

'04 SEP 14 PM 12:54

CITY ATTORNEY

C.I. FILE NO: 04-S-252  
Andrew & Delores Williams  
2903 N. 56TH Street  
Milw., WI. 53210  
Sept. 9, 2004

Grant F. Langley  
City Attorney  
800 CITY HALL  
200 East Wells Street  
Milwaukee, WI. 53202-3551

Dear Mr. Attorney Grant F. Langley:

We are appealing the denial decision on our claim, C.I. FILE NO: 04-S-252. We are asking you to reconsider for the following reasons. Your investigator, Mr. Overholt, stated that the sewer was on a regular cleaning schedule, and the city of Milwaukee did not have any notice of any problems with the sewer.

Yes, the city of Milwaukee did received the notice of the problem with the the sewer-main by the plumber from the Plumbing Doctor Inc. who we had called about the backup sewage water in our basement on July 7, 2004. This was the second time for the flooding. The first time was July 4, 2004. The third time was on July 11, 2004. M.S.D. was called on July 7 and the 11. The same crew responded each time. Please review the plumber's Work Order/ Invoice.

M.S.D. did not become aware of the clogged 8-inch sewer main by an routine cleaning, but by us suffering the flooding in our basement. Even the M.S.D. foreman advise of our right to be compensated by the city of Milwaukee as it wasn't our fault.

On July 11, my husband, Andrew, called M.S.D. Being the third calling about the sewer backup, the foreman promised us he would have the sewer-main examine by a closed circuit television which he did. The M.S.D. worked on the sewer-main for several days.

Therefore, we suffered the damages as stated, and it were us whom alerted M.S.D. that there was a problem with the sewer-main as soon as we knew. We should be compensate.

As residential homeowners, we do not know how sewer-main is scheduled for routine cleaning, but we do know that we paid M.M.S.D. for sewer treatment, usage, and maintenace charges. It is comfort to know, that the sewer-main is on a special 3 month cleaning program.

As for the grease build up in the sewer-main, we are very conscious about our drains. We disposed any cooking oil or meat juices in a plastic bottle with a top on securely before disposing it in the garbage.

Thank you for your time in reconsidering our claim. We will appreciate the ~~acceptance of our claim.~~

Sincerely, *Andrew D. Williams*  
*Delores C Williams*  
Andrew D. & Delores C. Williams

**Work Order/Invoice**

16318



**The PLUMBING DOCTOR INC.**

**SEWER & DRAIN**

P.O. Box 544

Greendale, WI 53129

(414)525-9311 Milwaukee • (262) 549-0818 Waukesha  
(262) 632-1332 Racine/Kenosha • Fax: (414)529-9366

All drains cleaned • Sewer Camera Inspection

All plumbing repairs • 24 hour emergency service

Quality Service with Professionals You Can Trust

MP # 225175

DATE 7/7/04		P.O. #	
B I L L T O	NAME Andrew Williams		
	ADDRESS 2903 N. 56th St		
	CITY, STATE, ZIP CODE Milwaukee WI 53210		
	HOME PHONE 445-3977	WORK PHONE	
J O B S I T E	NAME		
	ADDRESS		
	CITY, STATE, ZIP CODE		
	HOME PHONE	WORK PHONE	

	PRICE
Align manhole chamber to street to clear line	169.00
Pressure Base Sewer unable to clear line	48
Auger sewer pulled out some roots unable to clear	
Checked manhole in street sewer city main was backed up - called city had jetter truck out to clear city main - check plumbing no problem after city sewer was cleared	
<p>PAID CASH \$200 Balance 75.00</p>	

CITY OF MILWAUKEE  
 RECEIVED  
 7:04 SEP 14 PM 12

**Please Pay From This Invoice - No Statement Rendered**

**WORK AUTHORIZATION:** Authorization to proceed without complications due to unforeseen problems with the above diagnosis/solution - I the undersigned, am owner/a representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform diagnosis/solution, and to use such labor and materials as you deem advisable. If your check bounces, you could be liable to 3-times the amount of the check or \$100.00, whichever is more, plus the face value of the check and court costs. I have read and agree to all the terms and conditions set forth on the face and reverse side here-of. I hereby authorize you to proceed with the above work. Being now forewarned that aged and deteriorated plumbing fixtures, piping, and appurtenance no longer be serviceable, I agree to hold The Plumbing Doctor, Inc. blameless for any damage or destruction to same as result of conventional repair efforts. The undersigned hereby agree that, in the event of default in payment of any amount due, and if this account is placed in the hands of a collection agency or attorney for collection or legal action, to pay any additional charge equal to the cost of collection including agency and attorney fees and court costs included. **PRIME CONTRACTOR INITIAL NOTICE OF LIEN RIGHTS:** Wis. Stat. #779.02(2) (1997) You are hereby notified that persons or companies furnishing labor or materials for the construction on your property may have lien rights on your land and buildings if they are not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contract directly with you or those who give you identification notice within sixty (60) days after they first furnish labor or materials for the construction. You probably will receive notices from those who furnish labor or materials for the construction, and you should give a copy of each notice you receive to your mortgage lender, if any. Builder agrees to cooperate with you and your lender, if any. I see that all potential lien claimants are duly paid.

Signature: *Andrew Williams*

**Do You Want Your Old Parts**  
 \* Remove Scrap \* Leave Scrap

Estimate	169.00
Service call includes Travel Fee	29
Job	630.00
Tax	275.00
R & W - 5.1	
K - 5.5	
M - 5.6	
Total job	
Deposit	

**Warranty**  
 All materials supplied by The Plumbing Doctor are covered by the manufacturers written warranty

Paid by: CK \_\_\_ C.C. \_\_\_ Cash \_\_\_ Auth. # \_\_\_\_\_  
 Card \_\_\_\_\_ Exp. \_\_\_\_\_

Workmanship Warranted for 30 days unless Otherwise Marked  
 \* 30 Days \* 1 Year \* 2 Year  
 \* NO WARRANTY

**30 Day Billing / 1.5 % per month accumulated after 30 days.** Auth. By \_\_\_\_\_  
 Acceptance of Work Performed. I find the services and materials rendered and installed in connection with the above work mentioned is completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled TOTAL to be the total and complete charges. I acknowledge that I have received a legible copy of this contract.

Signed: *Andrew Williams*

**Amount Due**  
 169.00  
 275.00  
 29.00  
 630.00

S

CITY OF MILWAUKEE  
2004 JUL 29 PM 3:04  
ROTTENBERG, ANNE

414-445-3977 (telephone)  
Andrew & Delores Williams  
2903 N. 56th Street  
Milwaukee, WI. 53210  
July 21, 2004

City Clerk  
ATTN: CLAIMS  
200 E. Wells., St., Room 205  
Milwaukee, WI. 53202-3567

CITY ATTORNEY  
04 JUL 29 PM 3:37

Dear Sir:

On July 4, 2004, we discovered that our basement at the above address had been flooded with at least three or more inches of watery sewage. The sewage water had receded, but it left behind a slimy, dirty, watery matter with a foul smell of sewage over the entire basement floor and on some walls.

Everything that were floor base were soaked with this smelly, sewage water. There're alot of books, albums, etc. that were in boxes on the basement floor as we were in the process of rebuilding our family's library.

We immediately began to clean up with bleach, and throwing away alot of materials like Collective of books, magazines, albums, and etc. that my husband have been collecting his entire teen and adult life. Please notice the attached paper for lost or damaged items. We worked for three days trying to save what we could, before the next incident.

On Wednesday, July 7, 2004, the toilet in the basement would not flush. Water from the sewer began to back up again, making

bubbling noises. Thus, we called the "Plumbing Doctor, Inc." for service. After a hour or so, being unsuccessful in finding the problem, the plumber observed the outside sewer. Then he called the Milwaukee Metropolitan Sewerage. The plumber's report is attached.

The city's sewerage crew arrived, and they agreed that the problem was in the main city sewer line. The foreman came into our basement to view the damages.

The city's sewerage crew worked on the problem that day, but on Sunday, July 11, we have to call them again as we were having the same problem. The crew worked on the sewerage system for several days during that week. So far the problem seem to have been corrected.

The list of damages is attached.

Thank you very much for your cooperation.

Sincerely yours,

  
Andrew D. & Delores Williams

P.S. My husband and I became ill with nausea and diarrhea while cleaning up the basement. He missed four days of work.

We are requesting a claim for \$3,000, although that may not cover everything we lost as some things cannot be replenish.

LOST PROPERTY

<u>Item</u>	<u>Number</u>	<u>Cost (Replace)</u>
books	700	\$700.00
Collective Bibles and Recipes, Magazines (25yrs old)	100	250.00
portable sewing machine, Mont. Ward	1	35.00
projector, 8mm	3	30.00
Television, 25in., (GE)	1	35.00
cocktail table (aprox. 4 ft.) Gold	1	50.00
album covers/sleeves	279	400.00
speaker (aprox. 28in. tall)	4	40.00
cleaning/products		75.00
basement floor (paint peeling)		200.00
vhs tape	7	40.00
plumber's bill	1	275.00
husband's wage	4days	638.08
husband's work materials for training of new drivers (copies must be made)	???	30.00
VER - Panasonic	1	150.00
FAN	2	60.00

*(\$159.52  
per day)*

DAMAGED/SAVED

<u>ITEM</u>	<u>NUMBER</u>	<u>REMARKS</u>
albums	279	Needs new covers and sleeves
45's	23	All albums/45's were washed in bleach. Sounds quality unknown. No speaker.
Exercise, lift, equipment seat damaged	1	Never used; Box was soaked with sewage
Area Rug	1	washed
Toys/Clothes		Washed
Oak book shelf (5 shelves)	1	Two lower shelves damaged. Brought at Home Depot. Paid \$79.00 in 2003

This claim is submitted with honesty to the best of our knowledge. Thank you for any reimbursement.



# The PLUMBING DOCTOR INC.

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MP # 225175

### Work Order/Invoice

NO 1631R

DATE 7/7/04		P.O. #	
B I L L T O	NAME Andrew Williams		
	ADDRESS 2903 W 66th St		
	CITY, STATE, ZIP CODE Milwaukee WI 53210		
	HOME PHONE 445-3977	WORK PHONE	
J O B S I T E	NAME		
	ADDRESS		
	CITY, STATE, ZIP CODE		
	HOME PHONE	WORK PHONE	

	PRICE
Open main line to street to clear line	169.00
Pressure Bage Sewer unable to clear line	48
Auger sewer pulled out some roots unable to clear	
Checked manhole in street sewer city main	
was backed up - called city had jetter	
truck out to clear city main -	
check plumbing no problem after - city	
sewer was cleared	58
<b>PAYED CASH</b> <b>200</b> <b>Balance 75.00</b>	
	275

**Please Pay From This Invoice - No Statement Rendered**

**WORK AUTHORIZATION:** Authorization to proceed without complications due to unforeseen problems with the above diagnosis/solution - I the undersigned, am owner/a representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform diagnosis/solution, and to use such labor and materials as you deem advisable. If your check bounces, you could be liable to 3-times the amount of the check or \$100.00, whichever is more, plus the face value of the check and court costs. I have read and agree to all the terms and conditions set forth on the face and reverse side here-of. I hereby authorize you to proceed with the above work. Being now forewarned that aged and deteriorated plumbing fixtures, piping, and appurtenance no longer be serviceable, I agree to hold The Plumbing Doctor, Inc. blameless for any damage or destruction to same as result of conventional repair efforts. The undersigned hereby agree that, in the event of default in payment of any amount due, and if this account is placed in the hands of a collection agency or attorney for collection or legal action, to pay any additional charge equal to the cost of collection including agency and attorney fees and court costs included. **PRIME CONTRACTOR INITIAL NOTICE OF LIEN RIGHTS:** Wis. Stat. #779.02(2) (1997) You are hereby notified that persons or companies furnishing labor or materials for the construction on your property may have lien rights on your land and buildings if they are not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contract directly with you or those who give you identification notice within sixty (60) days after they first furnish labor or materials for the construction. You probably will receive notices from those who furnish labor or materials for the construction, and you should give a copy of each notice you receive to your mortgage lender, if any. Builder agrees to cooperate with you and your lender, if any, to see that all potential lien claimants are duly paid.

Signature: *Andrew Williams*

#### Warranty

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R & W - 5.1	
K - 5.5	
M - 5.6	
Total job	
Deposit	

**Amount Due** 275.00

*275.00*