

05-2-164

STATE OF WISCONSIN : CITY OF MILWAUKEE : MILWAUKEE COUNTY

NOTICE OF CLAIM

TO:

City of Milwaukee  
City Clerk  
Attn: Claims  
200 East Wells Street, Room 205  
Milwaukee, WI 53202-3657

*Additional  
document for  
claims previously  
submitted -*

CITY OF MILWAUKEE  
05 NOV 23 PM 12:39  
RONALD D. LEONHARDT  
CITY CLERK

Marty Collins  
Commissioner  
Department of Neighborhood Services  
City of Milwaukee  
841 N. Broadway, Room 104  
Milwaukee, WI 53202

Tom Mishefske  
Program Manager  
Maria Pellerin  
Inspector  
Neighborhood Improvement Project (NIP)  
Department of Neighborhood Services (DNS)  
City of Milwaukee  
4001 S. 6<sup>th</sup> Street  
Milwaukee, WI 53221

CITY ATTORNEY  
NOV 23 11:39:15

FROM:

Brenda Brown  
3750 N. 42<sup>nd</sup> Street  
Milwaukee, WI 53216  
Telephone: (414) 449-9670

Pursuant to Section 893.80, WI Stats., I provide this Notice of Claim to the City of Milwaukee for ongoing damages to my home related to its supervision and inspection of a Neighborhood Improvement Project (NIP) on my home at 3750 N. 42<sup>nd</sup> Street, conducted by YMCA contractor Generon Construction, LLC.

CIRCUMSTANCES OF THE CLAIM

On July 26, 2004, I was approved for a City of Milwaukee HOME Program fund in the amount of \$27,411.00. Beginning in July 2004 through January 2005, the Department of

Neighborhood Services (DNS) by Tom Mishefske and Maria Pellerin signed off on maintenance, electrical, plumbing, construction and revised construction scopes for work to be completed on my home under a NIP. On July 27, 2005, Tom Mishefske, NIP Program Manager informed me in a letter that as of July 25, 2005, YMCA contractor Generon had repaired my roof/eave for the last time, but that NIP would warrant the work for a period of one year after the completion date of July 26, 2005. The work on my home was either not finished or not completed in a competent manner and the City and its agents did not properly supervise/inspect this work.

RELIEF SOUGHT

Reimbursement for damages caused by the improper/negligent supervision and inspection of work done on my property, including, but not limited to the following:

Cost of estimate to repair work by Generon (awaiting estimate from 27411);

Cost to hire another contractor, including labor and materials, to finish work not completed or completed in a negligent manner by Generon (including, but not limited to roof-related damages, removal of paint on living room floor, damage to bathroom vanity and door, damage to kitchen counter tiles) – approximately \$ 27411

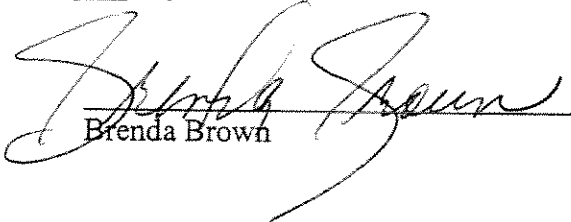
Costs to replace food stolen from my refrigerator by contractor's employees totaling approximately \$ 15.

Cost to purchase new locks and keys for my home due to Generon's providing copies of my keys to all workers : \$ 150.00

Other reimbursement, payment or recovery that may arise in the future and be deemed fair and appropriate.

Dated at Milwaukee, Wisconsin this 23 day of November 2005.

Signed:

  
Brenda Brown