

July 15, 2002

Mr. and Mrs. George W Giles
6631 W Glenbrook Rd
Milwaukee, WI 53223
414-355-4177 evening telephone
414-931-2041 day telephone of wife (Carmen Giles)

CITY OF MILWAUKEE

2002 SEP -3 PM 3: 56

RONALD D. LEONHARDT
CITY CLERK

To City of Milwaukee:

3073 N 39th Street (Residence of forced entry)

RECEIVED CITY OF MILWAUKEE

We would like to appeal the forced entry. We had the doors repaired because of safety reasons.

Please let us know what are the next steps. We would like to request a hearing.

Reference letter:

On March 15, 2002 at 10:05pm, The Milwaukee Police was in pursuit of a subject who fled from a car. During this time our tenant was coming home from the grocery store. The Milwaukee Polices ran passed our tenants. Around 15 minutes later, the police forced entry into the property and destroyed the front entry door and severely damaged the upper interior door. The police thought the subject went into the tenant residence. The subject was not found in the tenant home. The police indicated that it was a mistake.

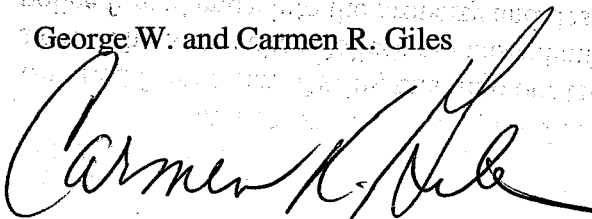
I have included a copy of the police report, the cost of the repairs (\$609.00), a receipt from the company whom repaired the doors and a copy of the letter of denial from the insurance company. We had the doors repaired because of safety reasons.

We can not afford to absorb the cost of these repairs. I lost my job last year in August of 2001 due to company down sizing. I got a new job several months ago. Currently, we are trying to become current with our bills. The cost to replace and repair the doors is an expense we can not afford at the present time. Our home insurance did not cover these repairs.

We are submitting this letter for reimbursement of damaged done to our property. Please let us know what are the next steps.

If there are any further questions please give us a call or write to the above address.

George W. and Carmen R. Giles



CITY ATTORNEY

02 SEP -5 AM 8:42

RECEIVED
CITY OF MILWAUKEE

May 20, 2002

Mr. and Mrs. George W Giles
6631 W Glenbrook Rd
Milwaukee, WI 53223
414-355-4177 evening telephone
414-931-2041 day telephone of wife (Carmen Giles)

5
CITY OF MILWAUKEE
RECEIVED

02 MAY 31 PM 4:03

OFFICE OF
CITY ATTORNEY

To City of Milwaukee:

3073 N 39th Street (Residence of forced entry)

On March 15, 2002 at 10:05pm, The Milwaukee Police was in pursuit of a subject who fled from a car. During this time our tenant was coming home from the grocery store. The Milwaukee Polices ran passed our tenants. Around 15 minutes later, the police forced entry into the property and destroyed the front entry door and severely damaged the upper interior door. The police thought the subject went into the tenant residence. The subject was not found in the tenant home. The police indicated that it was a mistake.

I have included a copy of the police report, the cost of the repairs (\$609.00), a receipt from the company whom repaired the doors and a copy of the letter of denial from the insurance company. We had the doors repaired because of safety reasons.

We can not afford to absorb the cost of these repairs. I lost my job last year in August of 2001 due to company down sizing. I got a new job several months ago. Currently, we are trying to become current with our bills. The cost to replace and repair the doors is an expense we can not afford at the present time. Our home insurance did not cover these repairs.

We are submitting this letter for reimbursement of damaged done to our property. Please let us know what are the next steps.

If there are any further questions please give us a call or write to the above address.

George W. and Carmen R. Giles

George W. Giles
Carmen R. Giles

CITY OF MILWAUKEE
2002 MAY 31 AM 11:58
RONALD D. LEONHARDT
CITY CLERK

MILWAUKEE POLICE DEPARTMENT

Loc: District Seven

Date: 03-15-02

REPORT

In the matter of: FORCED ENTRY TO 3073 N. 39th St.

To: Anna M. RUZINSKI

Captain of Police

DATE/TIME: 03-15-02 10:08 pm
LOCATION: 3073 N. 39th St.
OWNER/OCCUPANT: Carmen Giles
ADDRESS/PHONE: 6631 W Glenbrook Rd. 355-4417
OFFICER(S) AT SCENE: PO BROUSSEAU/MEADE
SUPERVISOR(S) AT SCENE: Sgt. R STEIN
ENTRY MADE BY: BROUSSEAU

REASON FOR ENTRY: Subject fled from car after vehicle pursuit. Officer believed subject fled into above location.

(CONTINUE ON ADDITIONAL REPORT IF NECESSARY)

WAS COMPLAINANT NOTIFIED OF CLAIM PROCEDURES? YES ☒ NO ☐

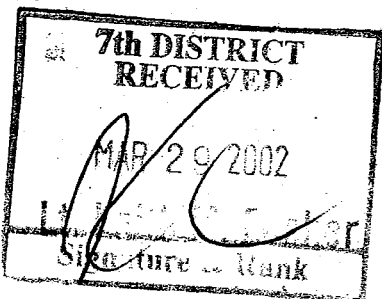
POINT OF ENTRY: Front Entry door. Upper interior door

DAMAGE: Door frame and door of above entry points

PHOTOS TAKEN BY: Sgt. STEIN

NUMBER OF PHOTOS: 7

LOCATION RESECURED (HOW): Board-up



Respectfully submitted,

Sgt. R Stein
Sgt. Richard STEIN
District Seven Early Shift



AMERICAN FAMILY INSURANCE GROUP

440 S EXECUTIVE DR • BROOKFIELD WI 53005-4280 • PHONE: (262) 784-9100, 784-2933 • FAX: (262) 784-3828

Mailing Address: PO BOX 2927 • MILWAUKEE WI 53201-2927

March 20, 2002

GEORGE W & CARMON GILES
6631 W GLENBROOK
BROWN DEER WI 53223

RE: Our Claim Number: 00-601-314071-0724
Our Policy Number: 48-F18127-01
Our Insured: George W & Carmon Giles
Date of Loss: March 17, 2002

Dear George and Carmon:

This letter will confirm my recent phone conversation with Carmon regarding the front entrance door damages resulting from the police break-in at your rental property at 3701 & 3703 N 39th St. in Milwaukee, which occurred on March 17, 2002.

Please be advised that the Dwelling Property (DP-1) policy provides coverage for building damages at 3701 & 3703 N. 39th St. address, on a named peril basis. What this means is that in order for coverage to apply, the loss must be a direct result of one the perils listed on the policy. I have enclosed and highlighted a list of those perils. As you can see, there is no named peril for policemen breaking down doors while in pursuit of a suspect under this policy.

We regret to inform you, as stated above, there is no coverage for the claim that you have submitted for the door damages.

If you have any questions, please contact the undersigned at 262-784-2933, Ext. 48418, at your earliest convenience.

Respectfully,

Dwane Gatti
Property Claim Analyst
Milwaukee South Branch
1-800-374-1111, Ext. 48418
dgatti@amfam.com

cc: Agent Thai Vang (148/046)

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, you and your refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. We, "us" and "our" refer to the Company providing this insurance.

COVERAGES

This insurance applies to the Described Location. Coverages for which a limit of liability is shown and perils insured against for which a premium is stated.

COVERAGE A - Dwelling

We cover:

1. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
2. materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
3. if not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

This coverage does not apply to land, including land on which the dwelling is located.

COVERAGE B - Other Structures

We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. used in whole or in part for commercial, manufacturing or farming purposes; or
2. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

COVERAGE C - Personal Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. At your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

Property Not Covered. We do not cover:

1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold, other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver, other than silverware, tickets and stamps;
2. animals, birds or fish;
3. aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
4. motor vehicles or all other motorized land conveyances. This includes:
 - a. their equipment and accessories; or
 - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
 - (1) accessories or antennas; or
 - (2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

PERILS INSURED AGAINST

Unless the loss is excluded in the General Exclusions, we insure for direct physical loss to the property covered caused by:

1A. Fire or lightning

1B. Internal Explosion meaning explosion occurring in the dwelling or other structure covered on the Described Location or in a structure containing personal property covered.

Explosion does not mean:

- a. electric arcing;
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.

When a Premium for Extended Coverage is shown in the Declarations, Perils 12 through 8 are made part of Perils Insured Against:

2. Windstorm or hail

This peril does not include loss:

- a. to the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
- b. to the following property when outside of the building:
 - (1) awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers; or
 - (2) canoes and rowboats.

3. Explosion.

This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.

Explosion does not mean:

- a. electric arcing;
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

This peril replaces Peril 1B.

4. Riot or civil commotion.

5. Aircraft including self-propelled missiles and spacecraft.

6. Vehicles

This peril does not include loss:

- a. caused by a vehicle owned or operated by you or a resident of the Described Location; or
- b. caused by any vehicle into fences, driveways and walks.

7. Smoke, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from fireplaces or from agricultural smudging or industrial operations.

8. Volcanic Eruption other than loss caused by earthquake, land shock waves or tremors.

When a Premium for Vandalism or Malignant Mischief is shown in the Declarations, the following is made part of Perils Insured Against:

9. Vandalism or malicious mischief.

This peril does not include loss:

- a. to glass or safety glazing material constituting a part of the building other than glass building blocks;
- b. by pilferage, theft, burglary or larceny, but we will be liable for damage to the building covered caused by burglars; or
- c. to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Erich Lindner

088752

INVOICE

Door Installations

SOLD TO <i>George Giles</i>		SHIP TO			
ADDRESS <i>Prop. 7077 ~ 79</i>		ADDRESS			
CITY, STATE, ZIP <i>Mt Waverley</i>		CITY, STATE, ZIP			
CUSTOMER ORDER NO.	SOLD BY <i>E.L.</i>	TERMS	F.O.B.	DATE <i>7-25-02</i>	
ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		① Replace Entry door to upper with same litness (Full View) 74 x 80			259 -
		② Replace handle side door jams			150 -
		③ Repair upper interior door			125 -
		④ new locks + hardware			75 -
<i>paid in Full</i>					<i>total</i>
<i>7-25-02 E.L.</i>					<i>609 -</i>

Adams 5840

RECEIPT

DATE	<i>7-25-02</i>	No.	<i>118576</i>
FROM	<i>George Giles</i>		<i>\$ 772</i>
	<i>Door work</i>		DOLLARS
<input type="radio"/> FOR RENT	<i>3077 ~ 79</i>		
<input type="radio"/> FOR			
ACCT.		<input type="radio"/> CASH	
<input checked="" type="radio"/> PAID		<input checked="" type="radio"/> CHECK	FROM <i>461</i> TO <i>5777</i>
DUE		<input type="radio"/> MONEY ORDER	BY <i>Erich Lindner</i>

2501

PD-43 2/98

**MILWAUKEE POLICE DEPARTMENT
DAMAGE NOTICE**

(SUPERVISOR TO LEAVE IN PROMINENT PLACE AT SCENE)

The Milwaukee Police Department received a call for

service on: 3/15/2002 at: 10:15 a.m./(p.m.)
(DATE) (TIME)

at: 3073 N 39
(ADDRESS)

to: ☐ confirm welfare of occupant(s)

☒ make an arrest

☐ execute a search warrant

☐ recover evidence of crime

☐ other (describe) _____

The following damage to premises or vehicle occurred:

DOOR JAM AND DOOR
TO LOWER AND UPPER
ENTRANCES HEAVILY DAMAGED
OPEN RECORDS
935-7502
935-7107

Supervisor's Name: KEITH ECHER

(PRINT)

72
(DIST / WORK LOC.)

Early
(SHIFT)

5389
(PAYROLL #)

SEE NOTICE ON REVERSE SIDE