

February 27, 2006

To the Honorable Common Council
Of the City of Milwaukee
Room 205 – City Hall

Re: Communication from Brenda Brown
C.I. File No. 05-L-164

Dear Council Members:

We return the enclosed document which has been filed with the City Clerk and ask that it be introduced and referred to the Committee on Judiciary & Legislation with the following recommendation.

Claimant, Brenda Brown, 3750 North 42nd Street, Milwaukee, WI 53216 alleges that the City was negligent in supervising and inspecting a Neighborhood Improvement Project (NIP) done by Generon Construction, LLC, a YMCA Contractor, on her home. She claims damages in the amount of \$27,256.00.

Our investigation reveals that the Department of Neighborhood services (DNS) records indicate that on February 11, 2004 the claimant applied to the YMCA's NIP for assistance in correcting code violations at her property. On June 18, 2004 the DNS received a completed application along with the proper supporting documentation. Her property was referred for inspection. On July 7, 2004 the exterior was inspected and on July 11, 2004 the interior was inspected. During the inspections possible construction, electrical and plumbing violations were identified. Referrals for mechanical items were made to the NIP Program Manager. He also inspected the property on July 11, 2004.

On July 13, 2004, the DNS produced a scope of work and cost estimate of \$27,411.00 for the required repairs. The claimant was sent a letter, dated July 26, 2004, from the Community Block Grant Administration (CBGA) indicating that \$27,411.00 had been allocated to make the repairs. The YMCA-CDC Housing Initiative (NIP provider) also received a copy and this is the agency's authorization to begin work. The DNS mailed the claimant a copy of the complete scope on August 5, 2004.

The NIP agency, the YMCA, then bids out and contracts the work on the DNS scope. Once the work begins the agency and their contractors are responsible for contacting the DNS inspector to schedule in progress inspections, if necessary, and final inspections of the completed work. The DNS did inspect on November 24, 2004 noting that "work was in progress". At inspections on December 8, 2004 and January 11, 2005 it was noted that some items, including much of the exterior work, had been completed.

During this same time it was discovered that the YMCA had failed to obtain the claimant's signature on the security documents prior to starting the work. The YMCA informed the CBGA and they decided that they would not allow any additional work to be completed until the documents were signed. The YMCA contacted the claimant. She refused to sign because she had numerous complaints about the contractor, their work and the scope of the work. The DNS was not initially made aware of her complaints. She did not contact them about any problems. They first learned about them when Contact 6 called the DNS in January 2005.

In an attempt to resolve these issues, the DNS inspector met with the claimant at her property on January 25, 2005. Several complaints related solely to the contractor's employees' behavior. The contractor is under contract with the YMCA and the claimant was told that these complaints should be brought to the attention of the YMCA.

Regarding the other complaints, one related to not having received a complete copy of the DNS scope of work. The DNS did send the claimant a complete copy on August 5, 2004.

The claimant also complained that she did not need repairs to bathroom plumbing. The original plumbing scope of work included repairs to a dripping sink faucet, leaking drain piping and the bathtub faucet. After the work was completed by the plumber the claimant stated that she had already made the repairs. She then refused to pay the plumbers for their work but could not produce any documentation showing that the work was done prior to the plumbers' arrival.

The claimant also complained that water was leaking from the main shut-off valve in the basement. The DNS inspector noted this was a new development and it would be addressed through an addendum to the DNS scope.

A complaint was made about repairing the chimney rather than rebuilding it. This was part of a revised scope to the project to control costs.

The claimant complained about squirrels on her roof and in the attic. The initial scope of work included repairs to areas of the roof and to damaged eaves. In July 2004 the claimant was told that these repairs would not last unless the bushes and tree limbs that hung over the roof, and provided accesses for the squirrels were trimmed.

Ms. Brown also complained that some windows were missing from the house and that the contractor had taken them to an off-site facility to remove lead paint. The inspector contacted Generon Construction and their response was that they had been told by the YMCA that no further work was to be done until the claimant signed the loan documents.

Ms. Brown also complained that the electrical contractor had replaced the wrong porch light fixture. The claimant was told that the contractor had misread the work order and had replaced the wrong fixture but would still be required to replace the other fixture.

The remaining complaints concerned exterior painting and interior plaster/drywall repair which was work that still needed to be done. The inspector wrote a "punch list" of remaining work items.

The claimant was given a copy of the loan documents and was told that she must sign them in order to get the project going again. She refused to sign.

On March 17, 2005 a meeting was held at the YMCA, with the claimant, her friend, representatives of the YMCA, Generon Construction, CBGA, DNS and the Mayor's Office. At the end of the meeting the claimant signed the documents and it was agreed that her project could move forward.

The DNS re-inspected the project on June 17, 2005. They later returned to meet with the claimant and a representative from Generon Construction and the YMCA on July 25, 2005. The claimant still had not trimmed back the trees and bushes next to her house and the squirrels had chewed another hole in the southeast corner of the roof/eave. The contractor had just finished repairs. The roof itself was examined from the ground and appeared fine.

The claimant at first refused to answer the door. After repeated knocking on the door and window, the claimant came to the door. The claimant insisted that the roof was leaking and that her bedroom ceiling was water stained and her mattress ruined. Despite the fact that the Milwaukee area had heavy rains during the previous day, no evidence of a leak was found. The DNS inspector reminded the claimant that NIP work is warranted for one year.

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The inspection showed that the work was almost complete. Two window latches were missing. The Generon representative installed replacements. A few switch plate covers were missing. The representative offered to return to install replacements. The claimant refused and would not commit to an appointment. The inspection was terminated due to the claimant's agitated state.

The DNS inspector returned the next day for photos of the exterior and roof. The claimant eventually came to the door. She again made many complaints. The claimant verbally abused, threatened and then ordered the inspector off her property.

The DNS considers this NIP project closed as of July 26, 2005. The NIP program warrants the work for a period of one year. The claimant continues to claim that her roof is leaking. However, the DNS has investigated numerous claims and allegations from the claimant and they have all been found to have no merit. In addition, the DNS, out of concern for their staff and that of the YMCA and Generon, feels it is unsafe to return to the claimant's property.

There is no evidence that the City was negligent in this matter. As such, the City would not be liable. Therefore, we recommend that this claim be denied.

Very truly yours,

GRANT F. LANGLEY
City Attorney

JAN A. SMOKOWICZ
Assistant City Attorney

JAS:beg
Enclosure
1053-2005-3345:100352