



*Mrs Bobbie J. Lathan*  
*5064 North 26<sup>th</sup> Street*  
*Milwaukee, Wisconsin 53209*  
*414-444-8247*

August 29, 2008

Office of the City Clerk  
 Attn.: Claims Department  
 City of Milwaukee  
 200 E. Wells Street – Room 205  
 Milwaukee, WI 53202-3567

Dear Sir or Madam:

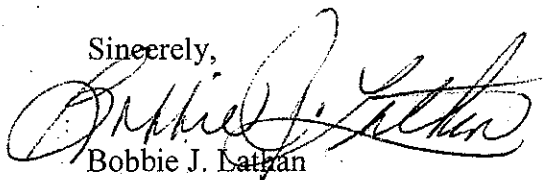
This letter is in response to our recent communication regarding the property damage I sustained as a result of a sewer backup in the basement of my residence, located at 5064 N 26<sup>th</sup> Street, Milwaukee, WI 53209. The backup was caused by a severe rainstorm and flooding on June 7, 2008.

Per your request, I have prepared an itemized list that, to the best of my knowledge, details the extent of my loss in property and personal effects as a result of the sewer malfunction. I have attached a dollar value to as many of the items as possible. However, many of the items that were damaged were antiques, photos, professional conference materials, and one-of-a-kind items, which are priceless and steeped in sentimental value.

The enclosed photos, taken as soon as the standing water and debris went down, show the extent of damage and disruption caused by the severity of the disaster. I trust that this will assist you in assessing the damage I sustained at my residence and in reaching resolution to this matter.

If you require additional information or documentation, please contact me. I thank you for your consideration and assistance in this matter.

Sincerely,

  
 Bobbie J. Lathan

Enclosures

RONALD D. LEONHARDT  
 CITY CLERK

2008 SEP -2 PM 1:39

CITY OF MILWAUKEE

OFFICE OF  
 CITY ATTORNEY  
 2008 SEP -2 PM 3:37  
 CITY OF MILWAUKEE  
 RECEIVED

Mrs. Bobbie J. Lathan

City of Milwaukee-Claims Dept.

August 29, 2008

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List of Flood-Damaged Property of Bobbie Lathan

- 1-Dehumidifier @ \$190.00
- 1-Pair of Antique White Window Draperies @ \$100.00
- 1-Gas-powered Clothes Dryer @ \$300.00
- 1-40-gallon Hot Water Heater @ \$300.00
- 1-Gas Furnace @ \$2,483.00
- 1-Cedar Closet @ \$1,500.00
- 1-13-inch Color Television set @ \$50.00
- 4- Lamps @ \$600.00
- 3-Kitchen chairs Upholstered @ \$300.00
- 2-Antique console record players
- 1-Record collection of vintage music on 45- and 78-rpm vinyl discs
- 1-Collection of religious books, sermon manuscripts and artifacts from my husband's career as a pastor
- 1-Antique Singer treadle-style sewing machine
- 1-Collection of family photos and organization documents
- 1-Assorted new, never worn clothing items and shoes
- 1-Structural restoration of basement, including wall paneling, ceiling, drywall and electrical wiring @ \$6,000.00

Estimated total of damages: **\$20,000.00**



**Sears Home Improvement Products, Inc.**  
 1024 Florida Central Parkway ♦ Longwood, FL 32750  
 FEIN 25-1698591

**Sears**  
 Home Improvement Products

Job No.: 8290547  
 Location: MILWAUKEE 0231  
 Phone #: 1-800-594-5438

### Heating & Cooling

Name BOBBIE LATHAN Phone: Res. 414-444-8247 Bus. \_\_\_\_\_  
 Address: 5004 N. 26<sup>TH</sup> ST. City: MILWAUKEE St.: WI Zip: 53209

I/We, the owners of the premises described below, hereinafter referred to as "Purchaser" offer to contract with Sears Home Improvement Products, Inc. hereinafter referred to as "SHIP", to furnish, deliver, and arrange for installation of all materials necessary to improve the premises located at:

SAME AS ABOVE

(Street) (City) (State) (Zip)

**SYSTEM INFORMATION:** EQUIPMENT BRAND: KENMORE  SPLIT SYSTEM  PACKAGE  DUAL FUEL  R-410A  
 SEER \_\_\_\_\_ COOLING BTU \_\_\_\_\_ KW \_\_\_\_\_  STRAIGHT COOL  HEAT PUMP  R-22

**TYPE INSTALLATION:**  NEW  REPLACEMENT  CONVERSION  
 REMOVE & DISCARD OLD SYSTEM

**FURNACE FUEL:**  GAS  OIL  LP GAS  ELECTRIC  
 AFUE 80% (UP TO) HEATING BTU 100,000

**EQUIPMENT SPECIFICATIONS:**

EXISTING	NEW	MODEL # OF NEW COMPONENT
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>18317</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>20164</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

**ELECTRICAL:**

CONNECT TO EXISTING ELECTRICAL  
 INSTALL NEW \_\_\_\_\_ AMP MAIN PANEL  
 NEW DISCONNECT  FURNACE  CONDENSER  
 NEW GFI OUTLET  ATTIC LIGHT & RECEPTACLE

**OTHER:** \_\_\_\_\_

**DUCT WORK:**

REUSE EXISTING DUCT SYSTEM  
 INSTALL NEW DUCT SYSTEM WITH # \_\_\_\_\_ NEW RUNS  
 REBUILD PLENUM  SUPPLY  RETURN  
 NEW TRUNK LINE(S)  SUPPLY  RETURN  
 NEW RETURN GRILL(S) \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_  
 REPLACE REGISTER(S) # \_\_\_\_\_

**OTHER:** \_\_\_\_\_

**MISCELLANEOUS:**

LINE SET \_\_\_\_\_'  PAD \_\_\_\_\_" X \_\_\_\_\_"  
 DRAIN LINE \_\_\_\_\_'  CONDENSATE PUMP  
 AUXILIARY DRAIN PAN  OTHER \_\_\_\_\_

**FLUE VENTING AND/OR CHIMNEY:**  USE EXISTING VENT OR CHIMNEY  INSTALL NEW CHIMNEY LINER SIZE \_\_\_\_\_  
 PVC VENT PIPE FOR HI-EFF FURNACE  HORIZ.  VERT.  TYPE B-VENT PIPE  STAINLESS STEEL VENT PIPE  
 1-PIPE INSTALLATION  2-PIPE INSTALLATION  COMBUSTION AIR  EXISTING  NEW

**SPECIAL INSTRUCTIONS:**

INSTALL KENMORE 80% FURNACE  
DISPOSE OF OLD UNIT

CONTRACTOR \_\_\_\_\_ PHONE# \_\_\_\_\_ LICENSE # \_\_\_\_\_  
ADDRESS \_\_\_\_\_

**ASBESTOS ABATEMENT:**

THIS CONTRACT ASSUMES NO ASBESTOS WILL BE DISTURBED IN THE PERFORMANCE OF WORK. IF UPON FURTHER INSPECTION BY CONTRACTOR OR OTHERS, ASBESTOS HAS TO BE DISTURBED TO PERFORM WORK, CUSTOMER MUST ARRANGE AND PAY FOR ABATEMENT OF ASBESTOS PRIOR TO THE START OR CONTINUATION OF WORK. IF CUSTOMER FAILS TO ARRANGE FOR NECESSARY ASBESTOS ABATEMENT WITHIN THIRTY (30) DAYS, SHIP MAY CANCEL THIS PROPOSAL UPON WRITTEN NOTICE TO CUSTOMER.

INITIAL \_\_\_\_\_

THE WORK WILL START APPROXIMATELY July AND WILL BE SUBSTANTIALLY COMPLETED BY APPROXIMATELY July. THESE DATES ARE SUBJECT TO CHANGE AT THE TIME THE CONTRACT IS ACCEPTED BY SHIP OR AT ANY OTHER TIME BY MUTUAL WRITTEN AGREEMENT. I UNDERSTAND THAT THIS IS ONLY AN ESTIMATE DATE AND I WILL BE CONTACTED PRIOR TO THIS DATE TO SCHEDULE THE ACTUAL INSTALLATION DATE.

**CUSTOMER AGREES:**

SHIP IS NOT RESPONSIBLE FOR ANY EXISTING CODE VIOLATIONS OR PRE-EXISTING CONDITIONS OF ANY DUCTWORK, PIPING, ELECTRICAL SUPPLIES OR EQUIPMENT NOT BEING REPLACED AT THIS TIME, IF ADDITIONAL WORK IS REQUIRED, IT WILL BE THE CUSTOMER'S RESPONSIBILITY. ANY ADDITIONAL CHARGES WILL BE QUOTED AND APPROVED PRIOR TO THE START OF ADDITIONAL WORK.

SHIP RESERVES THE RIGHT TO SUBSTITUTE A PRODUCT OF EQUAL OR GREATER EFFICIENCY AND/OR VALUE FOR YOUR ORIGINALLY PURCHASED PRODUCT AT NO ADDITIONAL CHARGE TO YOU.

CONTRACT PRICE \$ 2483 .00  
STATE SALES TAX (IF APPLICABLE) \$ \_\_\_\_\_ .00  
DOWN PAYMENT \$ \_\_\_\_\_ .00  
BALANCE DUE \$ 2483 .00  
TO BE FINANCED

**THIS CONTRACT PRICE INCLUDES:** PRICE:  
5 YR MASTER PROTECTION AGREEMENT  \_\_\_\_\_  
\_\_\_\_ YR REPAIR PROTECTION AGREEMENT  \_\_\_\_\_

**I ACKNOWLEDGE RECEIPT OF THE PROTECTION AGREEMENT TERMS AND CONDITIONS**  
INITIALS \_\_\_\_\_

(ADDITIONAL PROVISIONS OF THIS PROPOSAL ARE STATED ON THE REVERSE SIDE)  
SUBMITTED BY JIM KRYSIAK NO. 18932  
(SALES REPRESENTATIVE)

**"SATISFACTION GUARANTEED"**

**DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.**

[Signature]  
(CUSTOMER'S SIGNATURE)

(CUSTOMER'S SIGNATURE)

7/30/08  
(DATE OF THIS TRANSACTION)

I acknowledge receipt of merchandise and/or services in the total amount shown hereon and agree that this credit purchase is subject to the agreement with the credit card issuer identified hereon.

Licenses held by or on behalf of Sears Home Improvement Products: AL (HVAC 5097); AZ (C-39R HVAC ROC206649); AR (HVACR Class B 1004181); FL (HVAC CMC1249510); NM (MM 98-HVAC 58598, MM 98-HVAC [Manuf Home div] C58598); NC (H-2 H-3-I HVAC 15343, H-3-II HVAC 26961); NV (C-21 60608, C-1 60610); OH (HVAC 44752); OK (Mech Cont 106841); OR (Glass Roofing Siding Plbg & HVAC 113202); SC (HVAC-Residential RBH-919); TN (HVAC 54995); UT (S-350 HVAC 318604-5501); VA (HVAC 2705084717, Master HVAC 2710046587); WV (HVAC WV25882). Some services and installation performed by SHIP associates. Other services and installation performed by SHIP-Authorized licensed contractors; additional SHIP license information available upon request.

**NOTICE TO BUYER: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY (FIFTH BUSINESS DAY IN ALASKA, FIFTEENTH BUSINESS DAY IN NORTH DAKOTA IF YOU ARE AGE 65 OR OLDER AFTER THE DATE OF THIS TRANSACTION. SEE THAT ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**



