

Office of the Clerk Treasurer
201 Delafield Street
Waukesha, Wisconsin 53188-3633

Gina Kozlik, Clerk Treasurer
clerktreas@waukesha-wi.gov
1-262-524-3550

July 5, 2022

To: Natalie Driebel, Accounting Clerk, Finance Department

Re: Claim for Property Damage – Tree

Submitted By: Florian Belter
1917 Dixie Dr
Waukesha, WI 53189

Date Claim Received: July 5, 2022

The enclosed is being sent to you to provide to our insurance or as needed for your review.

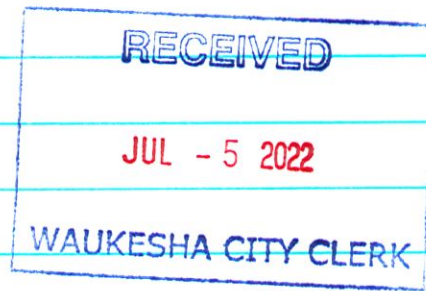
Sincerely,

A handwritten signature in black ink that reads "Katie Panella".

Katie Panella
City of Waukesha Deputy Clerk-Treasurer

Cc: Clerk (original) / Finance / Attorney / Park Rec

FLORIAN BELTER
1917 DIXIE DR.
WAUKESHA, WI 53189
262-549-1883



June 17, 2022

Thursday, June 16th, 2022 was a gorgeous, sunny day with temperatures in the mid eighties, along with a brisk wind.

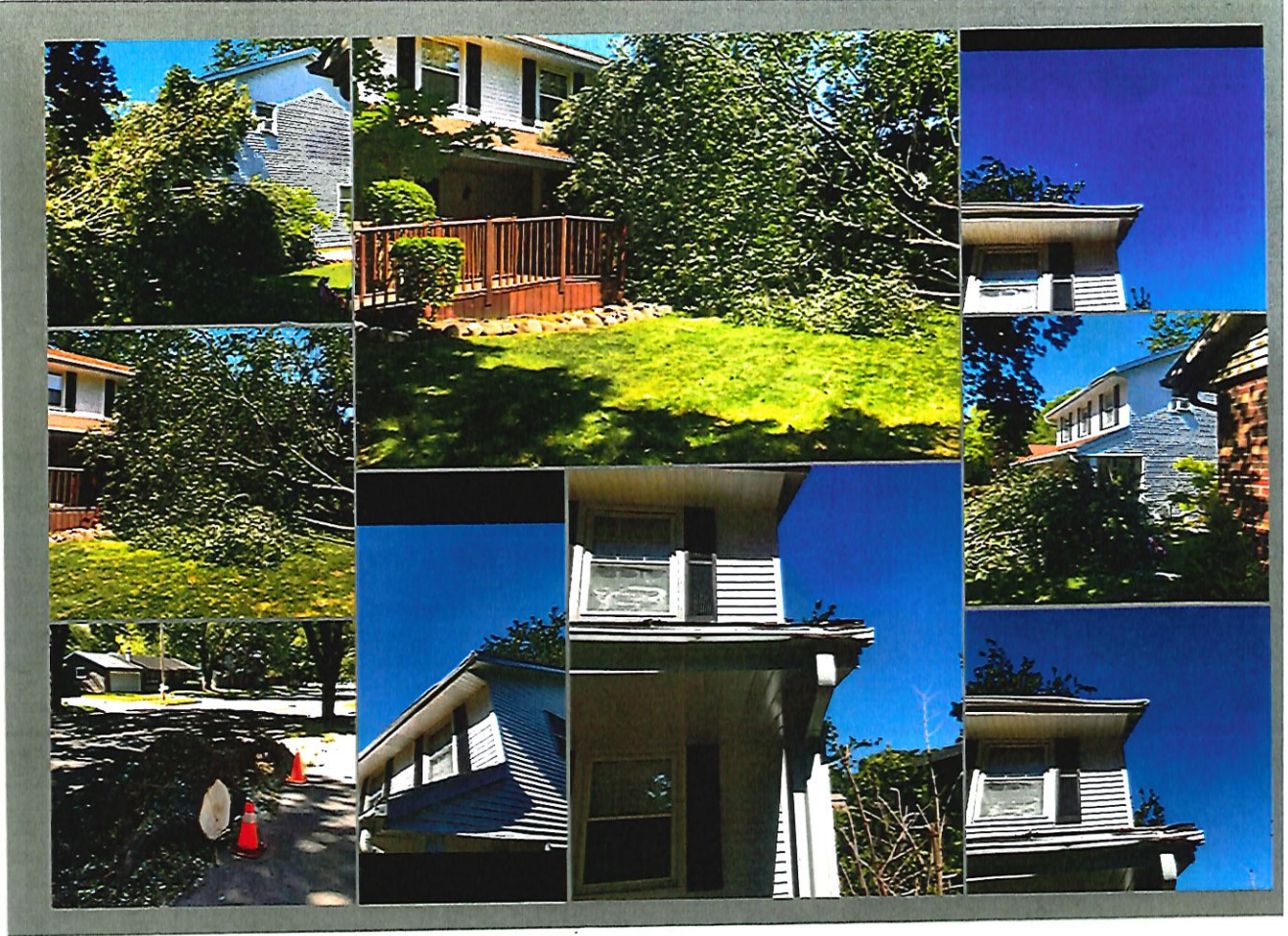
Curb-side tree fell upon my house, landing on top of the roof. My house faces towards the West. The tree collapsed more towards the South West corner of the house. Top branches of tree landed on the top roof. I would say about 4 to 5 feet of tree branches landed on the mid roof or second floor roof, below bedroom windows.

This happened at 1917 Dixie Dr, Waukesha, WI 53189 at my residence. I was not at home at the time of the tree collapse. Tree collapsed some time, between 1:45 P.M. and 2:40 P.M.

I had to get some groceries, so I went to Meijers for my odds and ends, about 1:40 p.m., Thursday, 6-16-2022. I was on my ^{way} home from Meijers about 2:30 p.m. It takes me about 10 to 12 minutes to get from Meijers to my residence at 1917 Dixie Dr.

As I turned South at Dixie Dr., I was amazed to see the tree collapsed upon my home. I got home and hurried to my home land line phone and phoned Waukesha City Garage, because I didn't have the Forestry phone number. The individual at the Garage was very helpful. He took my address and called the Forestry Dept., for me. The Forestry people were at my house in about a half hour, with all the necessary equipment, to remove the tree off my home. Very efficient group, very good team work in removing that curb side tree from my house.

Sincerely
Florian Better



PROPOSAL & AGREEMENT



Get it. And forget it.®

- LeafGuard of Chicago, 161 Tower Dr, Suite H, Burr Ridge, IL 60527; Office: (630) 812-1030.
- LeafGuard of Cleveland, 14600 South Industrial Ave, Suite J, Maple Heights, OH 44137; Office: (216) 518-0476; Fax: (216) 518-0498.
- LeafGuard of Columbus-Dayton, 3743 Interchange Rd, Columbus, OH 43204; Office: (614) 915-3845; Fax: (614) 915-3866.
- LeafGuard of Louisville, 1838 Cargo Ct, Louisville, KY 40299; Office: (502) 275-0040; Fax: (502) 275-0041.
- LeafGuard of Milwaukee, S83 W18890 Saturn Drive, Muskego, WI 53150; Office: (414) 676-2642; Fax: (732) 753-7007.
- LeafGuard of Pittsburgh, 3253 Old Frankstown Rd, Suite C, Pittsburgh, PA 15239; Office: (412) 397-9114; Fax: (412) 223-4049. LeafGuard operates as LeafGuard of Pittsburgh in Pennsylvania under HICPA license number PA126357.
- LeafGuard of Springfield, 6200 S 2nd St, Suite D, Springfield, IL 62711; Office: (217) 641-3110.

Contingent upon City of Waukesha APPROVAL

PROPOSAL SUBMITTED TO (BUYER) <i>Florida Better</i>	HOME PHONE <i>262-549-1883</i>	WORK PHONE	DATE OF PROPOSAL <i>06/21/2022</i>
STREET <i>1917 Dixie DR.</i>	JOB NAME		
CITY, STATE AND ZIP CODE <i>Waukesha, WI, 53189</i>	JOB LOCATION		
FAX #	E-MAIL	<input checked="" type="radio"/> Residential <input type="radio"/> Commercial	JOB PHONE

We Propose hereby to furnish all material, labor, skill and equipment ("Work") to complete the Scope of Work identified below in exchange for the sum ("Contract Price") of:

<i>Payable to LeafGuard</i>	Contract Price	<i>7,731</i>
Payment shall be made as follows:	Down Pmt	<i>0</i>
33% DOWN CHECK ON COMPLETION	Balance	<i>7,731</i>

Make all checks payable to: LeafGuard
 LeafGuard of _____
 Authorized Signature *[Signature]*

The following Scope of Work and written warranties will be provided:

In accordance with the Plans dated.....	Gutter/Color: <i>89 white/Labort</i>
Install LeafGuard Seamless Gutter System.	D.S./Color: <i>234 white/cash discount</i>
Lifetime Finish Warranty.	Miters: <i>0</i>
Lifetime No-Clog Warranty.	Big Mouth Adapters: <i>2 white \$1,617</i>
2 year Workmanship Warranty	DrainGuards: <i>0</i>
All Warranties Are Transferrable.	In-Line Valleys: <i>0</i>
	Drop-ins: <i>1 white</i>

Owner agrees that change in color selection after the delivery of materials to the jobsite shall be subject to a 25% fee added to the "Contract Price"

- Acceptance of Proposal – By signing this Proposal you are:
- making a written Contract with LeafGuard;
 - authorizing LeafGuard to commence work immediately;
 - acknowledging oral notice of 3-day right to cancel;
 - acknowledging receipt of Limited Warranties;
 - acknowledge that Limited Warranties are valid only after all bills for installation, supplies, and services in connection with the gutters covered by these warranties have been paid in full.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached note of cancellation form for an explanation of this right.

If contract is cancelled after the 3 day right of rescission expires LeafGuard will hold 15% of the total contract price to cover administrative fees.

Date of Acceptance (transaction date): *6-21-2022*
 Buyer's Signature *Florida Better*

ADDITIONAL CONTRACT TERMS

ICE DAMS. As with any covered gutter systems Icicles may form on your LeafGuard Gutters. Whereas, conventional gutters tend to collect ice inside the trough, LeafGuard is shaped to discourage anything from entering the trough except (liquid) water. Accordingly, although ice formation is mostly caused by factors not related to your gutter system, you will probably see more ice (icicles) on the outside of the LeafGuard Gutter. **LEAFGUARD GUTTERS WILL NOT ELIMINATE OR HELP ELIMINATE ICE FORMATION OR ICICLES AT YOUR EAVES. THIS CONDITION CAN BE SEVERE IN SITUATIONS WHERE THERE IS EXCESSIVE HEAT LOSS FROM YOUR ROOF! WE MAKE NO REPRESENTATION REGARDING THE ELIMINATION OR PREVENTION OF ICE FORMATION WITH THE INSTALLATION OF LEAFGUARD GUTTERS.** Unlike most other gutter systems, we warrant that the LeafGuard Gutter will not come off or be pulled loose from the fascia boards as a result of ice formation. Buyer Initial _____

ICE DAMS. LeafGuard does not represent and does not warrant that its Work will prevent or eliminate ice formation or ice dams on or adjacent to roofs.

VALLEY OVERFLOW. The original design and construction of your home may have resulted in the creation of roof valleys. A High Velocity LeafGuard Inside Miter has been created to defend this condition. During a heavy rainfall, however, no residential gutter is able to capture all of the water at the speed and concentration resulting from two converging roof slopes. In severe situations the use of a mechanical diverter may become necessary to slow and disperse the flow of water. Buyer Initial _____

QUALITY. All material shall be as specified herein. All Work shall be completed in a workmanlike manner in accordance with standard industry practices and as per the Manufacturer's recommended specifications.

CHANGES TO WORK. Changes to the Work shall be made only upon written change orders. However, in the event additional Work is performed without a written change order, but with the knowledge and acquiescence of Buyer, such Work shall be considered to have been performed pursuant to a written change order, the price term being the market value of such Work.

WORK BY OTHERS. LeafGuard is not responsible for the quality or adequacy of any Work other than the Work required under this Proposal and Agreement performed by its own crews and subcontractors.

PROPERTY DAMAGE. LeafGuard is not responsible for damage to valuables attached to or adjacent to walls, or shelves, or in other locations in which they may be damaged due to vibration, dust or other foreseeable events related to the performance of the Work.

CHANGED CONDITIONS. If the conditions under which the Work is to be performed are materially different than those indicated in the Contract Documents or are materially different from the conditions ordinarily encountered and generally recognized as inherent in the Work, then LeafGuard shall give prompt notice to the Buyer and an equitable adjustment to the Contract Price shall be made.

PAYMENT. LeafGuard does not extend credit. The balance of the Contract Price becomes due upon substantial completion, and is payable in cash, by approved check, or by major credit card only. In the event Buyer fails to pay as agreed, Buyer shall pay late charges of 8% per annum, or at the highest rate allowed by law in the applicable state, whichever is lower. LeafGuard shall have the right to stop Work immediately and without notice in the event payment is not made as it becomes due under the terms of this Contract. The time of completion shall be equitably extended for the period of any such delay.

TERMINATION. LeafGuard shall have the right to terminate the Contract in the event any of the following occur:

- Buyer fails to make any payment to LeafGuard as it becomes due;
- Buyer fails to provide, within 7 days of written demand, reasonable assurances of ability to make payment of the Contract Price;
- Buyer fails to immediately remedy any material breach of the Contract.

SURPLUS MATERIAL. All surplus material and scrap are the property of LeafGuard. (LeafGuard always sends more material than is required, as delays caused by material shortages are costly.)

SEVERABILITY. If any one or more provisions of this Contract is determined to be invalid or void, such determination shall not affect the validity or enforceability of any other provision of this Contract.

CLAIMS. Written notice of any claim or the claim shall be barred. LeafGuard shall not be liable for any claim not reported to LeafGuard in writing within six months after the discovery of the claim or the claim shall be barred. LeafGuard shall not be liable for any claim not reported to LeafGuard in writing within six months after the claim was discovered or should have been discovered by the claimant.

WARRANTIES. To the fullest extent allowed by law, the written warranties identified on Page 1 of this Contract, shall be the exclusive coverage and remedies for any and all claims relating in any way to the Work.

- The Lifetime Finish Warranty. The Lifetime Finish Warranty lasts for the life of the property on which the gutter/train carrying accessories were originally installed, for as long as you own the property. This warranty is transferrable by the original property owner to subsequent purchasers of the property provided Engleert receives notice of transfer of title of the above property within 30 days after the date of the sale. However, upon the transfer, the warranty period will be no more than 50 years from the date of original installation of the gutter/train carrying accessories on the property, provided in accordance with the Warranty Coverage Schedule. A copy of and reference to the Lifetime Finish Warranty should be provided. Buyer Initial: _____
- The Lifetime Limited No Clog Warranty. The LeafGuard system's unique and patented design makes it a very effective debris shedding system. It is possible for a small amount of debris to enter the system which will flush out through the downspouts. A small amount of debris in the gutter is not a clog. The gutter is considered clogged when the water will no longer flow freely through the downspouts. Should your LeafGuard gutters become clogged, it is the responsibility of the installing dealer to provide proper resolution.
- LeafGuard guarantees its installation and workmanship for a period of two (2) years.

INSURANCE. LeafGuard shall maintain insurance of the types and in the amounts required by law, including, but not limited to Workers' compensation insurance. Buyer shall maintain standard home owner's insurance, including liability insurance of at least \$50,000. **CONSEQUENTIAL DAMAGES.** The parties waive their claims against each other for consequential damages. Consequential damages as defined herein include, but are not limited to, the following: damages incurred by the Buyer for rental expenses and losses of use, income, financing, business and productivity; and damages incurred by LeafGuard for home office overhead, and losses of business, financing, and profits from other projects.

DISPUTES. If LeafGuard incurs costs due to the Buyer's failure to make timely payment or related to any other legal dispute with Buyer related in any way to the Work or the Contract, LeafGuard shall be entitled to recover from Buyer all such costs, as are reasonable, including, but not limited to attorneys' fees.

CONTRACT DOCUMENTS. The Contract Documents consist of, and are limited to, the Proposal, and any subsequent change orders or other written modifications to the Contract. Any different terms and conditions in the Buyer's acceptance or order are not binding unless expressly accepted by LeafGuard in writing. The Contract Documents constitute the entire agreement between the Buyer and LeafGuard and replaces and supersedes all prior discussions and understandings.

LeafGuard[®]
Get it. And forget it.[®]

Will Fowlkes
General Manager

Direct: (414) 676-2641
Cell: (262) 586-4371
wfowlkes@leafguard.com

LeafGuard of Milwaukee
S83 W18890 Saturn Drive, Muskego, WI 53150
The Gutter That Never Clogs... Guaranteed!

Ben Miller

414-559-1078

General Manager

We Are Hiring!
Text: LEAFGUARDJOBS to 89743



"Celebrating 25 years of award winning customer service"

Warrantied - Guaranteed - Quality

PREPARED FOR: Florian Belter
1917 Dixie Dr
Waukesha, WI 53189

Date: 6-23-22

Project # _____

Repair Quote

Project Scope of Work:

Remove approximately a 4x8 section of roof on the front lower right side of house. Inspect rafters and sister if necessary. Replace decking using 1/2" OSB. Re-shingle using Certain Teed Landmark shingles. Shingle color will be Resawn Shake and will not be an exact match due to sun fade. New drip edge to be white.
All discounts have been applied to contract total

(over if needed)

Evaluation of Problem: At Infinity, our goal is to solve your problem in the most cost effective manner possible. Oftentimes a single leak may be coming from multiple sources and while we correct part of the problem the entire source may not be fixed. If NO WARRANTY is circled below, additional work is most likely necessary to rectify the leak.

PHASE ONE TOTAL: \$ 1,325.00 Initial _____

Price above includes a 4% cash/check discount. If you pay with a credit card that 4% does not apply.

NO LEAK WARRANTY: (Circle one) 5 YEARS 1 YEAR NO WARRANTY

Additional work if above does not solve leak: _____

PHASE TWO TOTAL: \$ _____ Initial here _____ if you consent to completing this phase of work should Phase one not solve the problem.



"Celebrating 25 years of award winning customer service"

Warranted - Guaranteed - Quality

GENERAL CONDITIONS - Projected Start Date: _____ (if blank estimated start date will be 8-12 weeks from execution of contract.) Work will be completed between 1-3 weeks after start depending on the size of the project.

Comment of Work. Owner warrants that the structures on which Contractor is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment, and operations. Contractor's commencement of the roof work indicates only that the surface of the deck appears satisfactory to Contractor for the attachment of roofing materials. Contractor is not responsible for the construction, undulations, or structural sufficiency of any related products or surfaces that may be affected during normal construction activities. This includes but is not limited to interior drywall damage, stucco dislodging or falling off, decking or rafter cracks or breaks, soffit overhanging damage or any other damage that does not relate to roofing and could not be easily identified during normal working activity.

Jobsite Conditions. If the conditions encountered at the jobsite are (a) conditions materially different from those indicated in the Contract Documents; or (b) unusual or unknown conditions materially different from those ordinarily encountered or generally recognized as inherent in the Work provided for in the Contract Documents, the Contractor shall stop Work in the affected area and give prompt notice of the condition to the Owner. The Contractor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Schedule shall be determined as outlined in the section herein titled Changes.

Safety. Contractor is not responsible for the safety of persons on the roof other than its subcontractors and employees. Owner agrees to indemnify and hold Contractor harmless from claims for personal injury by persons or entities that Owner has allowed or authorized to be on the roof or inside construction zone.

Payment. Owner shall timely make all payments (within 10 days) required by this Contract and the attached Payment Schedule. Time is of the essence as to all terms of payment. Owner agrees that, in addition to other remedies available to Contractor, if payment is not timely made, Contractor shall be entitled to a service charge of \$300.00 plus 5% late fee if after 10 days and 1.5% every 30 days (18%APR) on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Contractor shall furnish lien waivers to Owner at the time each Progress Payment and the Final Payment is made to Contractor for the proportionate value of all labor and materials ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all Work, and a waiver of all claims by Owner, except those arising from liens or the warranty included in this Contract. No retention shall apply to any of the Work.

Disputes. These Conditions shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Conditions or the Work hereunder may, at Contractor's option, be venued in a Wisconsin Circuit Court for the county in which the Job Site is located or in the Milwaukee County Circuit Court. Contractor may also, at Contractor's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Owner. If arbitration is selected by Contractor and an Arbitrator cannot be agreed upon, Contractor can petition Circuit Court for the same. No matter which method of dispute resolution is selected, the Contractor shall be entitled to recover attorney's fees and costs incurred in prosecuting, defending, or collecting from any dispute with the Owner.

Warranty. NO LEAK WARRANTY guarantees the watertightness of the repair upto the timeframe that is circled. Should issue persist inside that timeframe Infinity will spend up to \$200 in material and a maximum of 10 man hours to further investigate and try to solve the leak. If the leak persists after the 10 man hours a written quote will be provided to address the larger problem. The warranty is non-transferable.

Non-Waiver. Failure by Contractor to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law shall not be deemed a waiver of any right of Contractor to insist upon strict performance hereof or any of its rights or remedies in the future.

Severability. The provisions of this Contract are severable. If any provision shall be determined to be illegal or unenforceable, such determination shall have no effect on any other provision hereof, and the remainder of the Contract shall continue in full force and effect so that the purpose and intent of this Contract shall still be met and satisfied.

Survival. All terms, conditions and provisions of this Contract, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Contract.

LIEN NOTICE AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, INFINITY EXTERIORS LLC HEREBY NOTICES 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 INFINITY EXTERIORS LLC, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY CALENDAR DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. INFINITY EXTERIORS LLC AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S

NOTICE OF RIGHT TO CANCEL _____ Int. _____
You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded-in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. In the event of cancellation of the Contract by the Owner after 3 business days, Contractor shall receive compensation from the Owner for all costs of labor and materials and all other expenses incurred through that date plus Contractor's anticipated profit under the Contract.

By signing this form the homeowner agrees that there have been no verbal agreements made and all contractual obligations and expectations are in writing either in the contract or above. **Initial:** _____
HOMEOWNER: _____
CONTRACTOR: Infinity Exteriors LLC
Authorized Signature: _____
Authorized Signature: _____



Office: 262.650.5040

Cell: 414.702.2557

Chad Melichar
chad@infinityroofing.com

16600 W Cleveland Ave • New Berlin, WI 53151

WWW.INFINITYROOFING.COM