

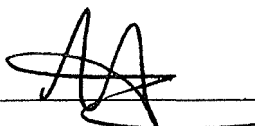
Statement of Claim

I, Michael Milhouse, the owner of the four-family apartment building located at 2826 W. Parnell Ave., Milwaukee, WI 53221, hereby submit this statement regarding the incident that occurred on December 5, 2024.

On this date, one of my tenants notified me that sewer water was backing up into the basement drain tile. Upon inspection, I immediately contacted a plumber from Roto-Rooter. The plumber arrived the same day and confirmed that the sewer line was nicked at the tee in the road where my building's sewer line connects to the main sewer line.

On December 6, 2024, the City of Milwaukee investigated the issue and determined that the damage to the sewer line was the fault of the city. I was charged \$345.00 by Roto-Rooter for their service, and I am requesting reimbursement for this expense from the City of Milwaukee.

I affirm that the above statements are true and accurate to the best of my knowledge.

Signature of Claimant: 
Date: 1/21/25

Michael Milhouse

Owner, 2826 W. Parnell Ave.

Milwaukee, WI 53221

mm.electric@hotmail.com
(414) 640-7024

CITY OF MILWAUKEE
2025 JAN 24 P 2:34
CITY CLERK'S OFFICE



Roto-Rooter
11030 W. Lincoln Ave.
West Allis, WI 53227
414-541-4477
www.getroto.net

Invoice 360343
Invoice Date 12/5/2024
Completed Date 12/5/2024
Technician Kent Kleiman
Customer PO
Payment Term 30 days
Due Date 12/5/2024

Billing Address
Mike & Crystal Klein
2011 South West Lane
New Berlin, WI 53146 USA

Job Address
Mike & Crystal Klein
2826 West Parnell Avenue
Milwaukee, WI 53221 USA

Description of Work

Worked on sewer from main cleanout to 50'-55' where there is a patch just off curb. Could not get past with 6" cutter or whip and 3" cutter both came back with mud and shined. Road work being done on Parnell, owner will contact city. Workers were not on site to discuss

Task #	Description	Quantity	Your Price	Your Total
RS	Residential Sewer Service	1.00	\$345.00	\$345.00

Paid On	Type	Memo	Amount
12/5/2024	Visa		\$345.00

Sub-Total \$345.00

Tax \$0.00

Total Due \$345.00

Payment \$345.00

Balance Due \$0.00

Please remit any payment due to Roto-Rooter Sewer/Drain Service 11030 W Lincoln Ave, West Allis WI 53227.
We appreciate your business.

By signing I agree to the Company's Terms and Conditions and authorize Kent Kleiman to perform the service. This quote is an estimate based on time and material and includes up to 1 hour of labor, 1 drain and up to 100' of sewer cable on a main line. Additional hours, services, parts or products will be added to invoices. Location marks are not guaranteed. No warranty honored on main line without televising line to check condition of pipe. Mitigation services are not offered or implied and fall on the responsibility of the property owner. \$30.00 Charge for returned checks. Service Charge of 1 1/2% Per Month (18% APR) on invoices over 30 days old.

12/5/2024
Job is completed.

12/5/2024

GENERAL CONDITIONS:

The work to be done by the COMPANY hereunder, will be done with the regular ROTO-ROOTER equipment and methods, which methods do not include excavation. If it is found during the cleaning process that the drainage tile or any of the inside lines, or other lines being serviced under this agreement are settled, broken, deteriorated, damaged or are of such construction or condition as to make impracticable in the opinion of the COMPANY, to clean the line safely and properly with such equipment and methods, the COMPANY shall not be held responsible for such discovered conditions, and any repairs to said lines shall be done by and at the expense of the CUSTOMER. After being notified that the necessary repairs are not completed within a reasonable time, the obligation of the COMPANY to complete the cleaning shall be deemed waived by the CUSTOMER shall pay COMPANY a reasonable charge for services rendered.

The COMPANY is not responsible for damage to the premises or plumbing caused by the removal of the CLEAN-OUT, DRAIN COVER, or CAP which is removed in the process of servicing the lines. If it is found that a CLEAN-OUT or DRAIN COVER or CAP is so rusted or fastened as to necessitate its replacement after removal, the COMPANY shall so notify the CUSTOMER and if the CUSTOMER authorizes the replacement thereof, such replacement shall be made at an additional charge for the replacement of COVER CAP or plumbing and the labor for its installation. If the customer refuses to authorize such replacement, the COMPANY SHALL NOT BE RESPONSIBLE for damage thereafter resulting from sewer gas, back-ups or leakage through such cover, cap or opening due to rain and/or other causes.

COMPANY RESPONSIBILITY:

The COMPANY shall not be responsible for the cleaning of or damage of leaky or defective traps, hidden or unknown lead piping, improper or faulty plumbing, rusted or defective pipes, corrosion or unusual restrictions due to mineral or hard water buildup, harmful cleaning chemicals such as sulfuric or caustic acids, lines which are settled, broken, deteriorated or damaged. If during the cleaning process, fixtures are damaged or broken or defective or corroded drainage tiles or lines are broken or if the COMPANY'S equipment becomes lodged in any such defective tiles, piping or plumbing and cannot be practically removed without excavation, the COMPANY shall not be liable for the removal of said equipment or for the repairs or replacement of such fixtures, tiles, piping or plumbing. This agreement covers only the items as listed on the reverse hereof, and the installed plumbing arrangements existing on the date hereof. Grass replacement, landscape damage, wall patching, painting, tile replacement, concrete replacement or any other type of damage done which is necessary to complete the job is the responsibility of others unless specifically stated otherwise. COMPANY is not responsible for undisclosed underground utilities and repairs under the slab are not guaranteed. The company charges a fee no matter if we get a problem drain open or not.

CONDITIONS OF GUARANTEE:

The GUARANTEE covers interim backup drainage failure of only the lines as serviced thereunder due to normal use, where a backup conditions exists in the pipes serviced, and for the period of time as stated on reverse hereof. In the event of such drainage failure during the term of the GUARANTEE the COMPANY will barring an inability to do so caused by an event beyond its reasonable control (INCLUDING, BUT NOT LIMITED TO STRIKES, FIRE, FLOOD, CASUALTY, OR GOVERNMENT REGULATIONS, ORDERS OR RESTRICTIONS), furnish its services to remedy such failure as readily and as promptly as possible **DURING NORMAL WORKING HOURS**, but in no event shall the COMPANY be held liable for water or other damage to the property of the CUSTOMER by reason of any delay. Any GUARANTEE issued on any inside lines or main line shall cover any drainage failure due to normal usage, and shall not cover stoppages caused by intervening structural defects in the lines or stoppages caused any rags, newspaper, or other objects not usually or customarily disposed of through the drainage system. If, during the GUARANTEE PERIOD, the company finds that the stoppage was caused by such defects or abnormal usage, then the company shall have the right to make an additional charge based upon the reasonable value of the service rendered in removing such stoppage.

PLUMBING:

GUARANTEE limited on products to the manufacturer's GUARANTEE, labor for replacement would be charged. Any other GUARANTEE will be stated on the reverse hereof.

THIS AGREEMENT, together with the provisions and conditions on the reverse hereof, embodies the entire agreement of the parties, and THERE ARE NOT PROMISES, TERMS, CONDITIONS OR OBLIGATIONS. ORAL OR WRITTEN, REFERRING TO THE SUBJECT MATTER HEREOF OTHER THAN AS CONTAINED HEREIN.

In the event CUSTOMER fails to make payment according to the terms and conditions appearing on the reverse side hereof, the COMPANY may charge interest on the unpaid balance at the highest permissible legal rate of interest allowed by the STATE on the average unpaid balance. In the event, in the sole judgment of the COMPANY, it becomes necessary to institute legal action to collect said unpaid balance, the COMPANY shall be entitled to a judgment for the unpaid balance, accrued interest and reasonable attorney's fees incurred in such legal action as allowed by STATE law. Any unpaid balance not covered or paid by an insurance company is the responsibility of the property owner.