

1.Cover letter
Pat Van Alyea
2344 E. Back Bay
Milwaukee, WI 53202
(212) 920-9102
sfvaquirk@gmail.com

10F 20

June 16, 2025

To Whom It May Concern:

I am submitting a formal claim for property damage at 2330 E. Back Bay, Milwaukee, caused by negligence during City work on or near this property. The enclosed materials detail damage to the lateral sewer line beneath a recurring street sinkhole, resulting in sewage backups into both units of our duplex.

We are seeking reimbursement for out-of-pocket expenses related to professional investigation, excavation, and repair. This includes: two paid plumbing invoices from Rozga Plumbing, a prior estimate, and now a final invoice (received June 15, 2025) from Rozga's Sewer Excavation Manager, Steve, which includes documentation confirming the discovery of a large rock lodged on the lateral pipe.

Please find enclosed:

1. A written summary
2. A chronological timeline
3. A detailed description of events
4. Two paid Rozga Plumbing invoices
5. Rozga's original excavation estimate
6. Final invoice and written description from Rozga's excavation manager confirming the rock discovery

OFFICE OF CITY ATTORNEY
24 JUN 25 AM 09:24

Photographic documentation is available and will be submitted upon request.

Thank you for your attention to this matter. I respectfully request reimbursement for these expenses, which were incurred due to the City's failure to properly inspect, restore, and maintain the site following prior municipal work.

Sincerely,

Pat Van Alyea

Claimant

Amount \$18,748.11 Total
Reimbursement for 3 invoices enclosed.

CITY CLERK'S OFFICE
2025 JUN 23 P 1:07
CITY OF MILWAUKEE

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2. Summary

The property owner at 2330 East Back Bay was forced to investigate and repair a recurring sinkhole at their own expense after the City declined to act. Professional excavation confirmed that a large rock—lodged directly on the property's lateral sewer pipe—had caused a hole, leading to sewage backups into both units of the duplex.

According to the City's own claims specialist and Rozga's Sewer Excavation Manager (Steve), the rock could only have entered during prior City work—most likely during the July 5, 2022 lead service pipe replacement. Corroded pipe debris found in the same pit, not originating from the property, further supports the conclusion that City workers or contractors acted negligently by failing to remove obstructions and properly backfill the trench.

Despite multiple reports of a developing sinkhole in early 2025, the City performed only a temporary patch and never conducted permanent street restoration. These actions reflect a failure to exercise reasonable care, directly leading to property damage. The financial burden was unfairly placed on the property owner despite clear evidence of municipal negligence. The failure to take reasonable care and to correct hazardous conditions after multiple warnings constitutes negligence. The financial burden was unjustly placed on the property owner despite clear evidence that the damage resulted from City activity.

3. Description

On Wednesday, May 7, 2025, shortly after Rozga Plumbing completed a brief water shut-off to replace a second-floor shower cartridge at 2330 E. Back Bay, the first-floor resident reported sewage backing up through her laundry room floor drain. Though the timing coincided with plumbing work, it was unrelated.

What followed was a multi-week professional investigation. Jason from Rozga Plumbing performed the initial inspection on May 9 (Invoice #1), followed by further analysis by Rozga's Matt and Evan and another opinion by Al Staniszewski. On May 30, Rozga concluded that the source was likely a broken lateral at the location of a recurring street sinkhole previously reported but unresolved sinkhole in the street.

Despite repeated notifications to the City starting in February 2025, and including a March 25 visit when only a temporary patch was performed, the City failed to conduct proper inspection or permanent street restoration. The Water Works crew dismissed concerns, stating that earlier work had no connection to the sinkhole.

The resident had repeatedly contacted the City about the sinkhole – on February 5th, February 25 and March 1 but the city responded with a temporary patch on March 25 and failed to follow up with permanent street restoration or deeper investigation. At that time, the Water Works team told the tenant there was “no issue” with prior work, dismissing any connection to the 2022 lead service pipe replacement.

Despite outreach to various City departments—including Public Works, the Water Department, and our Alderman’s office—we were told the property owner would be responsible for opening the sinkhole, even though the signs pointed to damage from previous City work.

As backups worsened and the units lost normal access to water and laundry, the owner was forced to hire a private contractor to excavate. On June 9, Rozga Plumbing’s Sewer Excavation (estimate 3) team, led by Steve, opened the sinkhole and discovered a large rock on the lateral pipe, which had caused a hole. They also found two corroded pipe segments, clearly unrelated to the homeowner. These items remain stored in the owner’s garage as physical evidence. The final invoice and written description by Steve (Invoice #4) were received on June 15, 2025.

This confirmed what both the City’s own claim specialist and Rozga had suspected: that material left in the trench from earlier City work—most likely the July 5, 2022 lead service replacement—caused direct damage. The failure to clear debris, perform adequate inspections, and follow up with permanent repairs constitutes clear municipal negligence.

Failing to prevent material like this from remaining in a trench, failing to complete permanent restoration, and failing to respond appropriately to escalating complaints about a sinkhole reflect a clear breach of the duty of care owed to residents.

Both tenants, elderly women, were left with limited water use for weeks. Unable to shower or do laundry at home, they were forced to rely on outside facilities. The property owner incurred substantial, unnecessary costs that would not have occurred if proper care had been taken by the City and its contractors.

4. Chronological Timeline

7/5/2022

City replaced the lead service pipe at 2330 E. Back Bay.

2/5/2025

First report of a forming sinkhole made by 1st-floor resident Christine McMahon.

2/25/2025

Resident Christine McMahon calls again to report that the sinkhole is worsening.

3/11/2025

Resident Christine McMahon reports continued deepening of the sinkhole.

3/21/2025

City investigator from Water Works or Sewer Department (unclear which) arrives on site.

3/25/2025

City road crew and Water Works crew arrive.

– Sinkhole is patched, (cold patch) but not properly leveled—resulting in a giant raised mound.

– Water Works crew states the issue is not related to 2022 work but a road crew matter.

– Only a temporary patch is performed; no permanent street restoration is completed.

5/7/2025

Sewage begins backing up into the 1st floor laundry room (resident Christine McMahon). This occurs shortly after unrelated plumbing work.

5/8/2025

Jason from Rozga Plumbing performs thorough inspection.

(Invoice #1)

5/15/2025

Water continues backing up in lower unit.

5/22/2025

Sewer specialist Al Staniszewski confirms likely lateral failure.

5/30/2025

– Second-floor tenant Phyllis Wax also reports backup in her laundry room.
– Rozga's team finds that the camera hits an obstruction directly at the location of the sinkhole.

(Invoice #2)

5/31/2025

Property owner contacts multiple City officials including:

– Alderman's office (Jessica Cooke)
– City claim specialist Lori Sheeley
– Water Supervisor Jason Rzepkowski

– Jason Sanders, DPW

6/9/2025

Rozga Sewer & Excavation team, led by Steve, opens the sinkhole.

- Finds a large rock resting on the lateral, which had caused a hole
- Two corroded pipe segments also found.
- Lateral is repaired.

(Final invoice & documentation received 6/15/25)

6/13/2025

Rozga road crew patches street surface.

6/17/2025

Rozga team scheduled to return for final site work.

5. Attachments (Checklist)

- Invoice #1: Initial visit by Rozga (Jason) (1)
- Invoice #2: Rozga team site investigation and diagnostics (2)
- Estimate from Rozga for sewer excavation (3)
- Final Invoice & description from Steve (Sewer Excavation Manager) – confirming rock discovery (4)
- Photos of excavation and discovered debris (Additional photos can be submitted upon request)

70F20



Rozga Plumbing Corp.
1529 S 113th Street
West Allis, WI 53214
(414) 258-9911

(initials)

BILL TO

Pat VanAlyea
2344 East Back Bay
Milwaukee, WI 53202 USA

INVOICE
20251989

INVOICE DATE
May 09, 2025

JOB ADDRESS

Duplex
2330 East Back Bay
Milwaukee, WI 53202 USA

Completed Date: 5/9/2025

Technician: JASON W.

Payment Term: Due Upon Receipt

Due Date: 5/9/2025

DESCRIPTION OF WORK

First floor unit laundry room floor drain had water coming out on to floor when wash machine drained. When arrived no water on floor water level in floor drain trap is low. Drain pipe for receptor and floor drain is 2" copper drain lines and where empty. 2" copper stack has a clean out tee with a galvanized plug. Tried to remove plug unable to loosen. Recommend cutting out and installing new clean out tee. Homeowner did not what to do work at this time. Main clean out going out building by water meter homeowner did not want plug removed. Flowed water into floor drain for 10 minutes no backup. Flow water into receptor for 10 minutes no backup. All copper pipe below is empty. Homeowner was good with drain testing and wants to leave as is for now. Explained new clean out would be required to clean 4" drain line in floor. No service charge for this visit if further work is required service charge and labor will be charged to customer. Jason. W.

PAID ON	TYPE	MEMO	AMOUNT
5/9/2025	Check (Manual Deposit)	20251989-2	\$236.25

80F20

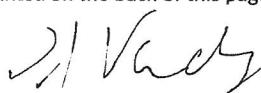
SUB-TOTAL	\$236.25
MILWAUKEE CITY 2%	\$0.00
MILWAUKEE COUNTY 0.9%	\$0.00
STATE OF WISCONSIN 5%	\$0.00
TOTAL DUE	\$236.25
PAYMENT	\$236.25
BALANCE DUE	\$0.00

(Invoice 1
cont...)

Thank you for your business! We appreciate it.

CUSTOMER AUTHORIZATION

I hereby authorize the below service to be performed along with necessary materials by the ROZGA PLUMBING CORPORATION, its employees and/or subcontractors and release same from any liability for any damages arising from the nature, design and/or condition of existing plumbing and/or electrical and its appurtenances that is not the result of negligence. I also agree that full payment is due upon completion with late charges added at 1% per month on any unpaid balance after completion of work. Failure to pay will result in further legal action. All legal and collection fees will be the responsibility of debtor. I am also aware of a mechanics lien as outlined in Wisconsin Stat. 779.02(2)(a) and the Terms and Conditions printed on the back of this page.



Sign here

Date 5/9/2025

CUSTOMER ACKNOWLEDGEMENT

Acceptance of work performed: I find the service and materials performed & installed by JASON W. have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amounts due. My signature here signifies my full and final acceptance of all work performed by the contractor.



Sign here

Date 5/9/2025



Rozga Plumbing Corp.
1529 S 113th Street
West Allis, WI 53214
(414) 258-9911

BILL TO

Pat VanAlyea
2344 East Back Bay
Milwaukee, WI 53202 USA

(Invoice 2)

INVOICE
20252224

INVOICE DATE
May 30. 2025

JOB ADDRESS

Duplex
2330 East Back Bay
Milwaukee, WI 53202 USA

Completed Date: 5/30/2025

Technician: EVAN A.

Technician: MATT K.

Payment Term: Due Upon Receipt

Due Date: 5/30/2025

DESCRIPTION OF WORK

5/30/25

- Cut out and removed, at center stack, 4" x 2" reducing coupling in 4" cast iron hub to install a 4" full size, building drain clean out tee, per previous plumber's recommendation.
- Immediately discovered standing water in building drain, at floor level of cast iron hub.
- Used K-1500 sewer machine to push in 100' of cable and 4" bit with minimal resistance but could not clear soft blockage. Pushing cable further was getting increasingly difficult. While snaking building drain, water continued to rise out of hub and onto floor while no plumbing was used in duplex.
- Removed sewer machine cable to attempt to snake building sewer from front clean out access. 4" brass flush clean out plug could not be removed by unthreading, so attempt was made to implode clean out plug and remove in order to perform next course of action. As soon as incision was made in plug, sewage began streaming out and showed no signs of subsiding.
- Gave homeowner (Stephanie) several updates and warnings as to what was occurring, referring to the potential damage to the tenant's belongings that are stored in basement and in close proximity to backing up sewage. Recommended having boxes moved or having water remediation company remove standing water on basement floor.
- *Thoroughly explained situation to homeowner and obtained a signature to confirm and authorize work performed today.
- Gained access to locked, gated portion of NE basement and discovered greywater sump crock, serving nearby floor drain that is pumped overhead, back into sanitary building drain stack. Crock was dry and empty, pump is dead.
- Capped 2" vent serving greywater crock to prevent sewer odor from escaping.
- Discovered a clear water sump crock at NE side of basement that was full of water over inlets, with the pump dead and out of commission. Brought this issue to Stephanie's attention and recommended replacement of sump pump. Authorized to replace sump pump.
- Provided and installed new .33hp sump pump and float switch along with new 1 1/2" discharge piping to 4" cast iron receptor penetrating through wall, 40" above finish floor.

NOTE:

Front two downspouts discharge to grade with in ground, cast iron receptors capped off.
Rear two downspouts are currently discharging to cast iron receptors and are most likely discharging to grade at bluff behind (North) of building, along with basement storm receptor at wall.

- Attempted to snake building drain a second time from center 4" clean out without any progress.
- Removed sewer snake cable and inserted location device to locate exactly where blockage was located. Locator came to a stop 5' beyond curb, into street, where sink hole is visible after repair to water lateral was made by city. Customer will contact city regarding potential damage caused to sewer lateral in water lateral repair and contact Rozga to inform us of any action the city may take.
- Removed front building sewer clean out plug and inserted locator again to confirm distance of potential sewer collapse.
- Installed test ball plug to front clean out to prevent further infiltration of sewage.

(Invoice 2)
cont...

PAID ON	TYPE	MEMO	AMOUNT
5/30/2025	Check (Mobile Capture)		\$3,814.86
		SUB-TOTAL	\$3,814.86
		MILWAUKEE CITY 2%	\$0.00
		MILWAUKEE COUNTY 0.9%	\$0.00
		STATE OF WISCONSIN 5%	\$0.00
		TOTAL DUE	\$3,814.86
		PAYMENT	\$3,814.86
		BALANCE DUE	\$0.00

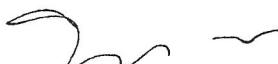
Thank you for your business! We appreciate it.

CUSTOMER AUTHORIZATION

I hereby authorize the below service to be performed along with necessary materials by the ROZGA PLUMBING CORPORATION, its employees and/or subcontractors and release same from any liability for any damages arising from the nature, design and/or condition of existing plumbing and/or electrical and its appurtenances that is not the result of negligence. I also agree that full payment is due upon completion with late charges added at 1% per month on any unpaid balance after completion of work. Failure to pay will result in further legal action. All legal and collection fees will be the responsibility of debtor. I am also aware of a mechanics lien as outlined in Wisconsin Stat. 779.02(2)(a) and the Terms and Conditions printed on the back of this page.

Sign here

Date 5/30/2025



CUSTOMER ACKNOWLEDGEMENT

Acceptance of work performed: I find the service and materials performed & installed by EVAN A. have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amounts due. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Date 5/30/2025





Rozga Plumbing Corp.
1529 S 113th Street
West Allis, WI 53214
(414) 258-9911

BILL TO

Stephanie VanAlyea
2773 North Maryland Avenue
Milwaukee, WI 53211 USA

ESTIMATE	ESTIMATE DATE
81485118	May 31, 2025

JOB ADDRESS

Duplex
2330 East Back Bay
Milwaukee, WI 53202 USA

Job: 20252352

Technician: STEVE R.

Spot Sewer Repair:

Rozga Plumbing Corp. proposes to provide labor, equipment, and material for the spot repair of the sewer lateral in the road in front of your rental property on E Back Bay.

We will saw cut and remove up to a 6' x 10' section of the asphalt road and excavate down to a maximum depth of 8', to expose the sanitary sewer lateral, where we located the furthest point we could reach with our sewer camera before being stopped. We will remove up to 4' of the 6" clay lateral piping and use our sewer camera to inspect as much of the upstream and downstream lateral piping as possible from our excavation. We will be checking for proper flow of the line as well as any additional, visible, damage to the line. If the line is seen to be properly flowing and no other visible damage that requires immediate repairs are seen, a new section of 6" PVC piping will be installed, up to 4' in total length. The exposed piping will be bedded in stone and the required inspection will be obtained from the Plumbing Inspector. We will backfill the excavation using stone and slurry. Up to a 6' x 10' section of the asphalt road will be patched.

All excavated spoil will be hauled offsite.

*Additional charges may be made if unforeseen conditions arise, including but not limited to: highly unstable soils, high groundwater, rock or concrete larger than 12" in size, old foundations, contaminated soils, or other subsurface or concealed conditions. In the event we do come across any of these items, or additional work it will be billed at a time and material rate after an approved change order has been obtained from the homeowner. *All plumbing work will be warranted for a period of one year from time of installation. *Customer Orientation are made a part hereof and incorporated herein. *Once Digger Hotline has been contacted any utilities that interfere with our work may create an added cost. *Terms and conditions titled 'Rozga Proposal Terms and Conditions' are made a part hereof and incorporated herein. *Please sign and return both this proposal and Terms and Conditions page.

We've partnered with Hearth to bring you monthly payment options for your project. To see your personalized options, please visit our website: www.rozgacorp.com.

For any questions, please feel free to contact our office.

120^F 20

CASH DISCOUNT

IF ALL PAYMENTS ARE MADE BY CASH OR CHECK AND THE FINAL BALANCE DUE IS PAID WITHIN TEN DAY OF THE COMPLETION OF THE WORK, YOU MAY DEDUCT \$293.00 FROM THE FINAL INVOICE.

(est. 3
cont.)

PAYMENT TERMS:

A down payment of \$7,300.00 is required with the acceptance of this proposal.
Progress Draws as necessary and Final Balance is required and due upon completion.

SUB-TOTAL	\$14,697.00
MILWAUKEE CITY 2%	\$0.00
MILWAUKEE COUNTY 0.9%	\$0.00
STATE OF WISCONSIN 5%	\$0.00
TOTAL	\$14,697.00

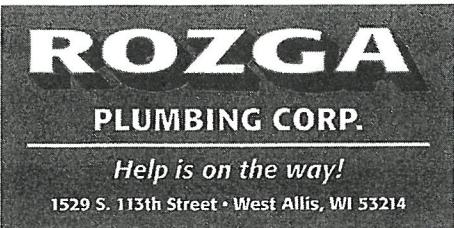
Thank you for your business! We appreciate it.

CUSTOMER AUTHORIZATION

THIS ESTIMATE IS GOOD FOR (14) DAYS. The summary above is furnished by Rozga Plumbing Corp. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. Upon acceptance of our proposal, we ask for a down payment, any necessary progress draws with the balance due in full upon completion. Please sign, date, and return this proposal with down payment.

Sign here

Date



13 OF 20
Rozga Plumbing Corp.
1529 S 113th Street
West Allis, WI 53214
(414) 258-9911

BILL TO
Inc. Back Bay Investments
2344 East Back Bay
Milwaukee, WI 53202 USA

Attchments
(Invoice 4)

INVOICE
20252426

INVOICE DATE
Jun 12, 2025

JOB ADDRESS
Duplex
2330 East Back Bay
Milwaukee, WI 53202 USA

Completed Date: 6/12/2025

Technician: CALLAHAN R.

Technician: STEVE S.

Technician: TAYLOR W.

Payment Term: Due Upon Receipt

Due Date: 6/12/2025

DESCRIPTION OF WORK

Rozga Plumbing Corp. provided labor, equipment, and material for the spot repair of the sewer lateral in the road in front of your rental property on E Back Bay.

We saw cut and removed a section of the asphalt road and excavated down to approx. depth of 8', to expose the sanitary sewer lateral, where we located the furthest point we could reach with our sewer camera before being stopped. Upon exposing the lateral line we found the piping to be 8" PVC and not the 6" clay that was expected. We also found that a large rock had broken the a 8" PVC 45° fitting and distorted the shape of the round pipe to oval. This rock was surrounded by stone chips that were believed to have been used as backfill the excavation dug by the city when work to the water main was done. As the piping upstream and downstream of the section of PVC was made of clay, this indicated another repair of this sewer lateral had been done in the past. Sewer camera was used to confirm debris in the line was flushed out of the remaining piping and the line was flowing. A new section of 8" PVC, approx. 6' in length was installed and connected to the upstream PVC piping and the downstream clay piping. The exposed piping was bedded in stone and the required plumbing inspection obtained. The excavation was backfilled using stone and slurry. An approx. 8.5' x 9.5' section of the asphalt was patched using hot mix asphalt. This patch size included the section of road that was never patched by the city after the replacement of the public side of the lead water line had been done. All excavated spoil was hauled offsite.

Please note; Lori from the water department was onsite to observe the damage to the sewer piping as well as the fact that the PVC piping upstream of the repair was located within a few inches of the water main tapping saddle that was believed to have been installed when the public side of the water line was replaced by the city.

*All plumbing work will be warranted for a period of one year from time of installation. *Customer Orientation are made a part hereof and incorporated herein. *Terms and conditions titled 'Rozga Proposal Terms and Conditions' are made a part hereof and incorporated herein.

CASH DISCOUNT

IF ALL PAYMENTS ARE MADE BY CASH OR CHECK AND THE FINAL BALANCE DUE IS PAID WITHIN TEN DAY OF THE COMPLETION OF THE WORK, YOU MAY DEDUCT \$293.00 FROM THE FINAL INVOICE.

PAYMENT TERMS:

A down payment of \$7,300.00 was required with the acceptance of the proposal. PAID BY CHECK ON 6/5/25
Final Balance is required and due upon completion of our work.

(Invoice 4 cont...)

PAID ON	TYPE	MEMO	AMOUNT
6/5/2025	Check (Manual Deposit)		\$2,300.00
6/5/2025	Check (Manual Deposit)		\$5,000.00
		SUB-TOTAL	\$14,697.00
		MILWAUKEE CITY 2%	\$0.00
		MILWAUKEE COUNTY 0.9%	\$0.00
		STATE OF WISCONSIN 5%	\$0.00
		TOTAL DUE	\$14,697.00
		PAYMENT	\$7,300.00
		BALANCE DUE	\$7,397.00

Thank you for your business! We appreciate it.

CUSTOMER AUTHORIZATION

I hereby authorize the below service to be performed along with necessary materials by the ROZGA PLUMBING CORPORATION, its employees and/or subcontractors and release same from any liability for any damages arising from the nature, design and/or condition of existing plumbing and/or electrical and its appurtenances that is not the result of negligence. I also agree that full payment is due upon completion with late charges added at 1% per month on any unpaid balance after completion of work. Failure to pay will result in further legal action. All legal and collection fees will be the responsibility of debtor. I am also aware of a mechanics lien as outlined in Wisconsin Stat. 779.02(2)(a) and the Terms and Conditions printed on the back of this page.

Sign here



Date 6/12/2025

CUSTOMER ACKNOWLEDGEMENT

Acceptance of work performed: I find the service and materials performed & installed have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amounts due. My signature here signifies my full and final acceptance of all work performed by the contractor.



Sign here

Date 6/12/2025

201
15 of 16





2330 E. Back Bay

Cold patch

Sink hole

17 of 20



2330 E. Back Bay,

Sinkhole
cold pool

18 OF 20

3 HOUR
PARKING
7:00AM
TO 7:00PM
SUN 8AM-8PM



2330 E. Back Bay

Sink hole



2330 E. BICK BAY

20 of 20

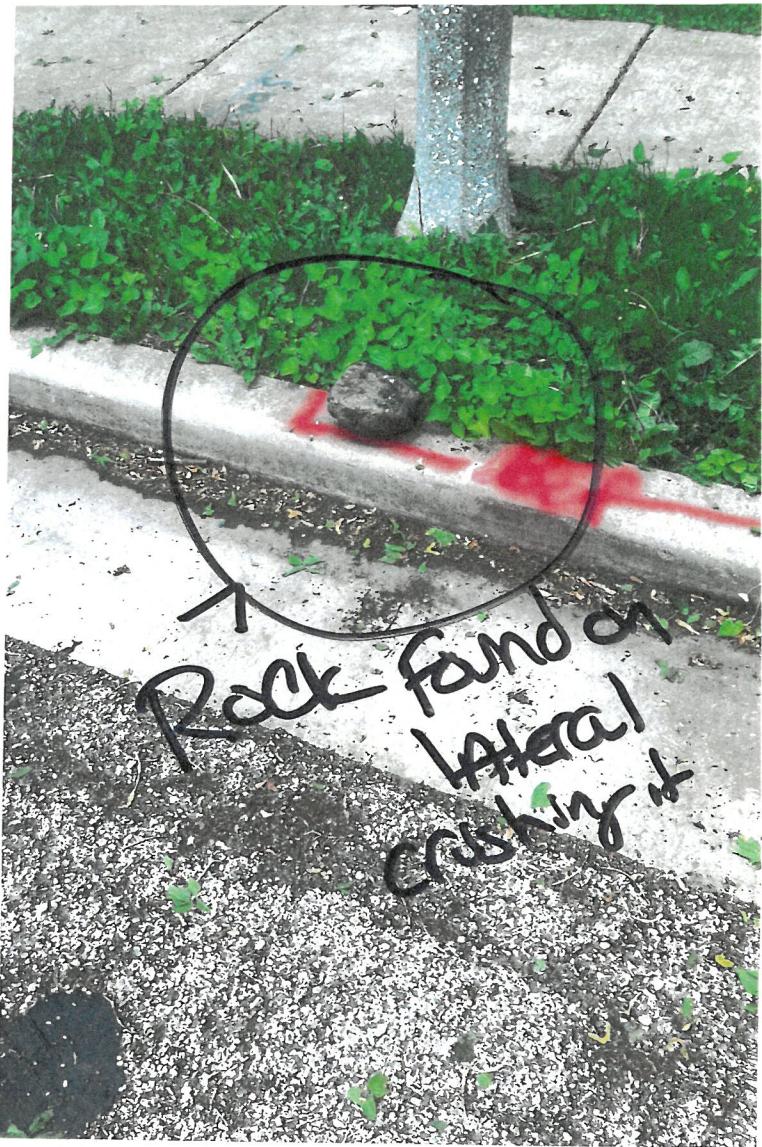
X

Sinkhole

crack

Sinking
Ridge

2330 E. Back Bay



2330 E. Back Bay

Photo # 1

2330 E. Back Bay

Photo # 2



2330 E. BACK BAY

Photo # 3

Photo # 4

2330 E. BACK BAY