

CITY OF MILWAUKEE  
2022 FEB 16 PM 3:02  
CITY CLERK'S OFFICE

OFFICE OF CITY ATTORNEY  
18 FEB 22 AM 9:57  
1520 W. WISCONSIN ST.

Robert L. Sims  
3726 N. 19<sup>th</sup> St  
Milwaukee, WI 53206  
414-507-1578 cell\*  
414-445-3086 home  
2-14-2022

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

Dear Sir,

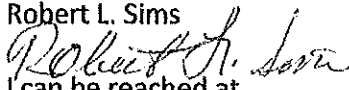
My name is Robert L. Sims my family and I live at 3726 N. 19<sup>th</sup> St Milwaukee, WI 53206. On February 6<sup>th</sup>, 2022, I noticed there was sewage backing up in the basement coming from the floor drain. My son Reggie who lives in York South Carolina reached out to ABC Plumbing to unstop the problem, but was not able to solve the sewage problem. I called the Milwaukee water work department and reported the problem and was transferred to the city sewage department. A crew from the sewage department came out and found no obstructions with the city outside sewers.

On February 7<sup>th</sup>, 2022, I called MGA Sewer Water Gas Company to 3726 N. 19<sup>th</sup> St and they could not get the sewage to flow out, though they used snaking and Hydro-jet equipment. Again the city sewer department was called out, and despite the earlier city sewer crew negative report, the second crew found the problem was in the underground sewer pipes. The sewer crew flushed, cleaned out or repaired the stoppage that was blocking the sewage to flow out from my home.

Enclosed are receipts of damages total \$940.00.

Sincerely,

Robert L. Sims



I can be reached at

414-507-1578 cell\*

414-445-3086 home

sims7@sbcglobal.net

ABC SEWER & DRAIN CLEANING  
PO Box 07461  
Milwaukee, WI 53207  
(414) 744-6060  
TAMMY@ABCSEWER.COM



# INVOICE

INVOICE # 296965  
DATE 02/06/2022  
DUE DATE 03/08/2022

*Reggie Sims*  
BILL TO  
c/o REGGIE SIMS  
3726 N 19TH ST  
MILWAUKEE WI 53206

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SALES REP  
BML

SERVICE ADDRESS  
3726 N 19

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
SERVICE CHARG	CAN NOT OPEN RAIN COND. NEED TO GET TO STACK BEHIND WALL	1	90.00	90.00

BALANCE DUE

**\$90.00**

\*\*I understand that ABC Sewer & Drain Cleaning is not responsible for any damage done by conventional repair efforts to plumbing fixtures or piping that is aged or deteriorated.\*\*

MGA  
 Water . Gas  
 3052 N 34th St  
 Milwaukee, WI 53210  
 (414) 233-2981

Sewer .



Invoice #: 11284  
 Acc / Cust #: 1444  
 Technician: Mariell B  
 Date: 02/08/2022

*07*  
*[Signature]*

**Billing Address:**  
 Robert Sims  
 3726 North 19th Street  
 Milwaukee WI 53206  
 (414)507-1578

**Service Address:**  
 Robert Sims  
 3726 North 19th Street  
 Milwaukee WI 53206  
 (414)507-1578

TASK	WORK DESCRIPTION	WARRANTY	RATE	QTY	TOTAL
0000	Hydro jet building sewer from 4 inch stack in rear of building to lateral in the front. Clog is in city main line sewer.	0	850.00	1.00	850.00

Service Agreement:	N/A	
Customer POWO:		Customer Auth #:
Recommendations:	After several attempts to clear clog plumber went outside to lift manhole and discover back up in city sewer line. After city cleared clogged customers drain was in working condition.	

Terms & Conditions / Approval / Start Override: mb	Method of Payment		Change Order:
	- Billing		
Completion Override:	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant  <input checked="" type="checkbox"/> Other _____		Sub Total: \$ 850.00
			Tax: (0 %) \$ 0.00
Waiver Of Right Override:	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant  <input checked="" type="checkbox"/> Other _____		Estimate: \$ 0.00
			Grand Total: \$ 850.00
			Amount Paid / Adjustment: \$ 0.00
			Balance Due: <del>\$ 850.00</del>
When mailing a check, please include invoice number 11284 on your check.			Thank You!

**MGA**

**Sewer . Water . Gas**

3052 N 34th St  
Milwaukee, WI 53210  
(414) 233-2981  
www.mgaoutreach.com



## Authorization to Start Work

**Home Improvement Contract** I have reviewed the estimated cost of the proposed work to be completed on my property. I agree to pay for all work completed on my property by **MGA Sewer . Water . Gas** at my request. I am aware of the terms and conditions of this agreement and expressly agree to all the terms contained therein. I understand the above is an estimate and not a guaranteed figure for the completion of work on my home. I understand that **MGA Sewer . Water . Gas** will only perform the work outlined above unless it obtains a further agreement from me.

## Terms & Conditions:

- 1. MGA Sewer . Water . Gas** does hereby warranty the services provided by it for the period stated on the Contract. This warranty covers service and labor only. Any and all parts installed as part of the work by **MGA Sewer . Water . Gas** is covered by the manufacturer's warranty only. Customer shall have no recourse against **MGA Sewer . Water . Gas** for the defects in parts utilized. This warranty is limited to defects in workmanship not caused by intervening acts such as mistreatment or neglect by customer. If a defect in workmanship is detected, customer shall promptly notify **MGA Sewer . Water . Gas** of the defect and shall allow **MGA Sewer . Water . Gas** the opportunity to complete repairs of the defective workmanship. This remedy is exclusive. If customer fails to notify **MGA Sewer . Water . Gas** of the alleged defect in workmanship and not allow **MGA Sewer . Water . Gas** the opportunity to repair the defect, customer shall have no remedy at law.
- 2. Limitations of Liability.** Customer understands and agrees that **MGA Sewer . Water . Gas** shall not be liable for any damage caused as a result of existing improper, worn, rusted or defective plumbing, pipe fixtures, walls, flooring, and/or roofing. Customer further understands and agrees that **MGA Sewer . Water . Gas** shall not be liable for any incidental or consequential damages which result from materials supplied of services rendered.
- 3. Resolution of Disputes.** A. Customer agrees that all disputes under this agreement shall be litigated in courts chosen by **MGA Sewer . Water . Gas**. B. Customer further agrees that the Law of the State shall apply to all disputes between the parties hereto.
- 4. Attorney's Fees.** It is hereby agreed between the parties hereto that the prevailing party in any action instituted, relating, or referring to this agreement, shall have additional rights to recover his/her attorney's fees and costs in addition to the cost of the action itself.
- 5. Entire Contract.** This agreement replaces and supersedes any and all previous agreements, written or oral, with respect to the work to be performed by **MGA Sewer . Water . Gas**. Should any one or more of the contract provisions be determined illegals and/or unenforceable, all remaining provisions shall nevertheless remain effective.
- 6. Amendments.** Amendments to this agreement may only be made in writing and signed by Change Order.
- 7. Warranty of Ownership.** Customer does hereby represent that he or she is the owner or the authorized agent of the owner of the real property which **MGA Sewer . Water . Gas** will commence work.
- 8. Force Majeure.** **MGA Sewer . Water . Gas** shall not be liable under the provisions of this agreement for damages on account of strikes, lockouts, accidents, fires, delays in manufacturing, delays of carriers, acts of God, governmental actions, state of war, or any other cause beyond the control of the manufacturer whether or not similar to those enumerated.
- 9. Mold Release.** **MGA Sewer . Water . Gas** makes no representation or warranty, express, implied, or