

September 23rd, 2019

Dear City of Milwaukee,

This letter is in response to the denial of a claim we made for damage to our property at 3201 N. Buffum. In the denial letter it is stated that on February 26, 2019 there was in fact a curb stop leading to our property that was turned on. Throughout this process we the property owners have maintained the position that the water was to be turned off as requested and confirmed by Milwaukee Waterworks in November 2018. The Waterworks department's records indicate the curb stop in the off position in November 2018.

This letter is a request to appeal the denial of our claim for damages in the amount of \$2,2270.00

Regards,

Luis Delgadillo
(414)233-8745



RECEIVED
OFFICE OF CITY ATTORNEY

SEP 24 2019

3:48 A.M./P.M.

OFFICE OF THE CLERK
CITY OF MILWAUKEE
2019 SEP 23 AM 8:29
CITY CLERK'S OFFICE

This is a letter of a claim for damage to our property at 3201 N. Buffum. On February 25th, 2019 I inspected our property (Fernando, Linda, and Luis Delgadillo), as we do at least twice daily, and saw water flowing from the bottom of the building's basement windows out to the side walk. Upon entering the building I discovered the entire basement was flooded to the top of the basement stairs. I immediately called the Milwaukee Water Works Department to inform them of the running water into our basement. A pair of water works employees showed up to verify where the water was coming from and at that time it was determined the water feed into the building was shut off. I previously had the water shut off at the street on November 13th 2018 and this can be verified with the Water Works Department. I was told by the initial crew there had to be an investigation into where the water was coming from. I was in contact for the next 2 days with Mike Senberger – Water Field Supervisor for Milwaukee Water works (414)708-7702. The Water Works Department subcontracted Heiden Plumbing February 26th to help determine where the water was coming from. According to Mike, the Water Field Supervisor, it was determined the running water was from a burst water meter inside the basement. The water line was in fact live/on. As noted, the water had been requested to be off in November 13th 2018. The water to 3201 N. Buffum was then shut off and the water stopped flowing out of the basement windows. The bottom line is the water was on when it was supposed to be off and luckily I check our property for safety daily.

The day of the flooded basement I called We Energies to shut off electricity at the pole and shut off the gas to avoid a catastrophe. On February 27th I rented a trash pump to pump out the filled basement's water after the Water Works department refused to assist with the water removal. Heiden's rates for removing the wasted water was upwards of \$500 but we saved ourselves with a Home Depot \$100 tool rental. We are only seeking damage costs for replacement of the electric panels that were submerged under water during this event as a result of Milwaukee Water Works' negligence. Included in this packet are two estimates by licensed electricians to replace the oxidized electric busses and panels. The proposed costs for the electrical panel replacement are for \$2,270 from JRB Electric, INC. and \$4,474 from Walkowiak Electric, INC.

I have included a We Energies Field Report dated 2/21/19 to prove the basement was not flooded on this date prior to 2/25/19. I was with We Energies technician to replace the gas meters from the basement to outside. Also included is a copy of our electrical inspection from 11/1/18 with a PASS for the electrical panels to be energized and all parts were in working condition. The pictures included in this file are of the busted water meter bottom, the flooded basement, the trash pump pumping the basement full of water out, the damaged electric panels and the basement window line where the water filled up to. I do have some video from 2/25/19 and 2/26/19 of the filled basement if this evidence is needed as well.

I reached out to Andy Wyderka of Heiden Plumbing for their field report but this information was not made available to me.

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OFFICE OF CITY ATTORNEY

Feel free to contact me with any questions regarding this claim

APR 9 - 2019

Regards,

Luis Delgadillo
(414)233-8745
Luisdelgadillo13@yahoo.com
2607 W. Wells Milwaukee WI 53233

3:15 A.M./P.M.
Luis Delgadillo

CITY OF MILWAUKEE
2019 APR 8 AM 11:30
CITY CLERK'S OFFICE

WALKOWIAK ELECTRIC, INC.

2934 S 9TH ST.
WI 53215

Estimate

Date	Estimate #
3/13/2019	19-198

Name / Address
LUIS DELGADILLO 2607 W WELLS ST MILWAUKEE, WI 53233 414-233-8745 LUISDELGADILLO13@YAHOO.COM

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APR 9 - 2019

3:15 A.M./P.M.

Item	Description	Customer/Job...	Qty	Rate	Total
ELECTRICAL	UPGRADE 5-100AMP PANEL			4,000.00	4,000.00T
ELECTRICAL	PERMIT			250.00	250.00
DRYWALL	*DRYWALL DAMAGE TO BE REPAIRED BY OTHER*				
DOWNPAYM...	Walkowiak Electric Inc. requires a deposit of 50% of total accepted estimate due on or before commencement of work. Any alteration or deviation from the accepted estimate involving additional costs will be due upon acceptance of those extras. The remaining amount is due in full on the final day of service and is not subject to final inspection schedule. While Walkowiak Electric Inc. accepts cash, check or credit card all customers are required to have a credit card on file. The customer acknowledges that any amounts not paid in full on final day of service will be charged to credit card on file				
PAYMENTTE...	<input type="checkbox"/> 70% AT ROUGH, BALANCE AT FINISH <input type="checkbox"/> TO BE PAID IN FULL THE SAME DAY OF SERVICE <input type="checkbox"/> 100% AT FINISH <input checked="" type="checkbox"/> 50% DOWN PAYMENT, 50% BALANCE AT FINISH				
			Total		

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3:15 A.M./P.M.

Item	Description	Customer/Job...	Qty	Rate	Total
INSTALLATI...	-Installation of out of the ordinary products and lighting fixtures will be an additional cost \$90.00/hour. -Anytime a special drill bit is required for drilling tile, countertops, wall, etc... These bits shall be supplied by builder or person owning building and will be chargeable. -Any cracking or damage to tile, countertops, drywall, or other surfaces because of drilling shall be repaired by other at no cost to Walkowiak Electric, Inc. ALL DRYWALL DAMAGE TO BE REPAIRED BY OTHER. -If Walkowiak Electric, Inc. is not supplying material or fixtures, we will not be responsible for any type of warranty for any problems that might arise. -Any return trip or any repair caused by missing parts, fixtures not on job site when needed, defective fixtures, or for any reason we would have to perform extra work or extra trips to the job site shall be charged at a labor rate of \$90.00/hour and a \$50.00 trip charge with a 1 hour minimum. -Unless otherwise noted permits fees will be an additional charge. -Unless otherwise noted Time and Material jobs will have a minimum of 1 HR of labor.				
			Total		

WALKOWIAK ELECTRIC, INC.

2934 S 9TH ST.
WI 53215

Estimate

Date	Estimate #
3/13/2019	19-198

Name / Address
LUIS DELGADILLO 2607 W WELLS ST MILWAUKEE, WI 53233 414-233-8745 LUISDELGADILLO13@YAHOO.COM

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3:15 A.M./P.M.

Item	Description	Customer/Job...	Qty	Rate	Total
AGREEMENT	-All agreements made subject to unforeseen weather acts or other causes beyond our control. -Clerical errors subject to correction. -Owner or general contractor is to inspect material for damage and defects and claims for such damage and defects is to be made within 5 days after installation. - Walkowiak is not responsible for material after it is delivered on the job site. -All work is guaranteed for 1 year. All work to be completed in a workmanlike manner according to standard practices. -Any alteration or deviation from above specifications involving extra costs will be executed upon written orders or verbal agreements and will become an extra charge over and above the estimate. -The above estimate is valid only if signed and accepted within thirty days of the above date. WISC SALES TAX			5.60%	224.00
				Total	\$4,474.00

PROPOSAL

JRB ELECTRIC, INC.
N171 W21045 INDUSTRIAL DRIVE
JACKSON, WI 53037
(262) 677-4961
FAX (262) 677-4965

Job Name: **Delgadillo**

Date: **3-11-19**

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APR 9 - 2019

3:15 A.M./P.M.

Proposal Submitted To

Work To Be Performed At

Name **Luis Delgadillo**

Street

City **Milw.**

State **WI**

Telephone Number **414-233-8745**

Owner

Street **3201 N. Buffum**

City **Milw.** State: **WI**

Date of Plans

Architect

We hereby propose to furnish the material and perform the labor necessary for the completion of:

RE: **Water damage to electrical service:**

1. **Change 5 100 amp panels**
2. **Change circuit breakers**

Permit and One year Warranty on workmanship and materials.

All of the above work will be completed for the sum of: **TWO THOUSAND TWO HUNDRED SEVENTY DOLLARS.**

(\$2,270.00)

Plus Wisconsin Sales Tax if Applicable

PAYABLE AS FOLLOWS:

 BALANCE UPON COMPLETION
(initial above lines)

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON THE OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work to be taken out by JRB Electric, Inc.

Respectfully Submitted **JASON BERG**

Note-This proposal may be withdrawn by us if not accepted within 14 days.

ACCEPTANCE OF PROPOSAL

The prices, specifications, terms and conditions, including the reverse side, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date _____

Signature: _____

Signature: _____

Please sign and return copy

TERMS AND CONDITIONS OF SALE PROPOSAL

In addition to the terms and conditions on the face of this document, it is agreed:

- 1. WARRANTY.** Purchase agrees that this proposal is subject to JRB Electric, Inc.'s standard one (1) year warranty. Pursuant to warranty, in no event shall JRB Electric be liable for consequential or special damages, and purchaser's sole remedy shall be repair or replacement of JRB Electric products. JRB Electric makes no other warranties, express or implied, and expressly excludes any implied warranty of merchantability or fitness for a particular purpose.
- 2. PAYMENT.** All invoices are due within thirty (30) days of the date of invoice, Invoices NOT paid when due shall accrue interest at the rate of 18% per annum as set forth below and purchaser agrees to pay all costs of collection, including reasonable attorney fees.
- 3. AMENDMENTS.** No additional or different specifications will be binding upon JRB Electric unless specifically agreed to in writing. Failure of JRB Electric to object to provisions contained in any purchase order or other communication from a Purchaser shall not be construed as acceptance of those provisions.
- 4. CLAIMS.** Purchaser further agrees that any controversy or claim between Purchaser and JRB Electric shall be decided in Washington County Circuit Court, West Bend, Wisconsin.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify us in case of errors or questions about your bill. If you think your bill is wrong, or you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write us as soon as possible. We must hear from you no later than (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give the following information:

- Your name and address
- The address where JRB Electric installed goods or performed services
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities after We Receive Your Written Notice.

We must acknowledge your letter within (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up a missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill is correct.

Annual % Rate for Purchases	Annual Fees	Grace Period for Repayment of Balance for Purchases	Method of Computing the Balance for Purchases
18%	None	None	See Balance Explanation Below

(The information about the costs of credit is accurate as of July/2005. This information may have changed after that date. To find out what may have changed, write to us at N171 W21045 Industrial Drive, Jackson, WI 53037.)

BALANCE EXPLANATION. The finance charge on my account is figured by adding the balance due at the end of each day during the billing cycle, dividing that total by the number of days in the billing cycle to obtain an average daily balance. The finance charge is figured by applying the daily periodic rate of .049315% (18% Annual Percentage Rate) to the "average daily balance," and then multiplying that figure by the number of days in the billing cycle to obtain the total finance charge.

Finance charges begin on the date of posting the purchase to your account; however if the previous balance shown on your monthly statement is zero, or was paid in full by the payment due date, and you pay the new balance for correct purchase (less finance charges) by the current payment due date, you then will not have to pay those finance charges, or if a previous balance is shown, and was not paid in full, and you now pay the new balance by the payment due date, you will avoid additional finance charges on the new balance.

Notice to Married Applicants. No provision of any marital property agreement, unilateral statement under 766.69 Wis. Stats. Or court decree under 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted or an open end credit plan is entered into, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

Status History



Showing 1-4 of 4

Status	Status Date/Time	Inspector	Update Time	Updated By	Result Comments
Pass	11/1/2018 1:34 PM	Matthew Wojcik	11/1/2018 1:30 PM	Matthew Wojcik	Date: 11/1/2018 Service ok to certify New riser and 5 bank meter socket Updated grounding Feeder and panels existing Inspector Phone: 414-286-2528 collapse
Pass	11/1/2018 1:34 PM	Matthew Wojcik	11/1/2018 1:30 PM	Matthew Wojcik	Date: 11/1/2018 Service ok to certify New riser and 5 bank meter socket Updated grounding Feeder and panels existing collapse
Scheduled	11/1/2018 12:03 PM	Matthew Wojcik	11/1/2018 9:16 AM	Matthew Wojcik	
Pending	TBD	Matthew Wojcik	11/1/2018 9:16 AM	Matthew Wojcik	

Related Inspections

Showing 0-0 of 0

ID	Inspection Name	Relationship	Status
No records found.			

- Home
- Building**
- Development
- Enforcement
- Licenses
- Public Works

Search Applications

Record ELEC-18-07402:
Electrical Permit
Record Status: Issued

Record Info ▾

Payments ▾

Processing Status

The green checkmark indicates a completed task. An hour glass indicates an active task.
 The right arrow and/or plus symbol indicate that additional information can be viewed by clicking on the symbol.

 ▾ Application Submittal

Assigned to TBD
 Marked as Accepted - Plan Review Not Req on 10/24/2018 by Accela Administrator

Assigned to TBD
 Marked as Accepted - Plan Review Not Req on 10/24/2018 by Accela Administrator

 ▾ Permit Issuance

Assigned to TBD
 Marked as Issued on 10/24/2018 by Accela Administrator

Assigned to TBD
 Marked as Issued on 10/24/2018 by Accela Administrator

 ▾ Inspection

Assigned to Matthew Wojcik
 Marked as TBD on TBD by TBD

- Revisions
- Closure

[Home](#) **Building** [Development](#) [Enforcement](#) [Licenses](#) [Public Works](#)

Search Applications

Record ELEC-18-07402:
Electrical Permit
Record Status: Issued

[Record Info](#) ▾

[Payments](#) ▾

Fees

Paid:

Date	Invoice Number	Amount
10/24/2018	1310136	\$24.00
10/24/2018	1310136	\$70.00
10/24/2018	1310136	\$6.00
10/24/2018	1310136	\$1.50

Total paid fees: \$101.50

Handwritten notes at top left.

Operations - field initiated work

Complete the following information in ink.



General information

Date: 2-14-19 2-21-19

Performed by: GERARDO P

Employee ID: X47073

Phone number: 414 788 6555

Service record card ID: _____

Address: 3201 N. Lincoln

Town/Village: Milwaukee

Service area (service center): _____

Service type: Residential Commercial/Industrial

Spoke with owner about work: Yes No

Owner's name: Louise De la Cadillo

Phone number: 414 233 8745

Photos taken and sent to office: Yes No

Photos are required on code violations. Take a minimum of three photos - one on, one at mid-service and one near meter assembly.

Work related to survey maintenance? _____

Notes: _____ (note survey) No

Is tie installed on meter set: Yes No

Construction remarks: main gas meter outside

new gas service from main to P.U.

1/4 Riser w/ Bypass

21" N of SE corner

Customer signature: [Signature]

Meter information

Meter location: Use existing location Meter will be moved

Riser location: Soft surface Hard surface

Inside piping required: Yes: _____ feet of _____ inch pipe No

Meter change required: Yes No WIR 31329

Meter number: W1224577 W6123021 W6948446

Existing meter size: 3-7.5 Existing meter pressure: _____

Existing meter location: Inside Outside

Service line information

Service age: _____ Service size: 1.5 31339

Service material: 27" 1/4" 196

Main pressure: 5.1967515 RLC 15.1

Basement sewer depth: 86
(measure from top of foundation wall)

Job type

Replace less than 50% of service (GSVCHANGE)

Replace more than 50% of service (GSVRPLOTHER)

Other: PIC (list job type)

Main location

Long side, hard surface Long side, soft surface

Short side, hard surface Short side, soft surface

Unknown; did not locate main

If long side, enter address of long side customer affected by construction: _____

Locates required: Yes No

Directional boring: Yes No

Welding required: Yes No

Hydro vac required: Yes No

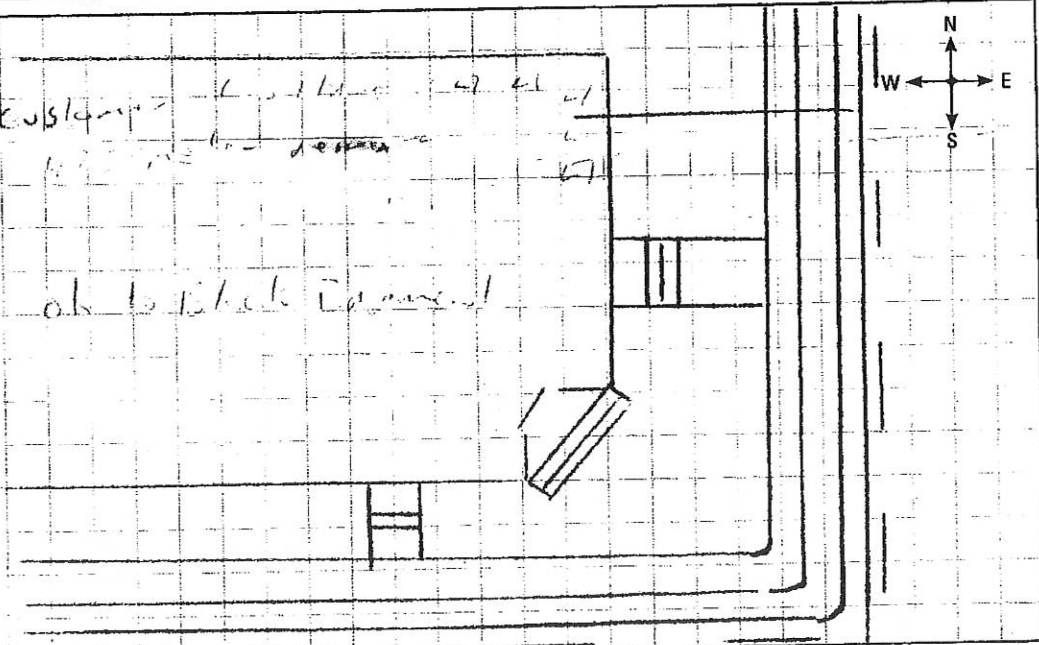
Code violation: Yes No (Photos required)

Required sketch

- Necessary dimensions
- Privately owned facilities
- Measured inside sewer depth (helps construction determine where lateral exits structure)

water 8" S of N
own 13" S of N

1420-4-250



Reviewed by: _____ (initials)



























