# 2024 JAN -3 AM 9: 37

## CITY CLERK'S OFFICE

To Whom it may Concern;

OFFICE OF CITY ATTORNEY

I Tanya Miranda am submitting a claim against city of Milwaukee for damage of sewer lateral to my home. Damage to my line was confirmed on October 31, 2023. On October 31st, I had Mr. Rooter company come out to fix collapsed sewer lateral to my home. While doing replacement it was discovered that my lateral was filled with gravel all thru out line. Gravel that came from a street break that was done directly in front of my home in the street. Once all the gravel was removed there was a video that was done to check the full lateral line. During that video it was found that there was a hole in the area of street where break up was done from the city. The city had dug out area in front of my home in street and back filled it with gravel. This was done during the week of August 7th thru the 11th. I had discovered that water and sewage was backing up into by basement thru floor drain that weekend. I first attempted to snake out the drain with renting a snake from Home Depot. That helped a little of the issue but not completely. So, I then paid \$200 for Milwaukee Drain Cleaning to come out and snake the drain on 8/15/2023. While snaking the guy said he was having issues with getting snake to go completely out to the street. He said there had to be something going on because snake tip was coming back scratched as if it were hitting rock or something. He asked if work in front of property had been recently done and I told him it was just dug up. He told me to look into contacting the city and another company to come and do camera look into the pipe. I then contacted Milwaukee water works about issue I was having and that it was discovered a couple of days after area was worked on. Water Works then sent out an investigator to my property to take a look at the street. After he saw work area, he contacted his supervisor regarding area. Supervisor sent out workers on Friday August 18th to dig up area to check for issues. My husband was told that there was nothing found on street end and that if I had issue it would fall on my end. I then hired Sewer Ninjas on September 5<sup>th</sup> for \$350, to come out and do camera to check the line. When attempting to do camera video they were unsuccessful and only able to get out to 17ft. So I then attempted to call out to water company again. This time a worker came out and went into the basement to see what was going on. He called supervisor, who after going back and forth with me on phone decided to send out Heiden Plumbing to do camera. I was told that they would look at both from home and street end with camera to see what they could find. So on Sept 25<sup>th</sup>, Heiden came out to my home and they also were having issues with getting camera to go thru line. So, they went thru with snake a couple of times and then were able to get camera thru to get a pic showing that there were piles of something in line. I right away thought it was the gravel but the plumber thought it was the pipe deteriorating. I asked if they could do camera from outside sewer to see from street end but was told that they don't do camera from sewer end. They did use a detector to scan to locate break outside the home. I was told there was a break under bottom of first step to my porch. I was told that I would be responsible for break and that I could get an estimate for the repair. I then looked into my options on getting repair done. I ended up contracting Mr. Rooter for repair. During process they ended up removing my sidewalk to my home and my front stairs to my porch. In total my repair from Mr. Rooter was \$29,614.29. I received help thru the Clean pipe program that helped with \$5,150.00 of cost. I then purchased materials to repair my front stairs which costed me \$240.00. In total the cost for me to

repair my home was \$30,531.69. Besides the cost it took me to repair my home, I had to throw out personal items from my basement from water damage. I will still have to repair my walls in basement from mold damage. This not only affected my family financially but mentally as well. We lived a little over two months with not being able to use our water as normal in our home, we dealt with having our home smell like sewage from the basement and drain flies flying throughout our home. It was very depressing as a parent of seven children to not be able to be in a properly functioning home. We had to haul laundry to laundry mat every week because I was unable to use my own washer at home. I was spending \$50 to \$60 every week to do laundry. I had to not turn on heater in our home as the weather was getting colder to prevent the smell from getting worse thru out the house. I was unable to have people come to my home because of the embarrassment. I also feel that this issue could have been handled sooner if water works would have token my situation a little more serious and handled things differently. I appreciate your time and help in regards to this matter. If you have any other questions, please reach me at (414)208-6095.

Thank you,

Tanya Miranda

### MENARDS - W.MILWAUKEE 2101 Miller Park Way W. Milwaukee WI 53219

KEEP YOUR RECEIPT RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 02/15/24

If you have questions regarding the charges on your receipt, please email us at: WMILfrontend@menards.com



## Sale Transaction

Cust name: The Answer To Rem 2" EXT DECK STAR DRIVE	
2303405 2 @8.97 ZEP HI TRAFF CARPET 1280	17.94
CONCEALED STRINGER HANGE	
ZEVO FLYING INSECT TOAD	~
2633704 2 @19.97 OCEDAR PET PRO BRM W PAN 6489948	39,94
5/16X6 HCR POWERLAG 1CT 2302174	12.99
	1.68
5/16X5 HCR POWERLAG 1CT 2302172 5 @1.38 5/16X4-1/2" AC2 POWER LA 2302053	6.90
ORDER 31829 1X8-8' AC2 GREEN TREATED-PICK	1.20
6 AC2 GREEN THICKDECK -DICK	33.52
4X4-8' AC2 GREEN TREATED DIES	50.72
4 STEP STRINGER OR" DIEG BYON	10.08
2X2-36"SQUARE FND SPINDLEDICK	83.92
1113404 25 @1.72 2X4-6' TREATED HANDRAIL -PICK 1113716 4 @10.98	43.00
END OF ORDER	43.92
FOTAL TAX MILWAUKEE-WI 5.5% TOTAL SALE US DEBIT 7529 EFT Debit 11/17/2 Ref# 0659111/1042 PR	368,39 20,26 388,65 388,65 3 06,59,08 IMARY ACCT



CONTRACT #: 300830

LUIS MIRANDA 1913 S 29TH ST MILWAUKEE, WI 53215 (414) 708-7685

**Rental Center Hours** 

MON 6A- 8P TUE 6A- 8P WED 6A- 8P THU 6A- 8P FRI 6A- 8P SAT 6A- 8P SUN 8A- 8P

RENTAL DURATION

1 Day

DUE BACK

Aug. 15 @ 10:19am

FOR ASSISTANCE CALL (414)304-3400

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Part Number	Item Description		- a to an actual are actual are actually a series and actual actu	1 HOUSE	1 Day	2 Days	1 Week	4 Weeks	Contract Amt.
04-466-03982	Auto-Feed Drain Clea (1) 1 7/8" Starting Tool, 1 (1) Root Saw (HDD-3S) (1) Grease Tool, 100' Ele (1) Spanner Wrench, 100	L00' Electric		\$74	<b>\$39</b> 5	\$230	5.4.20	\$3,260	\$105 - -
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#### **TERMS & CONDITIONS**

I agree that no representative of The Home Depot is authorized to make any promise, warranty, or representation to me other than those reflected in writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or changed except in writing signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement. In the event that I am returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct, and additional charges may apply if the equipment is returned damaged.

- If I do not return this equipment by the scheduled end date, I agree to a weekly recurring charge of \$420.00, until all tools have been returned,
  or a maximum rental charge of \$3,748.98 plus applicable taxes have been recovered. In addition, I understand that misrepresentation or failure
  to return equipment can lead to prosecution.
- 2. I have been offered operating manuals on the rental equipment,
- 3. A cleaning fee of up to \$50.00 will be assessed if equipment is not returned clean.

	08/14/2023
ognature	Date

MILW Drain Cleaning LLC 8006 W. Oklahoma Ave. Suite #11

as outlined above.

SIGNATURE

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WORK TO BE PERFORMED AT:	1-17-1-17-17-17-18			
Any controversy or claim arising out of or relating to [Milwaukee, WI]. Wisconsin state law shall apply. J	this contract, or the breach thereo udgment on the award rendered by	of, shall be settled by arbitration administered by the y the arbitrator(s) may be entered in any court havi	e [American Arbitration Association]. The place of arbitration sl ng jurisdiction thereof	hall be
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	Dollars (\$	) with payments	to be made as follows.	
ACCEPTANCE OF PROPOSAL	and any other damage arising in	n the course of cleaning any drain or sewer lines a	consibility for any damage to the pipes or drain and sewer line and does not assume any responsibility for break- age of any	toilet,
The above prices, specifications, and conditions are satisfactory	ing LLC and its affiliates will not	t assume any liability arising out of broken sewer of	ive replacement parts manufactured by others. JMILW Drain or drain snakes as a result of cleaning of pipes or sewer drain	ns.
and are hereby accepted. You	SIGNATURE			
are authorized to do the work as specified. Payments will be made	SIGNATURE		DATE	
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INVOICE #202102662 SERVICE DATE Sep 05, 2023 INVOICE DATE Sep 11, 2023 DUE Upon receipt AMOUNT DUE \$350.00

Tanya Cuker 1913 S 29th St Milwaukee, WI 53215 CONTACT US

12557 W Burleigh Rd, Suite 8 Brookfield, WI 53005

(414) 250-8605

info@sewerninjas.com

(414) 208-6095

Tanyacuker@gmail.com

### INVOICE

Service	S								qty	unit price	amount
Sewer	Video	Inspection	Tier	1	Location	(Milwaukee	&	Waukesha	1.0	\$350.00	\$350.00
Countie	es)										

Tier 1 locations are in Milwaukee & Waukesha Counties.

Sewer Line Video Inspection, Evaluation and Diagnostic

Includes recorded video inspection (may require professional cleaning for an added fee)

Online Bookings will be confirmed by office staff with a phone call and are subject to change depending on Sewer Ninjas Schedule.

Services subtotal: \$350.00

Total

\$350.00





#### **BILL TO**

Tanya Miranda 1913 South 29th Street Milwaukee, WI 53215 USA

> INVOICE 112856537

INVOICE DATE Nov 16, 2023

JOB ADDRESS

Tanya Miranda 1913 South 29th Street Milwaukee, WI 53215 USA Completed Date: 11/16/2023 Technician: Jakob Wendorf

Technician: John Donovan

Technician: John Guy

Technician: Taylor Vernon

Payment Term: Due Upon Receipt

Due Date: 11/16/2023

#### DESCRIPTION OF WORK

Before excavation begins a line location needs to be conducted to determine the break location. Excavate where the broken pipe is located and cut out the compromised pipe. Replace the compromised pipe with PVC pipe and check the condition of the rest of the line with a camera and hydro scrub. Backfill the pipe and hole with gravel. After the city inspection, backfill the excavated hole with dirt. The sump pump is not working and needs replacement. Additional fees will be required if road repair isn't done by city. If the compromised pipe is located under the porch, the porch repair will done by others.

#### 10/31/23 & 11/1/23

Excavated the sewer and exposed the lateral. Hydroscrubbed both ways pulling gravel out of pipe into pit, 6in clay to city main is still intact from exposed point, tied onto the 6in clay piped under porch with a cleanout adapted to 4in, slip jointed the broken joint approximately 6 feet into building to save porch and basement concrete, will use a liner to properly secure the 4in pvc to each other, approximately a 10 foot liner, exterior will have a cleanout and frost sleeve will add the extra materials to estimate. Side walk repairs done by others. Replaced approximately 20 feet of sewer and another 10 feet of liner to ensure system is sealed properly. Trenchless option saves labor cost and further finish repair cost.

11/14/23

Executed repair of sidewalk.

#### 11/16/23

Returned and cleaned the line of loose debris and acquired the measurements for the liner. Prepared lining material. Installed the liner and secondary calibration tube and allowed it to cure properly. After the liner was cured, pulled back the secondary calibration tube and video inspected the line. The liner is cured properly and the lateral is sealed. Cleaned up the workspace and hauled away any remaining debris.

TASK	DESCRIPTION	QTY	STANDARD PRICE	PRICE	TOTAL
B10 1	Advantage Plan Membership - 3 Years: Advantage Plan Membership was added to maximize customer savings and benefits. Savings are reflected immediately in the invoice /estimate. Brochure that describes membership is included	1.00	\$99.00	\$99.00	\$99.00
UG1060	Permits and Inspections For A Plumbing Repair/Replacement (Per Opening)Permits and Inspections For A Plumbing Repair/Replacement (Per Opening): Repair/Replacement (Per Opening) PERMITS issued by the Administrative authority and an INSPECTION will be performed to insure compliance with local codes	1.00	\$145.00	\$145.00	\$145.00
C15201	Repair 6" exposed plastic line, up to 5': Repair 6" exposed plastic line, up to 5'	1.00	\$715.00	\$638.50	\$638.50
C1560 1	6" PVC Pipe additional: 6" PVC Pipe additional length, as required	5.00	\$61.29	\$55.17	\$275.85
C1555 1	6" PVC Service Pack up to 5 fittings: 6" PVC Service Pack up to 5 fittings	1.00	\$368.28	\$368.28	\$368.28
C1920 7	Excavator with Operator/per day: Daily excavator equipment charge , includes Operator	2.00	\$3,715.48	\$3,277.48	\$6,554.96
C1995	Gravel / Chips Backfill Bedding - 3 yard minimum: Procure Gravel / Chips Backfill Bedding - 3 yard minimum, as required and always as additional task	1.00	\$775.16	\$698.66	\$698.66
J7910	1/3 HP Auto Submersible Sump: 1/3 HP Auto Submersible Sump Pump 120 Volt, 1- 1/2" Discharge, 1/2" Solid Handling, 10' Cord, Tethered Style Mechanical Float Switch (Pump Mount) w/ Piggy-back Plug, 50 gpm @ 10' TDH	1.00	\$1,093.67	\$997.85	\$997.85
UG1000 1	Site Survey: Conduct a Site Survey that may include video inspection and electronic line location to identify utilities and obstructions in excavation area. Discuss with property owner any obstructions such as Lawn irrigation systems, Wells and UG Electrical	1.00	\$365.00	\$310.25	\$310.25
C1300 7	Hydro Scrub™ High Pressure 2 Hour maximum includes camera inspection- 90 day Warranty applies!: Hydro Scrub™ High Pressure (2 Hour maximum) from mobilized vehicle, includes camera inspection. We warrant this work for 90 days- if your drain clogs, we will return and reopen that drain for HALF the original cost!!	1.00	\$776.23	\$690.73	\$690.73

Z25159 7	Laborer per hour: Additional support labor as required	20.00	\$130.00	\$110.50	\$2,210.00
C2050	CIPP Lining of 2" - 4" Drainline - Each Additional Foot - Ambient Cure: Additional feet of lining over maximum for CIPP Lining of 2" - 4" Drainline , as required , and for ambient cure of lining	10.00	\$145.47	\$135.91	\$1,359.10
C1560 1	6" PVC Pipe additional: 6" PVC Pipe additional length, as required	10.00	\$61.23	\$55.17	\$551.70
Z25159 7	Laborer per hour: Additional support labor as required	2.00	\$130.00	\$110.50	\$221.00
C2080	CIPP tear off 4"-6" inversion method thru clean out: Tear off inversion , lateral launch thru building cleanout material used is loctite 404	1.00	\$1,412.58	\$1,259.58	\$1,259.58
C1995	Gravel / Chips Backfill Bedding - 3 yard minimum: Procure Gravel / Chips Backfill Bedding - 3 yard minimum, as required and always as additional task	2.00	\$798.42	\$720.29	\$1,440.58
C1935	Debris Removal per cu yds or 1000#: Haul Away Charge.as required, to remove debris from Job site, Debris Removal per cu yds or 1000#	2.50	\$247.94	\$210.75	\$526.88
C1350	Jetter Winterization Surcharge Nov- March: Jetter Winterization Surcharge November - March, as an additional charge for equipment preventive maintenance in inclement weather.	1.00	\$49.41	\$47.45	\$47.45
C2065	CIPP Lining of 6" Drainline - 1st 20 Feet-Bluelight Cure: CIPP Lining of 6" Drainline for the first 20 Feet of repair, Bluelight cure. CIPP Set up includes- material delivery, mixing station and inversion equipment. Includes shop time of measuring, preparing, and wetting out liner. Pipe cleaning / preparation and video inspection.	1.00	\$5,997.17	\$5,499.92	\$5,499.92
C2077	CIPP Lining of 6" Drainline - Each Additional Foot- Bluelight Cure: CIPP Lining of 6" Drainline, charge per additional foot when cured with Bluelight technology.	15.00	\$132.08	\$124.00	\$1,860.00
Z25159 7	Laborer per hour: Additional support labor as required	8.00	\$130.00	\$110.50	\$884.00
Z9920	Customer service allowance - Office Use only!!: Discretionary Coupon-discount for MMSD Pipe Check Financial Incentive, Lateral Lining / full replacement \$5,000	1.00	\$-5,000.00	\$-5,000.00	\$-5,000.00

Total homeowner incentive, \$5,000 Total reservation amount / Pipe Check financial incentive is \$5,150

Assumes MMSD will fund, it for some reason it is not approved, discount will need to be added back to the job.

Z9920	Customer service allowance - Office Use only!!: Execution of MMSD Clear Water Evaluation	1.00	\$150.00	\$150.00	\$150.00
Z9920	Customer service allowance - Office Use only!!: Discretionary Coupon-MMSD Funded Clear Water Evaluation CWE \$150	1.00	\$-150.00	\$-150.00	\$-150.00
991011	Residential New Construction: Residential New Construction - sidewalk repair	1.00	\$2,825.00	\$2,825.00	\$2,825.00

\$3,059.51	MEMBER SAVINGS
\$24,464.29	SUB-TOTAL
\$0.00	TAX
\$24,464.29	TOTAL DUE
\$24,464.29	BALANCE DUE

We know you have choices. THANK YOU for choosing Mr. Rooter Plumbing!

Estimate pricing valid for 30 days with the exception of material cost increases that may increase pricing.

TERMS: Due upon completion of job.

Late Charge of 2%. Accrued Monthly, For All Invoices Past 30 Days of Invoice Date.

We are hiring! Visit www.mrrooter.com

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSON OR COMPANIES FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS 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 CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

#### **CUSTOMER AUTHORIZATION**

I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Rooter or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Rooter to perform proposed work and acknowledge that this invoice is due upon receipt. Independently owned and operated franchise. I agree to the following Terms and Conditions.

Authorized Amount: \$12,989.08

Sign here

Verbal

Date 10/31/2023

#### **CUSTOMER ACKNOWLEDGEMENT**

Acceptance of work performed: I find the service and materials performed & installed have been completed in accordance with this agreement. I understand that minor grammar and spelling corrections may be made on the final invoice I receive. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amount due \$12,989.08.

Sign here

Date 11/16/2023

#### TERMS AND CONDITIONS

It is agreed that Mr. Rooter is not responsible for the following:

- 1. Damage caused to the customer's property as a result of obtaining access to and exposing plumbing and drainage systems.
- Additional plumbing work beyond that specifically mentioned in this estimate and proposal
  including, but not limited to, that which may be required because of pre-existing plumbing code
  violations or additional work revealed to be necessary as a result of performing the specified
  work.
- 3. Any repairs, installation, removal or replacement of non-plumbing items or activities including but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, electrical wiring and fixtures, painting, decorations, plastering, sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework.
- 4. Damage caused to customer's plumbing system by sewer and drain cleaning equipment when such is caused by pre-existing defects in such plumbing systems.

Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tort feasors.

This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings, and agreements with representatives shall not be binding unless set forth herein.

### LIMITED SERVICE WARRANTY

Mr. Rooter, the franchisee, warrants, to the extent stated herein, the plumbing repair service and drain cleaning services furnished by it. The stated period of warranty commences upon installation or repair of plumbing or upon cleaning of drains.

Purchaser understands that Mr. Rooter's, the franchisee, liability under this warranty is limited to repair, replacement, re-cleaning, or refund of purchaser's money, and does not extend to property damage resulting from drains which become clogged or obstructed or from plumbing work which fails during the agreed upon warranty period.

This warranty gives you specific legal rights. You may also have other rights which vary from state to state.



