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CITY OF MILWAUKEE
LICENSES COMMITTEE HEARING

In the Matter of:
GRAND VIEW WINDOWS of WISCONSIN
3917 West Layton Avenue, Greenfield

COMMITTEE MEMBERS

ALD. JAMES WITKOWIAK - Chairman
ALD. JAMES BOHL, JR. - Vice Chairman
ALD. JOSEPH A. DUDZIK
ALD. ROBERT PUENTE
ALD. WILLIE WADE

JARED ERDMANN - Aldermanic Aide 10th District
POLICE DEPARTMENT by SERGEANT CHET ULICKEY
CITY ATTORNEY'S OFFICE by BRUCE SCHRIMPF

MICHAEL WHITCOMB, Attorney at Law, 633 West
Wisconsin Avenue, Milwaukee, Wisconsin, appeared on
behalf of the Applicant.

Proceedings had and testimony given in the
above-entitled matter before the LICENSE COMMITTEE OF
THE CITY OF MILWAUKEE on the 25th day of April, 2006,
before Terese M. Schiebenes of Milwaukee Reporters
Associated, Inc.

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PROCEEDINGS

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(All City Personnel previously sworn.)

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CHAIRMAN WITKOWIAK: Jim Milner, Agent for
Grand View Windows of Wisconsin, Inc., Home
Improvement Contractor application for Grand View
Windows of Wisconsin, at 3917 West Layton Avenue,
Greenfield.

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(Speakers were duly affirmed.)

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CHAIRMAN WITKOWIAK: Name and address for
the record, please.

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MR. MILNER: Jim Milner, 3917 West Layton
Avenue, Greenfield, Wisconsin, 53221.

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LEGISLATIVE AIDE: Jared Erdmann,
representing Alderman Michael Murphy.

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MR. WHITCOMB: Thank you, Mr. Chairman. My
name is Michael Whitcomb. I'm an attorney
representing the applicant. Perhaps I can give an
opening statement, which would answer a great deal of
the questions that this record presents and also
perhaps answer the question of why Mr. Milner is here
again today after having been granted a home
improvement contractor's license last June.

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CHAIRMAN WITKOWIAK: You admit to receiving
the notice; is that correct?

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MR. WHITCOMB: Yes, voluminous notice.

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1 CHAIRMAN WITKOWIAK: Voluminous, yes.
2 That's the word of the day.

3 MR. WHITCOMB: With copies of the
4 transcripts from three other hearings. I would note
5 that the police objections all relate to Mr. Milner's
6 son Joseph, and I won't address those specifically.
7 Joseph is not part of this new company or the
8 business.

9 In the records presented before you, a crack
10 investigative team, whoever it may be, noted that the
11 contract for the Euclid property was entered into with
12 Grand View Windows and Siding, Incorporated, which is
13 not licensed in the City of Milwaukee. However, Mr.
14 Jim Milner, as the contractor under New View Home
15 Improvement contractor, the license that was granted
16 last July, secured the permit for that particular
17 property, and that would on its face appear to run
18 counter to the representations that Mr. Jim Milner
19 made to this committee that he would not have
20 involvement or do business for his son's company,
21 Grand View Windows.

22 Might I explain that the Euclid property had
23 been before this committee a number of times on the
24 various license applications by Grand View. The
25 contract was entered into on October of '04, a

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1 citation was issued to Grand View for that particular
2 contract because Grand View did not have a license,
3 Grand View Windows and Siding. Grand View Windows and
4 Siding came before this committee about this time last
5 year. There were two hearings held, one was held
6 over, and then in April of last year, this committee
7 recommended to the Council and the Council agreed not
8 to grant Grand View Windows and Siding a home
9 improvement contractor's license in Milwaukee.
10 Therefore, Grand View Windows and Siding could not
11 complete the work on Euclid. And if you recall, this
12 Euclid property was involved in civil litigation that
13 was brought to this committee's attention about a year
14 ago.

15 In order to make good the Grand View Siding
16 and Windows for the Euclid property, Mr. James Milner
17 secured the necessary permit to complete the work
18 because Grand View Windows and Siding could not do so
19 because it was not granted the license. That is the
20 reason why his new company, approved in June of last
21 year, applied for the permit for that particular
22 property because his son's company, of which he owns
23 10 percent, could not complete the work because it was
24 not granted a home improvement contractor's license.

25 The documents contained in the file, most

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1 specifically -- well, the Euclid citation, that was
2 eventually dismissed without prejudice. The citation
3 that's noted that is pending, that was to his son
4 Joseph and not to Jim, who sits before me today. The
5 warning letter contained in the file of April 5th,
6 2006 directed to Grand View Windows, the police report
7 -- or the License Division's report indicates that Mr.
8 Jim Milner, who sits before me, was the agent for
9 Grand View Windows. That's not correct. That warning
10 letter from the Wisconsin Department of Agriculture,
11 Trade and Consumer Protection was directed towards
12 Grand View Windows, and Mr. Jim Milner, who sits
13 before me today, is not the agent in any respect for
14 that company.

15 Finally, the letter of April 3rd, 2006
16 indicating that Jim Milner is the agent for Grand View
17 Windows of Wisconsin, Inc., which indeed he is because
18 that's the new corporation he formed, which that
19 corporation is before you today, that his bond may
20 expire effective at the end of this month, that is not
21 for any reason other than non-payment of premium. He
22 did not want to make that premium payment right now
23 only to ask to have it returned in the event this
24 committee and the Honorable Council do not see fit to
25 grant the license.

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1 The real question before you today, which is
2 probably front and foremost, is why is Mr. Milner here
3 today asking for approval of a home improvement
4 contractor's license for Grand View of Wisconsin,
5 Inc.? It's very simple. His son's company, Grand
6 View Siding and Windows, Incorporated, cannot do
7 business in Milwaukee. However, Grand View Siding and
8 Windows does substantial business in southeastern
9 Wisconsin in the suburbs and the surrounding
10 municipalities, does extensive advertising with the
11 name Grand View, his son does, and they do receive
12 inquiries from potential customers from the City of
13 Milwaukee.

14 Grand View Siding and Windows has learned
15 that it cannot do business in the City of Milwaukee,
16 can neither solicit contracts nor can it do
17 contracting work because the City has seen fit at this
18 time not to grant them a home improvement contractor's
19 license. Therefore, it was recommended to them by my
20 office from a business perspective that those
21 entities, those potential customers that respond to
22 Grand View Siding and Windows who reside in the City
23 of Milwaukee, that those customers be referred to a
24 new company, run and owned and operated by dad, Jim
25 Milner, a new corporation, and that corporation will

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1 only conduct the business that is to be conducted in
2 the City of Milwaukee because at times it's sometimes
3 difficult to instruct workers, especially as regards
4 permits and licensing, what the requirements are for
5 Milwaukee versus other municipalities, and therefore,
6 those crews assigned to Grand View of Wisconsin, Inc.
7 would know the Milwaukee rules.

8 I recommended that the Grand View name be
9 used. That name has goodwill attached to it, it does
10 have a brand name, people do respond to it. However,
11 the company Grand View Windows and Siding, Inc. cannot
12 do business in Milwaukee, and so those customers that
13 would go to Grand View Windows and Siding, Inc. for
14 business in response to advertising in the good name
15 in the City of Milwaukee, those customers would be
16 referred to, among other companies, but most
17 particularly Grand View of Wisconsin, Inc., and that
18 business would be operated in conjunction with the
19 business that was licensed -- in conjunction meaning
20 with the same employee staff -- with those laborers
21 who work for this other company that is licensed in
22 Milwaukee, but that company, New View, which was
23 licensed last June, that would also do the contracting
24 work outside of the City of Milwaukee, and once it's
25 up and operational, New View may not be doing a great

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1 deal of Milwaukee work other than perhaps
2 solicitation, because you need the sales license to
3 solicit work if you solicit in Milwaukee. But the
4 actual performance of the work, either by referral
5 from New View or by referral from Grand View Siding
6 and Windows, would be done by Grand View Wisconsin,
7 Inc. to take advantage of the good name of Grand View
8 Windows and also to avoid customer confusion by having
9 Grand View Siding and Windows not accept a potential
10 new customer and having to explain to them they can't
11 do work in Milwaukee, they would just refer the
12 business to Grand View of Wisconsin, Inc.

13 There is no business relationship, there is
14 no kickback, there is no interrelationship with the
15 companies, but they are father and son. And who
16 better to refer business than a son's company cannot
17 handle than a family member, and that would be the
18 father, the father who started them out in the
19 business to begin with. That's solely what is before
20 you today. There's no involvement of Joe Milner in
21 any way in this new enterprise, and the only
22 involvement of Grand View Siding and Windows would
23 have that that business that responds to their
24 advertising and their good name from the City of
25 Milwaukee would not be done by them, but those

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1 customers would be referred to Grand View of Wisconsin
2 to cut the deal if they could. And that's all because
3 -- it's not a statement of criticism -- that Grand
4 View Siding and Windows, Inc. cannot do business in
5 Milwaukee either by way of contracting or by way of
6 soliciting sales.

7 CHAIRMAN WITKOWIAK: Thank you. Appreciate
8 that explanation and synopsis of the situation. Did
9 everyone understand that? Are there any questions of
10 members of the committee? Comments from the
11 Alderman's Office?

12 LEGISLATIVE AIDE: I'm appearing to
13 represent constituents, Tim and Allison Tower, who had
14 a contract with Grand View Windows in July of 2005.
15 The work was substandard. There were attempts to
16 repair it, but none were satisfactory, and they
17 complained of strong-arm tactics, including a threat
18 of lien and lawsuit, eventually compelling them to pay
19 the full amount, despite them feeling like the job was
20 not in any way completed, and this was all without a
21 contractor's license. I have copies of that for
22 members. I believe it's part of the record. I
23 submitted it a day or so ago.

24 CHAIRMAN WITKOWIAK: Alderman Dudzik moves
25 to make the copies part of the permanent record in

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1 this hearing, and hearing no objections, so ordered.

2 MR. WHITCOMB: That, again, relates to Grand
3 View Siding and Windows, the son's business.

4 ALDERMANIC AIDE: Mr. Tower refers to both
5 Joe and Jim Milner in the letter, as having had
6 dealings with both in the course of this.

7 CHAIRMAN WITKOWIAK: Thank you.

8 MR. WHITCOMB: May I ask a question?

9 CHAIRMAN WITKOWIAK: Go ahead.

10 MR. WHITCOMB: When was the contract entered
11 into?

12 ALDERMAN AIDE: July 14th of 2005.

13 MR. SCHRIMPF: Mr. Chairman, I have a
14 question.

15 CHAIRMAN WITKOWIAK: Mr. Schrimpf.

16 MR. SCHRIMPF: Thank you. Was a permit
17 pulled on that job?

18 LEGISLATIVE AIDE: That I don't know. I
19 think that they entrusted the contractor to take care
20 of that. I don't believe the people pulled their own
21 permit.

22 MR. WHITCOMB: It wasn't done under New
23 View. New View, after it was licensed last summer,
24 did pull the permit on the Euclid property.

25 MR. SCHRIMPF: Right. You've covered that.

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1 MR. WHITCOMB: But not in this one.

2 What's the address on that property?

3 ALDERMANIC AIDE: 2930 North 73rd.

4 MR. WHITCOMB: The property that Mr. Erdmann
5 mentioned, that was the property that is involved in
6 the citation mentioned in the police report for 2930
7 North 73rd Street, and I understand that that matter
8 is pending, but my client here today, Mr. Jim Milner,
9 had no involvement in that particular transaction and
10 at that time had no involvement in Grand View Windows.

11 LEGISLATIVE AIDE: That is not the claim of
12 our constituents.

13 CHAIRMAN WITKOWIAK: Any questions by
14 committee members?

15 ALDERMAN DUDZIK: Mr. Chairman. Sir, you
16 just stated that Mr. Jim Milner had no contact with
17 people at 2930 North 73rd Street, but in their letter
18 they clearly state that they had, in fact, talked to him
19 personally.

20 MR. WHITCOMB: Go ahead.

21 MR. MILNER: Yeah, I was there. My son
22 asked me to go out and look and see what the problem
23 was with the house. I had nothing to do with the
24 work, none of my crews worked on it. I went out and
25 looked at it, I talked to the people, went back and

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1 told my son try to correct it or send somebody out to
2 correct it.

3 ALDERMAN DUDZIK: You never told the
4 property owners that they were being too picky?

5 MR. MILNER: No, no, I didn't. In fact, I
6 wrote down exactly -- I don't have a copy of it -- but
7 I wrote down what their complaints were, and I went
8 back told my son, yeah, that's got to be redone.

9 ALDERMAN DUDZIK: So you never had any
10 conversation with them whatsoever?

11 MR. MILNER: Yes, I did, sure. I walked
12 around with both of them. The woman was going
13 ballistics on me, but the gentleman was all right. We
14 walked around and looked at it, and I said you're
15 right. They were right. It had to be redone. As far
16 as I know, it was redone and settled. Not my crews,
17 I just went out there to try to resolve it, that's
18 all.

19 MR. SCHRIMPF: And then, Mr. Chairman, I
20 have one more question. People that you identify as
21 your constituents, did they initiate any action
22 against Grand View?

23 LEGISLATIVE AIDE: I don't believe so. As
24 far as I can tell from their communications, they
25 first contacted us last summer, so this is a refresher

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1 for me. But, as I understand, they eventually gave up
2 and paid it. They felt intimidated and did not want
3 to go through a legal action attempting to recover
4 their money, so they paid it.

5 MR. SCHRIMPF: Mr. Chairman, I'm not sure
6 that the police report has been read up to this point.
7 I don't recall if it was or not.

8 CHAIRMAN WITKOWIAK: Please.

9 SGT. ULICKEY: There is one incident on
10 here. On 8/17 of '05, Grand View Windows was cited in
11 the City of Milwaukee for home improvement
12 contractor's license. It's scheduled for Municipal
13 Court on May 1st of '06, and the complainant on that
14 citation -- the citation was issued to Grand View
15 Windows, Incorporated, not to James or Joseph Milner
16 -- the complainant on the citation is Mr. Tower, Tim
17 Tower, I believe.

18 MR. WHITCOMB: In the Milwaukee Municipal
19 Court Case Information Sheet on that particular
20 citation using the citation number contained in the
21 police report, it indicates that the violation
22 location was 2930 North 73rd, and that would be the
23 property about which you're speaking?

24 LEGISLATIVE AIDE: Yes.

25 CHAIRMAN WITKOWIAK: Any questions by

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1 members of the committee?
2 ALDERMAN DUDZIK: Mr. Chairman.
3 CHAIRMAN WITKOWIAK: Alderman Dudzik.
4 ALDERMAN DUDZIK: Sir, although the work
5 appears to have been done by the company that your son
6 owns --
7 MR. MILNER: Yes.
8 ALDERMAN DUDZIK: -- do you know whether your
9 son ever pulled any permits for this location?
10 MR. MILNER: No.
11 ALDERMAN DUDZIK: You don't know or he
12 didn't?
13 MR. MILNER: I don't know. More than likely
14 he didn't if he wasn't licensed.
15 DNS: The last permit pulled was an
16 electrical permit back in 2003.
17 MR. WHITCOMB: Do you know what the work was
18 for?
19 LEGISLATIVE AIDE: Windows.
20 MR. WHITCOMB: Permits are required for
21 windows?
22 MR. MILNER: I don't think so.
23 ALDERMAN DUDZIK: It depends upon the extent
24 of the --
25 MR. MILNER: Replacement windows, no

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1 remodeling, no openings.

2 DNS: If the size of the opening is changed,
3 it would require a permit. Also, a permit is required
4 for siding in the City of Milwaukee.

5 MR. SCHRIMPF: But in this case, the opening
6 was not changed?

7 MR. MILNER: No.

8 DNS: No permits were pulled.

9 MR. SCHRIMPF: So you're saying -- to the
10 DNS -- so you're saying that might not necessarily be
11 a violation of the local ordinances?

12 DNS: Correct. But if siding was done at
13 this location, siding requires a permit.

14 MR. SCHRIMPF: I don't think there's any
15 evidence of that, is there?

16 CHAIRMAN WITKOWIAK: Mr. Milner, do you
17 recall being at that house?

18 MR. MILNER: Yes.

19 CHAIRMAN WITKOWIAK: I'm just interested to
20 hear, what were some of the problems with
21 installation?

22 MR. MILNER: Nothing with the installation.
23 It was aluminum trim on the exterior of the windows.
24 Part of it was taken off, wasn't refinished. It had
25 to be redone. And I suggested doing a couple other

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1 ones, because whoever he had do it did it kind of
2 backwards. In other words, water flows down, it flows
3 in, and the contractor Joe had to do it, he had the
4 seams going up instead of down. I says that ain't
5 going to fly, it's going to get water in eventually,
6 and it's going to deteriorate, so I said change it.

7 CHAIRMAN WITKOWIAK: All right. Any other
8 questions by members of the committee?

9 ALDERMAN BOHL: Mr. Chairman.

10 CHAIRMAN WITKOWIAK: Alderman Bohl.

11 ALDERMAN BOHL: In terms of even some of the
12 questions from previous hearings when Joe Milner was
13 before us, am I incorrect in my recollection or
14 assumption that Joe Milner had no business taking bids
15 and performing work in the City of Milwaukee?

16 MR. WHITCOMB: I read the transcripts this
17 afternoon. It was unclear. But the way the statute
18 or the ordinance is written, a contractor cannot
19 engage in business in Milwaukee, that is true. As far
20 as solicitation, the salesperson section of the
21 ordinance states a salesperson is one that solicits
22 for sales at anyplace within the City of Milwaukee.
23 So an unlicensed person in the City of Milwaukee may
24 solicit work from Milwaukee citizens as long as that
25 solicitation occurs outside the city without being

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1 afoul of the ordinance.

2 ALDERMAN BOHL: That is what I recall, as
3 well, too. It would have required an individual
4 customer to go to where they are located in terms of
5 his son's business in Greenfield and to sign a
6 contract there at the business in Greenfield or
7 somewhere else outside of the City of Milwaukee
8 proper. I just don't know.

9 MR. WHITCOMB: The work would have to be
10 done, however, by a contractor contracting business
11 licensed in the City, of which Grand View Windows and
12 Siding is not.

13 ALDERMAN BOHL: I'm certain -- I don't know
14 if Mr. Erdmann knows whether or not this particular
15 contract was signed outside of the City of Milwaukee
16 or at the individual's home.

17 LEGISLATIVE AIDE: I don't know.

18 MR. MILNER: I do know it was signed in the
19 Waukesha office.

20 ALDERMAN BOHL: The Waukesha office?

21 MR. MILNER: Yes, sir.

22 ALDERMAN BOHL: Thank you.

23 MR. WHITCOMB: The dad may have been -- I'm
24 speculating now -- sent in to clean up the mess since
25 Grand View could not do the work itself since it

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1 didn't have a license.

2 CHAIRMAN WITKOWIAK: Any other questions by
3 members of the committee? Do you have anything to say
4 in closing?

5 MR. WHITCOMB: No, Mr. Chairman. This is
6 strictly a business decision upon my recommendation to
7 benefit from Grand View business in the City of
8 Milwaukee that cannot be performed by Grand View
9 Siding and Windows and have it be referred to dad's
10 company using the same name so as to avoid customer
11 confusion.

12 And as regards the comments from the
13 Alderman's office, I would remind you that under the
14 ordinance, no recommendation can be made concerning
15 this license based upon the quality of workmanship,
16 which appears to be the complaint of that particular
17 constituent, even though that was not a project that
18 Mr. Jim Milner was involved in other than trying to do
19 the subsequent inspection and clean it up. And I
20 apologize to the committee, I did not know until this
21 time that Mr. Milner had been out there in person. I
22 apologize for misspeaking in that regard. His company
23 did not have any contractual relationship with these
24 people. Thank you, Mr. Chairman.

25 CHAIRMAN WITKOWIAK: That brings to mind

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1 one thing. I have a question for Mr. Milner. Do you
2 have any employees in common with your son's company?

3 MR. MILNER: No. You mean do I use his
4 subcontractors for any of my work? No, no.

5 CHAIRMAN WITKOWIAK: There are no people
6 that you know of that work for both places?

7 MR. MILNER: I know them, but they don't
8 work for him and me, no. I've had employees that work
9 for me that have worked for him. I mean, after they
10 worked for me, I haven't used them or whatever, and he
11 needed somebody, he's used them, yes. Do I call him
12 up and use his employees or does use mine? No.

13 CHAIRMAN WITKOWIAK: How many employees do
14 you have?

15 MR. MILNER: It varies. I run crews. It
16 depends on how busy on how many I need.

17 CHAIRMAN WITKOWIAK: Maximum, minimum?

18 MR. MILNER: I've had a maximum of five
19 crews.

20 MR. WHITCOMB: Five crews?

21 MR. MILNER: Five crews working for
22 different contractors that I work for.

23 CHAIRMAN WITKOWIAK: What's a crew?

24 MR. MILNER: Two men, at least.

25 CHAIRMAN WITKOWIAK: And your son, how many

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1 employees does he have?

2 MR. MILNER: I don't know offhand.

3 CHAIRMAN WITKOWIAK: All right. Anything
4 further by members of the committee?

5 LEGISLATIVE AIDE: May I ask a question, Mr.
6 Chairman?

7 CHAIRMAN WITKOWIAK: Please, go ahead,
8 Jared.

9 LEGISLATIVE AIDE: If the son's business is
10 named Grand View and this business is named Grand
11 View, what's the difference? Are they two businesses
12 with the same name?

13 MR. MILNER: They're not the same name.

14 LEGISLATIVE AIDE: What's the difference?

15 MR. MILNER: He's Grand View Windows and
16 Siding, I'm Grand View Windows of Wisconsin, two
17 different corporations.

18 CHAIRMAN WITKOWIAK: They're separate legal
19 entities?

20 MR. MILNER: Yes.

21 MR. WHITCOMB: There's nothing that's
22 interlocking other than his 10 percent ownership of
23 Grand View Siding and Windows. And the reason I'm
24 using the name is to avoid customer confusion from
25 those people who respond to Grand View Siding and

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1 Windows' advertised and rely on their good reputation,
2 they go to Grand View Siding and Windows and
3 they're from Milwaukee, the property is in Milwaukee,
4 Grand View Siding and Windows cannot do the work
5 because they're not licensed in the city, my
6 recommendation is for that work, refer it, keep it in
7 the family, refer it to dad.

8 I recommended to dad to set up a separate
9 company that only does City of Milwaukee work, use the
10 Grand View name to avoid customer confusion, and
11 that's what they have done.

12 CHAIRMAN WITKOWIAK: So we've avoided
13 customer confusion but succeeded in confusing the
14 committee.

15 ALDERMAN WADE: I think maybe our
16 recommendation might avoid some customer confusion.

17 CHAIRMAN WITKOWIAK: Okay. This matter is
18 in committee.

19 ALDERMAN BOHL: At this point, I would move
20 to deny the application. I believe that honestly
21 we've had too many issues and that there is ultimately
22 not to my satisfaction a sufficient amount of veracity
23 when it comes to what I believe is an intermingling of
24 perspective work between father and son, despite
25 testimony here. I think that rather than simplify the

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1 process for their own advertising, which I do believe
2 this would do, the son's and/or the father's, I think
3 that this ultimately would add a measure of greater
4 confusion to the general public here in the City of
5 Milwaukee, and I think that ultimately it would work
6 to circumvent this body's rightful denial of the
7 existing Grand View company.

8 I just don't believe that it is in the
9 benefit of would-be consumers here in the City of
10 Milwaukee to call one number and not know which
11 company functionally they're going to. If we ever
12 checked with inspectors what's the distinction that's
13 going to be drawn, Grand View Windows was here or
14 Grand View Windows and Siding was here, I don't know,
15 they just said their name was Grand View, I think that
16 it would add a great element in terms of confusion of
17 our ability to enforce, to inspect, and a great amount
18 of confusion to the general public, in addition to
19 what it does before this body.

20 CHAIRMAN WITKOWIAK: The motion by Alderman
21 Bohl is to recommend denial based on items contained
22 in the notice. Discussion on the motion? Are there
23 any objections to the motion? Hearing none, so
24 ordered.

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1 STATE OF WISCONSIN)
2)
3 MILWAUKEE COUNTY)

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5 I, TERESE M. SCHIEBENES, of Milwaukee
6 Reporters Associated, Inc., 5120 West Blue Mound Road,
7 Milwaukee, Wisconsin 53208, certify that the
8 foregoing proceedings is a full and complete
9 transcript of my stenographic notes taken in the
10 foregoing proceedings.

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17 TERESE M. SCHIEBENES
18 Certified Shorthand Reporter

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Dated this day of , 2006.

