

CITY OF MILWAUKEE
RECEIVED

2011 MAR 22 PM 13

CITY ATTORNEY

Dear Sirs:

CITY OF MILWAUKEE

2011 APR 29 AM 11:42

I am appealing ^{RENALE & LEONARD} ~~your~~ decision to deny my claim of \$125.00 relating to personal property damage that occurred in Feb. 2011.

The city may have finished their work of fixing the water main break that had been done in a timely manner but that happened after the damage was already done in our home.

On that day a city worker came to our door to inform us they were going to shut off the water due to the water main break.

Had it not been for them ringing the bell and thumping the side door we wouldnt have noticed. The washing machines dryer, freezer, a sofa, floating quilt, rug, carpet, furniture, etc. to mention toys, clothing, books, snacks, canned foods and etc. You received a list of things

already many things not even mentioned on the list. My neighbor and husband told me to break up with them in front of our house &

(2)

They looked at each other & said
okay. Not bothering to come and
look. My neighbor drove to the
end of the block where 3 other
men were standing and told them
the same and said "I'll be there
in 10 min". They looked at each other
& one man said "Well that's not
good"! with a smile on his face.
I do not know how you can
deny a claim as you were sent
the video of pipes. (By the way water
level already decreased). We also
had to eat for 3 days well
last night & the 3rd morning
meal due to mud or dirt in
our water. Not to mention
laundry taken to laundry mat
We, neighbor & I have 8
children & adults laundry had
to be done out and that was
costly as well. We are not a
rich people and need to buy
things to replace lost items
due to the water main break.
I again have given you a

(3)

if I estimate I should have given
rather than this further
then I am sure I am sure
I should have given
food and other inconveniences
incurred. I am in desperate
need of money because on the
1st of January I am talking
of this year's expenses. I
like to see as many as possible
of my things, food, etc.

Thank you for the help of my friends
and family helping put some
food for us but they are taking
up as well as I would like
like this matter resolved as
soon as possible, or do I need
to write my mother and
contact to P. P. Please I am
a hard working with my
family of one of my children
is handicapped as well.

Sincerely
M. Bibi

To: City of Milwaukee,

2/21/11

On Monday Feb. 14, 2011 a main

CITY OF MILWAUKEE

RECEIVED

2011 MAR -1 PM 2:56

(4603 S. 1st)

OFFICE OF
CITY ATTORNEY

water pipe outside of my house broke. A city worker knocked on my door at 1:55 and told me they would be turning the water off due to a main pipe leak in front of my house. So I was leaving out the back door and saw a flood all the way up to the 5 or 6th stair in my basement, I walked down and looked at the other side of the basement and the water level was much higher my washing machine was floating so high. All of my things were down stairs.

- I had a
 - area rug - estimate value 299.00
 - couch } 1,099.99
 - loveseat }
 - 2 washers }
 - 2 dryers } valued from estimates 2,172.67 or 1,799.98
 - deep freezer - value \$100
 - new luggage set - \$50.00
 - (\$551.00) bike (which was broke due to flood)
 - dish receiver
 - (I have receipts) new clothes (in a bin) valued at \$300.00
 - many toys (valued around \$200.00)

CITY OF MILWAUKEE
 MAR -1 AM 10:34
 D. LEONHARDT
 CLERK

I took many photos and a video recording. There was so much damage and a great loss of all ~~my~~ my belongings. I had used an area in the basement for a play area for my children with all their toys. Every thing is gone and ruined. I also had beautiful patio chairs 6 of them each 25.00 so \$150.00 for those. So many other things it ~~is~~ really upsets me to think about. I know the city is responsible for the flood damages. It was the citys pipe that exploded not rain or melting ~~on~~ snow which caused damages. I feel I should be reimbursed for all my losses. I am not a rich person who can afford to buy all new thing especially since its not my fault. I have a total loss of \$ 4,125.00

I have itemized estimates from different places. And there were much other

things I can not even replace.
You can reach me at (414) 489-9170.

414-489-9170
414-779-0065

Sincerely
Nidal Bibi

Nidal Bibi

4602 S. 1st St Milwaukee WI 53207

(also I had no hot water and heat for 3 days which meant I had to run my oven all day which would make my bill higher and buy fast food because we had mud coming out of the sink for 2 days. It was very hard that week and extremely stressful. I need to be reimbursed for my losses and such headache that week. Thank-you.



RES Reprint (MNG)

Page

Printed: 02/16/2011 02:38 pm

SALES QUOTE

Sale Num: 0000-158-5322 St: 16
Orig Date: 02/16/2011 02:36 pm

Bill to: NIDAL BIBI
4602 S 1ST ST
MILWAUKEE WI 53207

Ship to: Same

Cust Code: (BIBI460) Tax Nr:
Home Ph#: 414-489-9170 Bus Nr:

Pickup/Delivery Date: CALL AmTV
Sisp: MNG - MARCUS G

Table with columns: Qty, Sku#, Vend Model, Description, Finish, St, Loc, PDL, Price, Extended, Tax. Contains 11 line items for washers, dryers, and delivery charges.

SubTotal: 2172.67 121.69

Please read the following important information
Prices quoted on this order are valid for 14 days. This sale will be voided after that time unless at least a 10% down payment is received.
1: Product that the customer requests be held for pickup may not be available beyond 4 days.
2: Please check your receipt. If you were charged a price higher than the price shown on our price tag at the time of your purchase, we will pay you the difference, plus \$3.
3: THIS IS NOT A SALE
4: Delivery type is Layaway
Call Center Hours: Monday thru Friday 7am - 9pm, Saturday 7am - 5pm
All sales must be paid in full at the time of scheduling delivery.

Directions: price quote
Comments : Grp 1 - Layaway delivery with tentative date - 17-FEB-11 by MNG
Comments : price quote
Comments : New CP date of 16-FEB-11 for group 1

Payment Information

Table with columns: Amt paid MOP Card#/Check#, Auth Nr, Plan End Date, Subtotal, Tax Chg, Total Chg, Total Pd, Balance. Shows a total balance of 2294.36.

Store Location: American - Oak Creek 9191 South 13th Street, Oak Creek, WI 53154
Store 414-768-1000 Repair 262-521-1001 Delivery 262-548-8550 Mobile Install 414-768-1362
(prt# oakappl-cc cdr#)

See back of receipt for American's Satisfaction Policy and 110% Price Guarantee



007 FURNITURE & APPLIANCES

No. ¹¹¹¹ 19911

1301 W. Vliet St. • Milwaukee, WI 53205
 Phone: (414) 342-0007 **NO CASH REFUNDS (cash, credit, checks)**

ORDER NO. _____ PHONE (414) 489-9170 DATE 2.16.11

NAME Nidal Bibi
 ADDRESS 4602 S 1st
 CITY MILWAUKEE STATE WI ZIP 53207

QTY.	DESCRIPTION	PRICE	AMOUNT
	2 pcs living ROOM sofa - Love Seat		1099 ⁰⁰
	2 Set of washer + Dryer	899 ⁰⁰	1799 ⁰⁰
	8X11 AREA RUG		299 ⁰⁰
	TWIN SIZE Headboard		149 ⁰⁰

The original copy of the receipt need to be presented at the time of any claim or a pickup. Any damage merchandise need to be reported within 24 hours of the delivery time. Pickup customers are responsible to check their own merchandise on the time of pickup, and 007 FURNITURE store is not responsible for any damage that happens after the time of pickup. Layaway customers MUST pay their balance 30 days prior to pickup or delivery to help ensure your order is available and in stock. "special orders are not subject for cancellation or exchange"

Purchaser Signature: _____ DATE: _____

Received The above merchandise with no damage and in good conditions:

X

Sub Total	3349	95
TAX	187	60
Delivery	79	45
TOTAL	3617	00
Deposit		
Balance Due		

Thank You



AMERICAN FAMILY INSURANCE GROUP

SCANNING CENTER • 6000 AMERICAN PKWY • MADISON WI 53783-0001 • 1-800-MYAMFAM (1-800-692-6326)

February 17, 2011

83-REL002

NIDAL A BIBI
4602 S 1ST ST
MILWAUKEE WI 53207-5910

RE: Our Claim Number: 00-831-093003-0634
Our Policy Number: 48BZ8125-01
Our Insured: Nidal A Bibi
Date of Loss: February 14, 2011
Our Company Name: American Family Mutual Insurance Company

Dear Nidal A Bibi:

This letter is in regard to the damage in your basement that occurred on February 14, 2011.

Your policy provides coverage for risks of direct physical loss to your contents, subject to exclusions and specific named perils. If you will examine your policy on page 6, Exclusions - Section I, number 9, or the attached specimen/copy, you will note that the damages described are not provided for under the terms and conditions of the policy. Coverage is not provided for flooding, surface water damage, water which backs up through sewers, drains, sump pumps, sump pump wells, or any water below the surface of the ground. This includes water which seeps or leaks through any part of a building or other structure, sidewalk or driveway.

In view of the above, we unfortunately, are unable to issue payment on your claim.

Should you have any questions, please contact me.

Sincerely,

Ruth E Lang
Property Cln Field Senior Adjuster
American Family Mutual Insurance Company
1-800-MYAMFAM (1-800-692-6326) X 21760
rlan1@amfam.com
Fax: (866) 494-4925
www.amfam.com/claims

Enc: Pages 5 and 6 of the HO-4 Policy

We do cover only direct resulting loss when caused by:

- a. fire;
 - b. explosion other than the explosion of a volcano; or
 - c. if an insured peril, breakage of glass or safety glazing material which is a part of a building.
2. **Intentional Loss**, meaning any loss or damage arising out of any act committed:
- a. by or at the direction of any insured; and
 - b. with the intent to cause a loss.
3. **Neglect** of any insured to use all reasonable means to protect covered property at and after the time of loss.
4. **Nuclear Hazard**, meaning nuclear reaction, radiation, radioactive contamination or any consequence of any of these. Loss caused by nuclear hazard is not considered loss by perils of Fire, Explosion or Smoke. Direct loss by fire resulting from nuclear hazard is covered.
5. **Ordinance, Law or Regulation**, meaning enforcement of any ordinance, law or regulation which regulates the construction, repair or demolition of a building or other structure, unless specifically provided under this policy. This includes, but is not limited to the removal and disposal of damaged or undamaged property which results from such enforcement. This exclusion does not apply to owner occupied dwellings. We do cover loss caused by actions of civil authorities to prevent the spread of a fire caused by an insured peril.
6. **Pollution**, meaning any actual, alleged or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry or migration of pollutants from any source.
7. **Power Failure**, meaning the failure of power or other utility service if the failure takes place away from the insured

premises. If a Peril Insured Against ensues on the insured premises, we will pay only for loss caused by that peril.

8. **War** (declared or undeclared), civil war, insurrection, rebellion, revolution or discharge of a nuclear weapon or device, even if accidental.
9. **Water Damage**, meaning:
- a. flood, surface water, waves, tidal water or overflow of a body of water, from any cause. We do not cover spray from any of these, whether or not driven by wind;
 - b. water from any source which backs up through sewers or drains, or water which enters into and overflows or accidentally discharges from within a sump pump, sump pump well, sump pump well discharge system or other type system designed to remove subsurface water which is drained from the foundation area; or
 - c. regardless of its source, water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, sidewalk, driveway or swimming pool.

We do cover direct loss that follows, caused by Fire or Explosion.

PART B

The following exclusion applies to Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I.

1. **Fraud**. We will not provide coverage for all or any part of a loss if, before or after the loss, any insured has:
- a. Intentionally concealed or misrepresented any material fact or circumstance including but not limited to misrepresentations relating to the loss; or
 - b. Engaged in fraudulent conduct.

CONDITIONS - SECTION I

The following conditions apply to all of Section I of this policy.

1. **Abandoned Property**. You may not abandon property to us unless we specifically agree to it.
2. **Arbitration**. In making a claim under the property coverages, if you or we cannot agree as to the amount of liability, the controversy may be settled by arbitration. Either party may make this demand by written request made within 60 days after receipt of the properly completed proof of loss by us. The procedure is as follows:
 - a. The arbitration will be conducted in accordance with the rules of the American Arbitration Association, unless other means of conducting the arbitration, and its expenses, are agreed to between the parties. It is the obligation of the requesting party to contact the American Arbitration Association, or other forum agreed on to initiate the arbitration proceedings.
 - b. Judgment upon the award rendered by the arbiters may be entered in any court having jurisdiction.
 - c. The expenses of the American Arbitration Association will be paid by the party requesting it.
 - d. All parties agree to be bound by any award made by the arbiters.
3. **Insurable Interest and Our Liability**. In the event of a covered loss, we will not pay for more than the insurable interest an insured has in the covered property, nor more than the amount of coverage afforded by this policy in any one loss.
4. **Loss Deductible**. We will pay only that part of a covered loss over any deductible which applies.

5. **Loss Payable Clause**. Loss will be adjusted only with the insured named and payable to the insured and the lienholder shown in the Declarations as their respective interests may appear, subject to all the terms of this policy.
6. **Loss Payment**. We will adjust all losses with you. We will pay you unless some other party is named in the policy or is legally entitled to receive payment. Loss will be payable 30 days after we receive your properly completed proof of loss and:
 - a. we reach agreement with you;
 - b. there is an entry of a final judgment; or
 - c. there is a filing of an arbitration award with us.
7. **Loss to a Pair or Set**. We may repair or replace any part of the pair or set to restore it to its value before the loss, or we may pay the difference between the actual cash value of the property before and after the loss.
8. **Loss Value Determination**.
 - a. **Personal Property, Structures, Awnings, Carpeting, Household Appliances and Outdoor Antennas**.
 - (1) Loss to covered:
 - (a) awnings;
 - (b) carpeting;
 - (c) household appliances;
 - (d) outdoor antennas and outdoor equipment, whether or not attached to buildings;
 - (e) other structures that are not buildings and buildings without a permanent foundation;

OFFICE OF THE CITY CLERK
Milwaukee, Wisconsin

INSTRUCTIONS FOR FILING A CLAIM AGAINST THE CITY OF MILWAUKEE

To file a state-law claim against the City, a claimant must comply with Section 893.80(1), Wis. Stats., a copy of which is printed on the reverse side of the instruction sheet. Generally the statute requires the claimant to serve on the City Clerk a document stating the circumstances of the claim. The document must be signed by the claimant, or his/her agent or attorney, and should be served within 120 days of the event.

The claimant must also present to the City Clerk a document stating the address of the claimant and a statement of the relief sought. If money damages are sought, a specific sum must be stated. (The above information may be combined in a single document.)

Submitting the following additional information will allow the City to act on your claim more promptly:

1. Proof of the amount of the claim by means of either itemized receipts or two itemized estimates.
2. A phone number the claimant can be reached during business hours.
3. As detailed a description of the incident as possible, including the date, time and location.

All information should be submitted to:

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

ADDITIONAL INFORMATION

Before you can file a lawsuit against the City of Milwaukee for reimbursement, State law requires that you first follow the claim procedures established by the City Clerk.

Filing a claim against the City does not automatically guarantee reimbursement from the City. However, the City examines each claim on an individual basis to determine if reimbursement is legally required.

In order to obtain reimbursement for a claim against the City, you must prove that the City or its employees acted unlawfully or negligently.

Only the City Attorney or the Common Council and the Mayor can authorize payment of a claim against the City. Any other representations made by City employees are not legally binding on the City.



893.80 Claims against governmental bodies or officers, agents or employes; notice of injury; limitation of damages and suits. (1) Except as provided in subs. (1g), (1m), (1p) and (8), no action may be brought or maintained against any volunteer fire company organized under ch. 213, political corporation, governmental subdivision or agency there of nor against any officer, official, agent or employe of the corporation, subdivision or agency for acts done in their official capacity or in the course of their agency or employment upon a claim or cause of action unless:

(a) Within 120 days after the happening of the event giving rise to the claim, written notice of the circumstances of the claim signed by the party, agent or attorney is served on the volunteer fire company, political corporation, governmental subdivision or agency and on the officer, official, agent or employe under s. 801.11 Failure to give the requisite notice shall not bar action on the claim if the fire company, corporation, subdivision or agency had actual notice of the claim and the claimant shows to the satisfaction of the court that the delay or failure to give the requisite notice has not been prejudicial to the defendant fire company, corporation, subdivision or agency or the the defendant officer, official, agent or employe; and

(b) A claim containing the address of the claimant and an itemized statement of the relief sought is presented to the appropriate clerk or person who performs the duties of a clerk or secretary for the defendant fire company, corporation, subdivision or agency and the claim is disallowed.



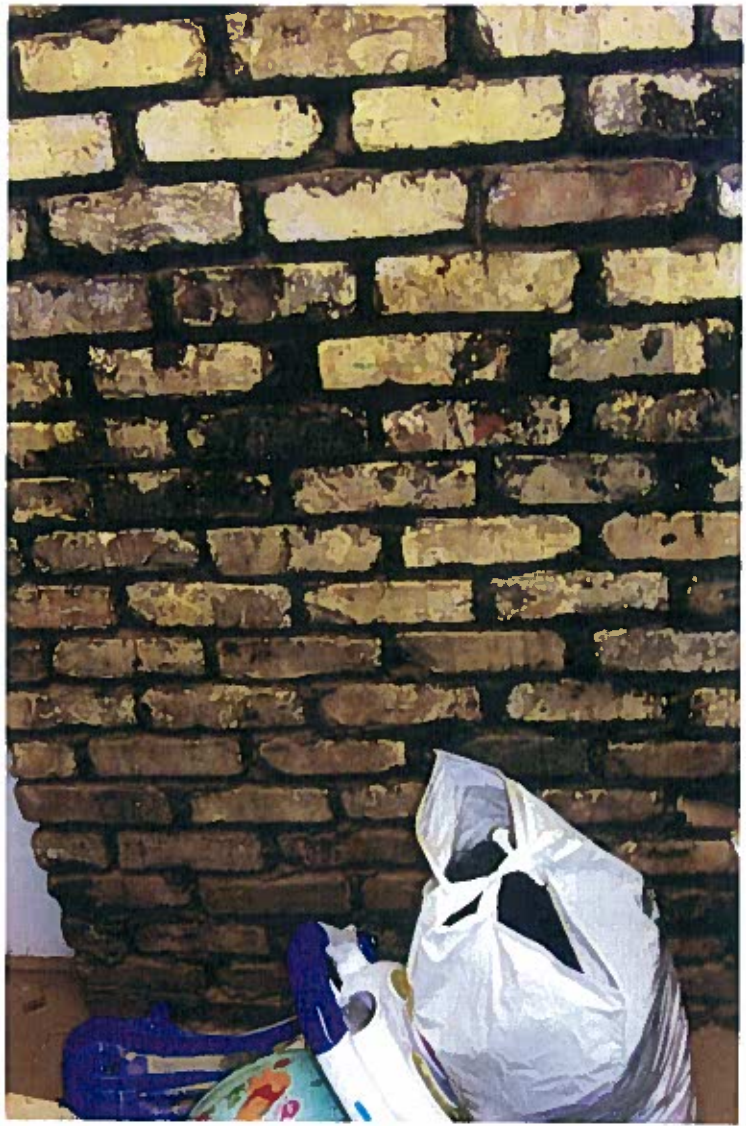


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