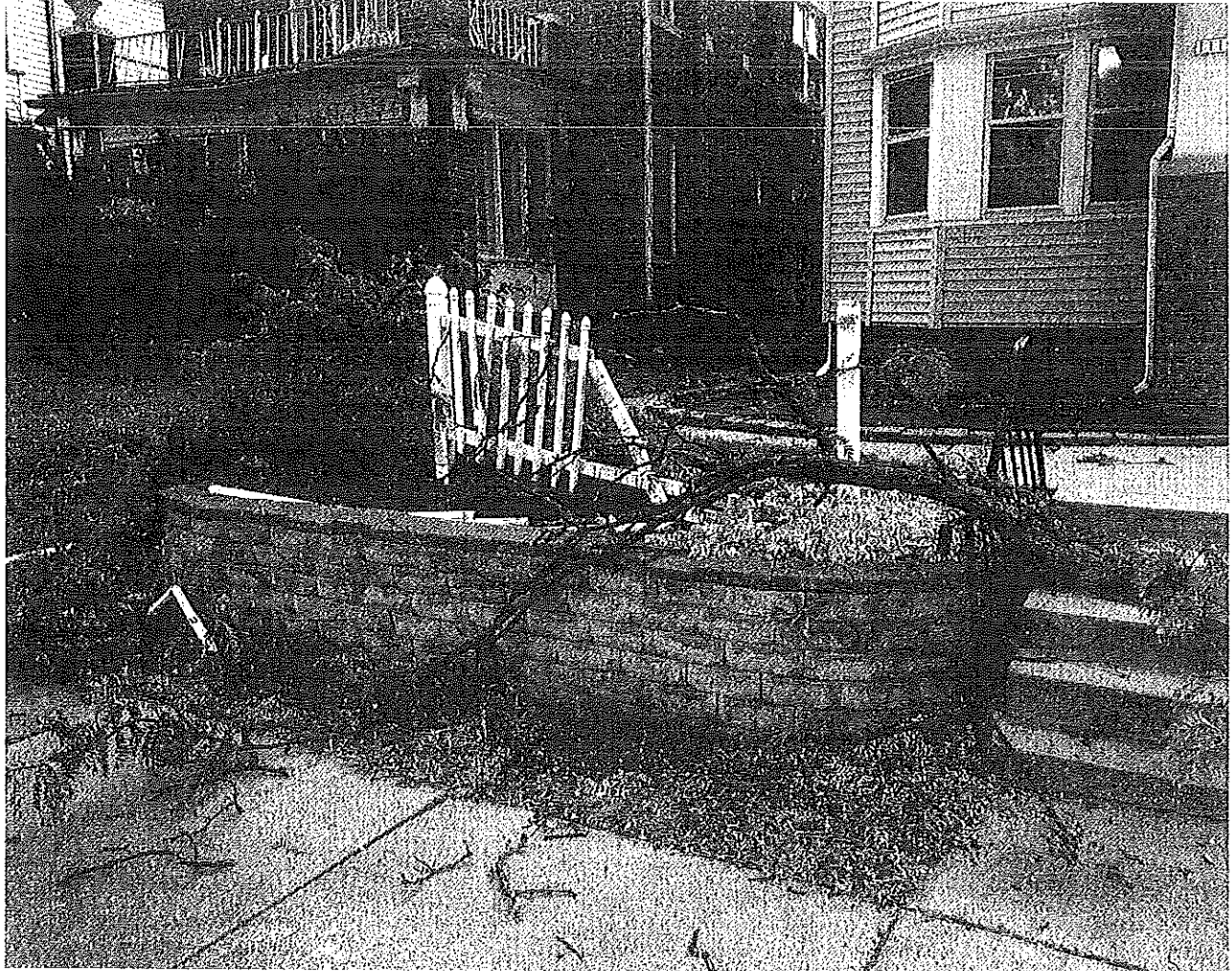
Customer: Linda and William Kirchen
521 N. 92nd Street
Milwaukee, WI. 53226

Labor Only: Quote for installation of new front fence and hand rail at 1117
-19 S. Layton Boulevard, Milwaukee, WI. 53215.

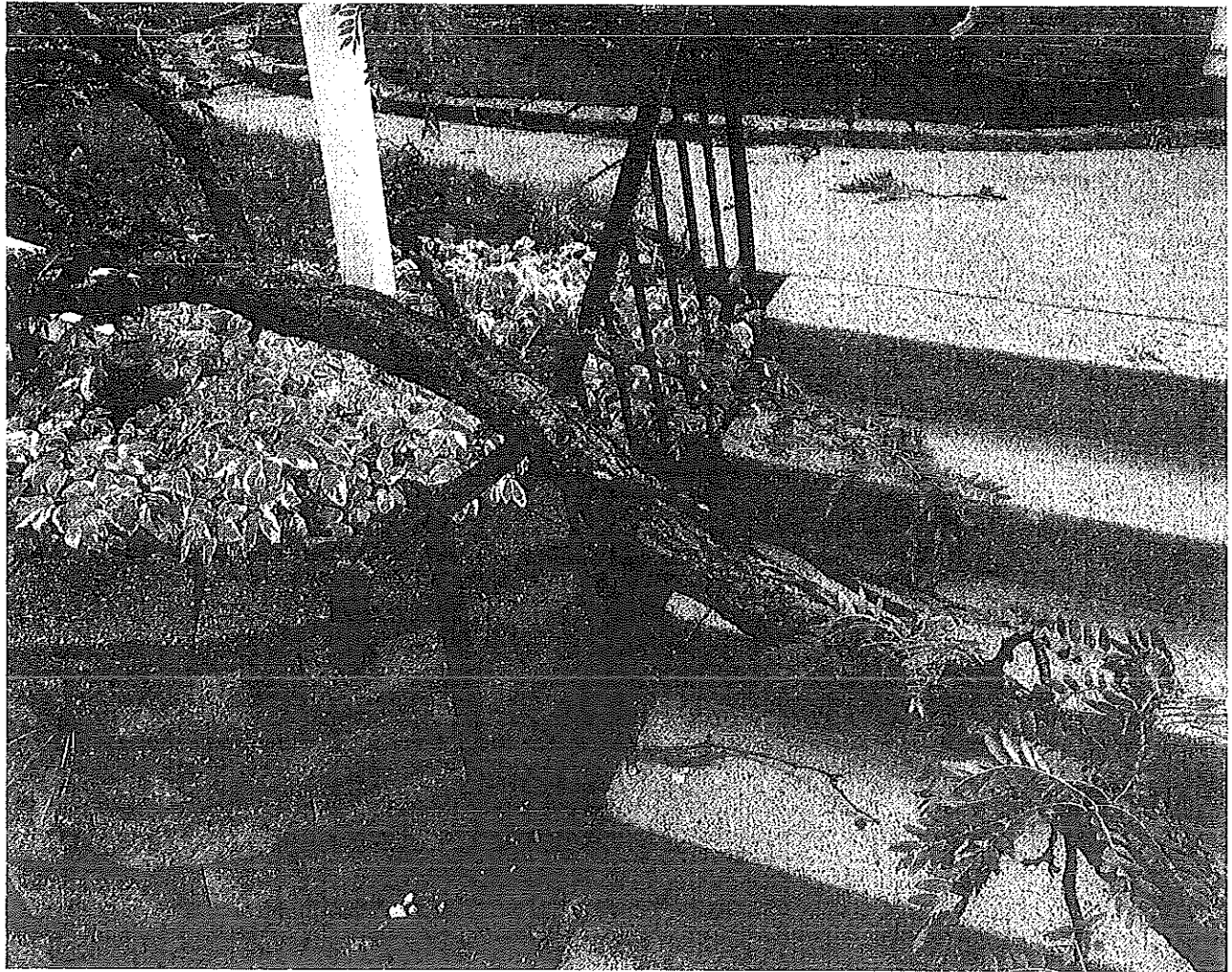
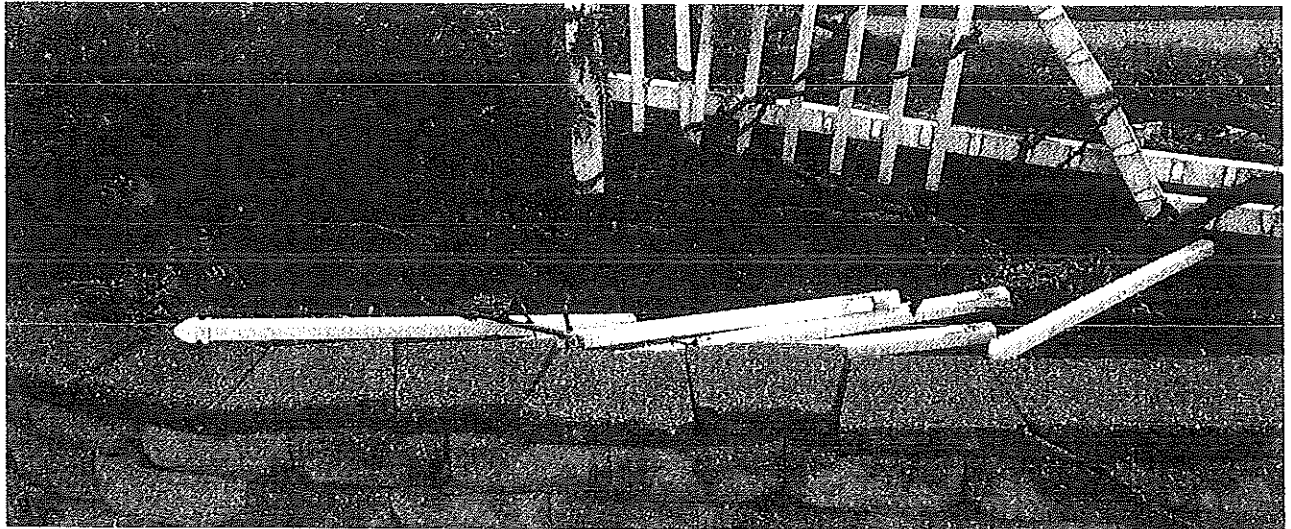
\$800.00

117 S. Layton Blvd
\$3215

From: Billy Kirchen williamkirchen@gmail.com
Subject: Photos of fence.
Date: November 17, 2021 at 8:24 AM
To: William Kirchen william.kirchen@gmail.com



1117 S. Leighton Blvd
53215



1117 S. Layton Blvd
53215

