

CITY OF MILWAUKEE
RECEIVED

To: City of Milwaukee

2011 OCT 26 PM 2:46

From: Dan & Deb Pollesch
2916 N. 82nd St.
Milwaukee, WI 53222

OFFICE OF
CITY ATTORNEY

Re: Basement flooding in June 2011 at above address.

To Whom It May Concern:

Our basement got flooded by backup of the sewer system on 82nd St. due to city workers plugging our sewer line due to careless work. As a result we had over a foot of polluted water in our basement. As a result we lost all our carpeting, furniture, wood paneling, insulation and many, many personal affects. We have electric base board heating that we have no idea if it will ever work again.

We have no idea how to get this claim paid so we will start by saying we would like a total sum of

This total sum is made up of the amount for the following items:

Professional cleanup from Custom Craft Environmental totaling	\$9,551.66
Cost to re-panel 1709 sq ft of walls	\$1079.40
Carpeting of the room 21 X 12 that had been carpeted (252 sq ft)	\$236.88
Replace of used sofa and recliner	\$200.00
Inspection of furnace	\$75.00
Insulation on outer back basement walls (42x8, 42x4 = 504 sq ft)	\$168.74
Wet bar hardwood rebuild	\$?????

Personal items like baseball card collection, old yearbooks, old children's school art projects, Christmas tree and decorations, older pressboard furniture like dressers, computer table, shelving units, older history books in numerous boxes, a built-in wall heater and three wooden doors. (I have no idea how to price all these items) \$?????
(minimum) TOTAL \$11,311.68

We do not want to make a profit from this event, but it is so hard put a price on all these items? We pay a good amount for property taxes and other fees to live in Milwaukee and just want what is fair for an event that should never have happened. This doesn't count the labor and time we spent hauling out all the wet, gross destroyed items. Thank you.





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"We Clean What Never Should Be Seen" OFFICE OF
CITY ATTORNEY

11200 W Cleveland Ave Suite E-7
Milwaukee, WI 53227
262-305-7221
customcraftenvironmental@yahoo.com
www.customcraftenvironmental.com

Job Contact: Dan Pollesch
Phone: 414-581-1161
E-mail: dan@aefinance.com

Job # 1556
Lock Box: No

Job Address: 2916 N. 82nd St.
Milwaukee, WI

Job Description: Mold Remediation / Structure Drying (Basement)

Method: Normal remediation protocol under negative pressure state with full PPE

Job Detail: Set up /monitor and maintain 2 (two) negative air machines or air scrubbers. Two units placed in basement. One Basement unit set up as negative air machines directly vented outside placing basement in a negative pressure or vacuum. The other unit set up as an air scrubber. This will help prevent any further cross contamination of spores to unaffected areas of home, also serves to clean air in home of all allergens and spores. Set up monitor/ maintain 7 (seven) dehumidifiers and 35 (thirty-five) fans in basement. This will dry out framing, subfloor, floor joists and concrete floor/walls in basement. Set up temporary power panel.

*Failure to completely dry out structure will only cause mold to reoccur. Current moisture readings are extremely high in concrete and block walls. First floor subfloor also showed elevated moisture readings. Both penetrating and non-penetrating moisture meters were used as well as a thermo-hygrometer to measure humidity and temperature.



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Basement:	Remove all personal items with mold type growth. Remove all shelving, plastic totes, boxes etc. Hepa-vacuum all wood framing, walls, floors, sub floors and all surfaces in basement to remove mold type growth and potential spores in affected areas. Spray all walls and floors and surfaces with Shock Wave, or Microban. The anti-bacterial, anti fungal, mildewstat, quaternary disinfectant, and deodorizer that will be used in this project. Scrub all floor joists, floor decking and all other wood framing. Scrub all concrete block walls and floor. Scrub all walls and floors and surfaces in affected area with abrasive brushes or green scrub sponges. Re-spray all areas with Shock Wave. When all areas have dried, hepa-vac all surfaces once again.	
Duct Cleaning:	Clean all duct work treat with Sporicidon Sanitizer	\$ 625.00
Rentals:	Two negative air machines @\$ 85.00 p/day x four (5) days Seven LGR dehumidifiers @ \$ 75.00 p/day x three (3) days Thirty-five blower fans @ \$25.00 p/day x three (3) days	\$ 850.00 \$ 1,575.00 \$ 2,625.00
Remediation:	Includes labor and PPE for demolition / remediation Basement:	\$ 2,879.00
Material:	Materials and disinfectant	\$ 457.00
Micro-biologist: *OPTIONAL*	Surface sample testing/spore trap air clearance testing **NOT INCLUDED **	\$ 575.00
	Total:	\$ 9,011.00
	Tax:	\$ 540.66
	Job Total:	\$ 9,551.66



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Job Term: One half of contracted amount due on acceptance. Balance due upon completion and passing post remediation surface and air sample testing.

We the undersigned have read, understand, and agree with all above terms, conditions, and prices listed above.

_____, 2011
Owner/ Agent

_____, 2011
Custom Craft Environmental

Thank you, For letting us serve you !!



PICKING LIST - GUEST COPY

STORE # 3173 GMTN
W186 N9754 Appleton Ave.
Germantown, WI 53022

PHONE: (262) 502-1641
FAX: (262) 502-7851

CASHIER - PRESS RECALL TRANS
AND SCAN BARCODE ==>

GMTN 05263



CASHIER:

PAGE 1 OF 1

GUEST NAME - ADDRESS - PHONE
Pollesch, Dan 2916 N 82nd Milwaukee, WI 53222
Ph: (262) 512-9100

PLEASE STAPLE
RECEIPT HERE.

SOLD BY: KRIS D.
DATE: 10/24/11

QUANTITY	DESCRIPTION	SKU NUMBER	UNIT PRICE	EXTENDED PRICE
1 EACH	HONEY PINE DPI	505-2037	17.99	17.99
1 EACH	HONEY BIRCH #119 DPI OQ50	505-3000	12.99	12.99

*Each panel covers 32 sq ft.
Basement wall area to replace paneling
is 1709 sq ft. I will need at least
54 sheets, but with cuts and waste I
think 60 minimum would be needed.*

*60 x 17.99 = \$1079.40
60 x 12.99 = \$779.40*

*I am putting down the larger
number as the (1970s) paneling
it will be replacing was better
made than what we have today.*

Two separate quotes

**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.

Guest Instructions:

1. Take this picking list to a cashier to pay for the merchandise.
2. Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)
3. Load your merchandise. (Menards Team Members will gladly help you load your materials but cannot be held liable for damage to your vehicle.)
4. When exiting the yard, present this list to the Gate Guard. (The Gate Guard will record the items you are taking with you.)
5. Sign the Gate Guard's signature pad verifying you've received the merchandise.

PRE-TAX TOTAL:	30.98
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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

GATE GUARD - SCAN HERE ==>





PICKING LIST - GUEST COPY

STORE # 3173 GMTN PHONE: (262) 502-1641
W186 N9754 Appleton Ave. FAX: (262) 502-7851
Germantown, WI 53022

**CASHIER - PRESS RECALL TRANS
AND SCAN BARCODE ==>**

GMTN 05269



CASHIER:

**PLEASE STAPLE
RECEIPT HERE.**

PAGE 1 OF 1

GUEST NAME - ADDRESS - PHONE

pollesch, dan
2916 north 82
Milwaukee, WI 53222

Ph: (414) 259-7860

SOLD BY: Willie P.
DATE: 10/24/11

QUANTITY	DESCRIPTION	SKU NUMBER	UNIT PRICE	EXTENDED PRICE
8 CTN	QUICK FLOOR 18X18 CARPET TILE GREY 36	765-1804	21.24*	169.92
252 SQFT	PODIUM 12FT WOVEN CARPET PORCUPINE #3996	780-5200	0.94*	236.88

*Carpeting to cover
252 sq ft.
Two separate quotes*

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

PRE-TAX TOTAL: 406.80

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Germantown, WI 53022

**CASHIER - PRESS RECALL TRANS
AND SCAN BARCODE ==>**

GMTN 05275



CASHIER:

PAGE 1 OF 1

**PLEASE STAPLE
RECEIPT HERE.**

SOLD BY: BILL A.
DATE: 10/24/11

GUEST NAME - ADDRESS - PHONE
pollesch, dan
2916 north 82
Milwaukee, WI 53222

Ph: (414) 259-7860

QUANTITY	DESCRIPTION	SKU NUMBER	UNIT PRICE	EXTENDED PRICE
9 EACH	R13 3.5X23X32' KFT 91057361.33 SQ FT	161-7513	17.98*	161.82
13 EACH	R13 3.5X15.25X32' DRYRGHT40.7SF 900684	161-7540	12.98*	168.74

*Insulation needs
to cover 504 sq. ft.*

Two separate quotes

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

PRE-TAX TOTAL: 330.56

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Peterson, Todd

From: Bohl, James
Sent: Tuesday, June 28, 2011 2:46 PM
To: Peterson, Todd
Subject: FW: 2900 N. 82nd St. Flooding

Please forward a hard copy of this email to all of our constituents on 82nd St who reported a flooding incident last week. They should include this with their claim made to the city. I will still have the discussion with Water Works to see if they might be willing to handle this without the claims process, but am uncertain if this is legal/possible. Folk's should still file the claim within 120 days of the incident. Thanks, jb

From: Daniels, Laura
Sent: Tuesday, June 28, 2011 2:14 PM
To: Bohl, James
Cc: Brooks, Robert
Subject: RE: 2900 N. 82nd St. Flooding

Alderman,
I am getting back to regarding your emails of today. I am working with Bob Brooks of Sewers about the ongoing sewer back up investigation in the 2900 block of N 82nd St.

What I can tell you thus far is that is that the Water Works did replace the hydrant at 2940 N 82nd Street on June 21, 2011. The hydrant which was originally installed with the water main in 1928, apparently had a 2" drain to the sewer. Not all hydrants of this vintage had drains and if they did, not all were connected to the sewer. However, when discovered these drains are to be disconnected and abandoned. The drain at this location was not visible or evident during the course of our excavating activities.

With that being said, Sewers is still investigating with dye tests and cameras to locate the possible cause of sewer backups in this area especially since they were reported to be ongoing annually since the 1990's.

Bob Brooks and I will keep you updated as soon as we know more.

Laura

From: Bohl, James
Sent: Tuesday, June 28, 2011 8:46 AM
To: Daniels, Laura
Cc: Peterson, Todd
Subject: 2900 N. 82nd St. Flooding

Laura,

Have you any update for me on the basement flooding investigation that I requested regarding the alleged back-ups on this street due to fill from a fire hydrant installation getting into the sanitary sewer? I'd appreciate your sharing anything you find here. Thanks, jb

6/28/2011

COMMITTEES

- Licenses, Chair
- Judiciary & Legislation
- Steering & Rules

BOARD MEMBER

- Milwaukee Survive Alive, Vice President
- VISIT Milwaukee

**JAMES A. BOHL, JR.**

Alderman, 5th District

July 22, 2011

Dear 5th District Resident:

I am writing to inform you that since the June 21st heavy rain and sewer back-up on North 82nd Street, I have been working closely with the Department of Public Works Infrastructure Services Division and the Milwaukee Water Works Department to ensure that your sewer is clean and in proper working order. Your street and the immediate area have borne the brunt of a number of flooding and sewer back-up issues over the past 3 years in particular. This most recent event was due to pea gravel coming thru an old hydrant drain, which happened as a result of City repair work. City crews have contacted multiple operations to ensure that the sewer is now free flowing and free of any impediments that would cause future problems.

Most recently, I spoke with Ms. Laura Daniels of Milwaukee Water Works who was responding to my call for an investigation into the incident. She has informed me the Water Works has corroborated the City's responsibility in this and will work to ensure any residents who damages incurred are reasonable compensated. In order to assess fair compensation for damages, the Water Works has asked that all residents file a claim against the City. Ms. Daniels has stated that the City attorney's office will process claims in an expeditious manner.

Enclosed you will find the instructions for filing a claim. Please submit your written statement, along with any information you have regarding the damages that may have incurred. Please include all photographs, estimates for repair and bills that you may have incurred. Please note in subsection (a) that you have 120 days to file a claim.

Should you have any additional questions, please feel free to contact me at 414-286-3870. It is a pleasure to serve you.

Sincerely,

A handwritten signature in black ink that reads 'Jim Bohl'.

Jim Bohl
Alderman, 5th District

Enclosure

