Linda and William Kirchen

Navember 16, 2021

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

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

RECEIVED OFFICE OF CITY ATTORNEY

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.

William and Linda Kirchen

William and Linda Kirchen



299A Fencing Quote/SPEC (17 May 21) (C)

1st Quote

Fencing Quote/Specification

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

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Lead/PO#

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Fencing Quote/Specification

KIRCHEN		WILLIAM	4902				1-150173493811				
Customer Last N	ame	Customer Fir	st Name	Sto	re#/Branch N	Vame	1	Customer	Lead/ PO#		
1117 SOUTH LA	YTON BOULE	/ARD		М	LWAUKEE			WI	53215		
Customer Addre	SS			Cit	у			State	Zip		
414-698-8806											
Home Phone#	Work Ph	one#	Cell Phone#	Cre	oss Street 1			Cross Stre	eet 2		
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Fencing Quote/Specification

KIRCHEN	Wil	LLIAM	4902	1-1501734	1-150173493811					
Customer Last Name	Cus	stomer First Name	Store # / Branch Name	Customer L	.ead/ PO#					
1117 SOUTH LAYTO	N BOULEVARD		MILWAUKEE	WI	53215					
Customer Address		A control of the cont	City	State	Zip					
414-698-8806										
Home Phone#	Work Phone#	Cell Phone#	Cross Street 1	Cross Stree	t 2					
CUSTOMER AGRE	ES TO:	OPTION 1	OPTION 2	OPTION 3						
PERMIT/INSPECT	ION INFORMA	ATION:								
Permit Required?	✓ Yes	No								
Who will obtain it?										
✓ Homeowner to o	btain a permit (S	Service Provider requires a	copy of permit before installation	1)						
Service Provider	to obtain permit	t Barrens a come more properties and a sure, come a some	***************************************							
Selection Amount	\$5082.28	Additional cost options	and the prices in this column to	the selection						
Demolition Amount	\$incl	Take down and haul aw	vay old fence							
Permit Cost	\$n/a									
Misc. Amount	\$n/a	(Explain in NOTES se	ction below)							
Subtotal	\$5082.28				_					
Sales Tax	\$incl									
Total Amount	\$5082.28									
Stock Product	\overline{Z}	Special Order Product								
PLEASE SIGN VOI	IR NAME TO V	VALIDATE THAT VOIL	AGREE WITH THE OPTION	(S) AROVE						
				(b) ADO VE.	F*************************************					
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(Customer Signa	ture)				(Date)					
NOTES:										
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GUEST NAME - ADDRESS - PHONE

Milwaukee, WI 53226-4565

(414) 698-8806

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

Kirchen, Wiliam

521 N 92nd St

JOB DESC:

FAX; (414) 672-5212

EMAIL: WMILHardware@menards.com







PICKING LIST - GUEST COPY PAGE 1 OF 1

SOLD BY: MATTHEW H.

DATE: 09/25/21

AT VARD 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.

1. Take this picking list to a cashier to pay for the merchandise.

Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)

Load your merchandise. (Menards Team Members will gladly help you load your materials When exiting the yard, present this list to the Gate Attendant. (The Gate Attendant will record the

items you are taking with you.)

Sign the Gate Attendant's signature pad verifying you've received the merchandise.

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 ==>



171,26

PRE-TAX TOTAL:



STORE # 3226 WMIL 2101 Miller Park Way West Milwaukee, WI 53219 FAX: (414) 672-5212

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

EMAIL: WMILBuildingMaterials@menards.com

Scan Barcode at Order Pickup Entrance WMIL 30170406

GUEST NAME - ADDRESS - PHONE

Kirchen, Wiliam

Milwaukee, WI 53226-4565 Ph: (414) 698-8806

521 N 92nd St



SPECIAL ORDER CONTRACT **GUEST COPY** PAGE 1 OF 1

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

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:

ORDERED	DESCRIPTION	SKU	UNIT PRICE EXT	ENDED 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

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.

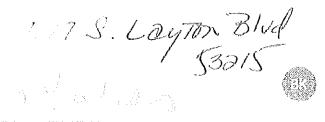
\$800.00

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. Layron Blud 53215

