April 22, 2008

City Clerk ATTN: CLAIMS 200 E. Wells St., Room 205 Milwaukee, WI 53202-3567 TID 109 20 FL 3: 00 CHTY ATTORNEY 2000 APR 25 AM II:

To Whom It May Concern:

This document is a claim for damages against the City of Milwaukee (the City) as a result of a main sewer back-up on the night of December 30th, 2007. This document details the circumstances of the claim, itemizes the damages sought, and provides all other information required per Section 893.80(1), Wis. Stats., and requested in the City's "Instructions for Filing a Claim Against the City of Milwaukee" document.

The location of the incident is a single family residence at the following address:

3738 South 18th Street Milwaukee, WI 53221

The claimants are the homeowners, Jason and Beth Senfleben. Jason can be reached during normal business hours at phone number 414-586-9824.

Description of the Incident:

A small amount of water was observed coming from the sewer floor drain in the basement shortly before 6:00pm on the night of December 30th, 2007. A plumber was called immediately, as it was suspected that the homes sewer line was clogged. At this point, water was visible around the floor drain at a diameter of about 1ft.

The plumber arrived at approximately 6:30pm and diagnosed the problem as a back-up in the main city sewer in the street, not a clog in the homes system. The diagnosis was made by removing the manhole cover in the street and observing water nearing street level. This diagnosis was made between 7:00pm and 7:30pm. At this point, water was visible around the floor drain at a diameter of about 2ft and a wet vacuum was being used to remove water from the floor drain before it created any damage in the basement.

After the problem was diagnosed, the homeowners, as well as other neighbors, began contacting various help lines and individuals in city/county government until someone from the City of Milwaukee Department of Public Works (DPW) was reached. This individual was reached at approximately 8:00pm by a neighbor.

The situation was explained to the DPW employee over the phone by the homeowner. The DPW employee indicated that he had to drive to the incident address and view the problem himself prior to taking any action. This was despite the information given by the claimant, the plumber, other neighbors who were now also being affected, and the fact that the sewer water would inevitably continue to rise in the interim.

The DPW employee arrived at approximately 8:30pm to assess the situation first hand, and verified that what had been communicated on the phone regarding the sewer back-up was correct. He then had to go to the City's north central side to pick-up another employee who was apparently required at the scene. By this point, the water around the sewer drain had expanded to a diameter of approximately 3 ft. and it was becoming increasingly difficult to extract the water at the required rate.

The DPW employees returned to the incident address at approximately 9:00pm. At this point, water started to become visible on the floor at other locations throughout the basement. The DPW employee indicated that equipment was en route to loosen the clog and it may be better to focus on removing personal items from the basement than focus on water extraction.

Between approximately 10:00pm and 10:30pm, the appropriate equipment had arrived and removed the clog from the main sewer in the street. During that time, water had risen in the basement to a point were the carpet, dry wall, wall frames, wall paneling and bare floors were saturated and/or covered in sewer water.

There were intermittent snow showers during the evening, but no substantial accumulation. Also, the temperature was typical of a December evening and no widespread melting was occurring. The weather was not a factor.

Damages Sought:

Monetary damages in the amount of \$9,880.04 are sought by the homeowner. An itemized list of items and services, including their costs, is attached.

Due to the fact that three small children, including a 2 week old baby, lived in the home at the time of the incident, the decision was made to hire a cleaning service to properly clean and disinfect the basement. All of the reasonable recommendations of the cleaning service professional were followed in the interest of the safety of the home's occupants.

The claim for damages only includes substantial losses incurred for which there was a receipt or reasonable means to quote per the City's requirements. The claim does not include the following items, which were lost as a result of the sewer water damage:

- Pair of Men's & Women's Shoes
- Towels
- Miscellaneous Clothing (Pants, socks, shirts)
- Toddler Bed
- Education Textbooks and Teaching Paraphernalia (Approximately 80 books)

The claimant took every effort to clean and salvage items and furniture. Instead of using a week off of work to care for a newborn, the homeowner, Jason, was forced to use that entire week to coordinate and participate in the clean-up effort.

Summary:

The claimant has been forced to absorb the costs of finding the problem, cleaning the basement, purchasing lost items and spending personal time on all of these tasks. Additionally, the claimant is now left with a home that has lost value. A substantial investment is now required to recuperate that value.

The claimant's opinion is that the City and/or its employees acted negligently during this incident. The claimant's basement sustained substantial damage due to a sewer back-up in the street. This back-up was not caused by the claimant and could not have been prevented by the claimant. This back-up was not caused by weather. Furthermore, it was the actions of the claimant and their plumber that ultimately helped prevent further damage to multiple homes, including that of the claimant.

There is either no procedure in place to protect homeowners from this type of sewer back-up, the procedure was not followed or the procedure is flawed and inadequate. In any event, the claimant feels that this constitutes negligence to the extent that the City should reimburse the full damages sought. It is the claimant's opinion that the appropriate equipment and personnel should have been called upon immediately to correct the back-up when the City was notified, especially since more than one home was affected. Furthermore, it was redundant and inefficient for the first DPW responder to arrive at the scene, verify what had already been communicated, leave the scene to pick up a partner and then return to the scene to assist. Ultimately, it was these inefficiencies that led to the damage and subsequent costs reported in this document. It is understood that this statement is not binding, but it is worth noting that a DPW employee declared that "This is the City's fault" in the presence of the claimants and other witnesses.

Thank you for taking the time to review this claim.

Sincerely,

Jason Senfleben

Beth Senfleben

Attachments:

- 1. Itemized list of damages sought.
- 2. Invoices and Estimates noted on the itemized list of damages.
- 3. Pictures which were taken the night of the incident and during clean-up.

Itemized Summary of Damages Sought

Item/Service	Cost	Company	Date(s) of Service	Notes
Carpet (Loss)	\$914.06	Carpetland USA	01/01/03	Invoice Attached
Cleaning Service	\$2,112.02	Puroclean of Kenosha	12/31/07 - 01/05/08	Invoice Attached
Contractor - Basement Repair	\$6,187.92	All Around Handymen LLC	To Be Determined	Estimate Attached
Futon Mattress	\$136.22	Bunks and Beds	01/30/08	Invoice Attached
Plumber	\$428.72	Gene A. Wagner Plumbing Co., Inc.	12/30/07	Invoice Attached
Storage Unit	\$110.59	Public Storage	12/31/07 - 01/31/08	Invoice Attached
Total Damages Sought	\$9,889.53			

General Notes:

Regarding the basement repair, the lowest total estimate was used in the claim.
Regarding the basement repair, a second, more costly estimate from another contractor is attached. (Advance Painting)
Regarding the carpet, the original cost of the carpet from 2003 is being claimed as a loss.
Regarding the storage unit, the cost of the last day of December and the full month of January were used in the claim

"Nobody Beats CARPETLAND Value-Selection-Price"



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ND :	SEVERALLY LIABLE FOR THE AMO	NTS DUE TO SELLER UNDER THIS CONTRACT.
7	Financed Purchase: THE PURCHAS	FINANCED IN ACCORDANCE WITH THE FINANCE AGREEMENT ATTACHED HERETO, BUYER(S) ACKNOWLEDGE HAVING RECEIVED A COPY SAID
	FINANCE AGREEMENT WITH ALL	ANKS FILLED IN PRIOR TO EXECUTING THE FINANCE AGREEMENT AND/OR THIS CONTRACT.
	Cash Purchase: UNPAID BALANO	OF CASH PRICE DUE ON DELIVERY. TITLE TO ALL MERCHANDISE SOLD UNDER THIS CONTRACT REMAINS WITH THE SELLER UNTIL THE BALANCE

OF CASH PRICE HAS BEEN PAID IN FULL.

Commercial Credit Purchase: THIS PURCHASE IS MADE PURSUANT TO A CONTRACTOR'S MASTER AGREEMENT, THE TERMS OF WHICH ARE INCORPORATED HEREIN.

BOX IS NOT CHECKED, CASH PURCHASE IS ASSUMED. IF PAYMENT IS NOT RECEIVED AS STATED ABOVE, THEN UNLESS OTHERWISE AGREED BETWEEN SELLER AND BUYER(S) IN RITING, BUYER(S) AGREE TO PAY A DEFAULT CHARGE UPON THE UNPAID BALANCE OF THE CASH PRICE. THIS CHARGE WILL BE CALCULATED AT AN INTEREST RATE NOT IN EXCEST THE HIGHEST INTEREST RATE ALLOWABLE UNDER APPLICABLE STATE LAW.

HE BUYER(S) ACKNOWLEDGE AND ACCEPT THE CONDITIONS OF THIS CONTRACT AND KNOWLEDGE RECEIPT OF A COPY OF IT. PERFORMANCE OF THIS CONTRACT IS SUBJECT DELAY DUE TO STRIKES AND/OR OTHER CAUSES BEYOND SELLER'S CONTROL. THE RAWS AND CONDITIONS ON THE REVERSE SIDE OF THIS CONTRACT ARE SPECIFICALLY CLUDED IN THE CONTRACT. THIS CONTRACT SHALL NOT BE BINDING ON THE SELLER STILL IT HAS BEEN APPROVED BY AN OFFICER OF SELLER.

TICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

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LEASE REFER TO THE REVERSE.

SIDE OF THIS INVOICE FOR CUSTOMER COPY

Puroclean of Kensoha

10417 69th Street Kenosha, WI 53142

Invoice

Date	Invoice #
1/5/2008	1

	Bill To
nseoT	Jeff Senfiben 3738 18th st Milwwaukee, WI 53221

P.O. No.	Terms	Project
	,	

Quantity	Description	Rate	Amount
1	Sewer back up Deductible Received	2,212.02 5.50%	2,212.02 -1,000.00 0.00
			`
		Total	\$1,212.02

Type of Estimate: Sewage

Client: Jeff Senfleben

Home: (414) 649-9380

Home: 3738 18th st

Milw, WI 53221

Operator: RICHARD

Estimator: Richard Linkowski

Business: (262) 697-9422

Business: 10417 69th st

kENOSHA, WI 53142

Date Entered: 12/31/07

Date Est. Completed: 01/03/08

Date Assigned: 12/31/07

Price List: WIRA2B5C

Restoration/Service/Remodel with Service

Charges Broken Out

Estimate: 2008-01-01-1931

2008-01-01-1931

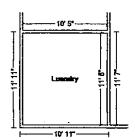
Main Level

Room: Den

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584.00 SF Walls 849.00 SF Walls & Ceiling 29.44 SY Flooring 73.00 LF Ceil. Perimeter 265.00 SF Ceiling 265.00 SF Floor 73.00 LF Floor Perimeter

DESCRUPTIONS	QYIY	REMOVE	AND THE PARTY OF T	er et l'Olivaire
Negative air fan/Air scrubber (24 hr period) - No	3.00 DA	0.00	70.17	210.51
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Emergency service call - after business hours	1.00 EA	0.00	120.16	120.16
Tear out wet non-salv. cpt, cut/bag-Black wtr-aft bus. hrs	265.00 SF	0.41	0.00	108.65
Tear out wet carpet pad, cut/bag - Black wtr - aft.bus.hrs	265.00 SF	0.48	0.00	127.20
Water extract from floor - Black wtr after business hrs	265.00 SF	0.00	1.11	294.15
Dehumidifier (per 24 hour period) - XLarge - No monitoring	3.00 EA	0.00	101.97	305.91
Air mover (per 24 hour period) - No monitoring	12.00 EA	0.00	24.79	297.48
Clean floor	265.00 SF	0.00	0.23	60.95
Tear out wet drywall, cleanup, bag for disposal	52.00 SF	0.36	0.00	18.72
Tear out trim/base and bag for disposal	40.00 LF	0.37	0.00	14.80
Water Extraction & Remediation Technician - per hour	0.50 HR	0.00	30.04	15.02
Equipment setup, take down, and monitoring (hourly charge)	8.00 HR	0.00	30.04	240.32

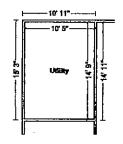


Room: Luandry

349.33 SF Walls 468.26 SF Walls & Ceiling 13.21 SY Flooring 43.67 LF Ceil. Perimeter

118.92 SF Ceiling 118.92 SF Floor 43.67 LF Floor Perimeter

DESCRIPTION	QNT Y	REMOVE:	REPLACE	TOTAL
Clean floor	118.92 SF	0.00	0.23	27.35
Room Totals: Luandry				27.35

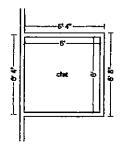


Room: Utility

402.67 SF Walls 556.31 SF Walls & Ceiling 17.07 SY Flooring 50.33 LF Ceil. Perimeter

153.65 SF Ceiling 153.65 SF Floor 50.33 LF Floor Perimeter

ESCRIPTION	QNIY	REMOŶE	REPLACE	TOTAL
lean floor	153.65 SF	0.00	0.23	35.34



Room: clst

192.00 SF Walls 228.00 SF Walls & Ceiling 4.00 SY Flooring 24.00 LF Ceil. Perimeter

36.00 SF Ceiling 36.00 SF Floor 24.00 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL.
Tear out wet drywall, cleanup, bag for disposal	22.00 SF	0.36	0.00	7.92
Clean floor, strip & wax	36.00 SF	0.00	0.50	18.00

CONTINUED - **clst**

R&R Paneling	20.00 SF	0.18	1.67	37.00
Cleaning Technician - per hour	0.50 HR	0.00	23.00	11.50
Room Totals: cist				74.42
vrea Items Total: Main Level				1,950.98

Adjustiments for Base Service Charges	Adjustment
Carpenter - Finish, Trim/Cabinet	99.20
Cleaning Technician	45.08
Floor Cleaning Technician	56.68
Cleaning Remediation Technician	60.08
Total Adjustments for Base Service Charges:	261.04
Line Item Totals: 2008-01-01-1931	

Grand Total z	Vreast				
1,528.00	SF Walls	573.57	SF Ceiling	2,101.57	SF Walls & Ceiling
573.57	SF Floor	63.73	SY Flooring	191.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	191.00	LF Ceil. Perimeter
573.57	Floor Area	624.04	Total Area	1,528.00	Interior Wall Area
878.67	Exterior Wall Area	109.83	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length	0.00	Area of Face 1

2008-01-01-1931

Summary for Sewage	
Line Item Total	1,950.98
Total Adjustments for Base Service Charges	261.04
Subtotal	2,212.02
Replacement Cost Value	2,212.02
Less Deductible	(1,000.00
Net Claim	1,212.02

Richard Linkowski

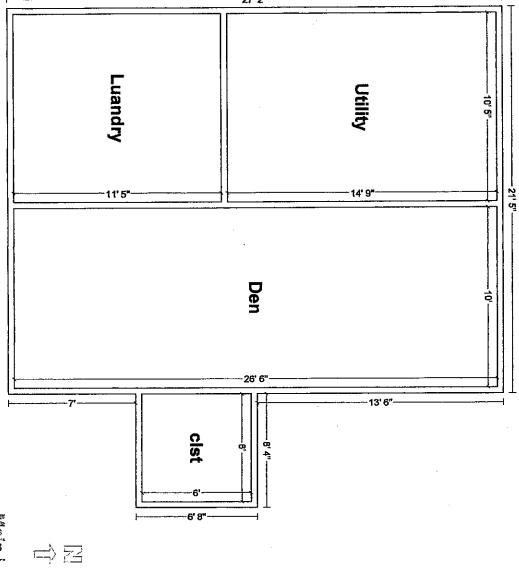
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27.35	1.24%
35.34	1.60%
74.42	3.36%
1,950.98	88.20%
1,950.98	88.20%
261.04	11.80%
	35.34 74.42 1,950.98 1,950.98

01/05/2008 Page: 6

O&P Items	Total Dollars	%
CLEANING	153.14	6.92%
GENERAL DEMOLITION	280.89	12.70%
PANELING & WOOD WALL FINISHES	33.40	1.51%
WATER EXTRACTION & REMEDIATION	1,483.55	67.07%
Subtotal	1,950.98	88.20%
Base Service Charges	261.04	11.80%
O&P Items Subtotal	2,212.02	100.00%
Subtotal	2,212.02	100.00%
Less Deductible	(1,000.00)	

2008-01-01-1931 01/05/2008 Page: 7



WORK ORDER - PROPOSAL

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R	456 W Wisconsin Ave		_			
0	Pewaukee, WI 53072		-	Start Date:		TBD
M	262-781-1115 Cell 262-565-7347	,		Completion Date:		TBD
FWI	 	or Certificatio	- n #: 1074157	Completion Date.		TBD
			ation #: 1074158			
ROPOSAL	SUBMITTED TO:	<u> </u>	ORK ORDER / PRO	POSAL #:	4100803	
IAME	Beth Sensleben	PHONE	414-649-9380		DATE	4/13/2008
TREET	3738 S 18 Street	JOB NAME	Replace water da	maged walls in base	ment	
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		Signature:				

From: Advance Pairting <advancepct@witwcbc.com>
To: jsynbelh8400@sol.com
Subject: Beth Sanfleben ?
Date: Thu, {7 Apr 2008 10:03 sm



1200 Commercial & Residential-Licensed, Bonded, & Insured 1964 W. Hampton Ave. Milwaukee, WI 33209

Fax: 414-372-1212

vance through the Yellow Pages te: 4/11/08

Date: 4/17/08 Estimate Time: 12:00 pm

eth Senfieben 18 S, 18th Street 1kee State: WI 649-9380

Zip: 53221

Work to be performed at: Same City: Milwaukee State: Wi

Zip: 5322I

- Scope of Work: Basement Remodel

 Demo and dispose of drywall, paneling, and celling the in

 26 x 10 rec. room, 6 x 6 closet & 12FT x 40 inch wide" hallway

 Install new except in 26 x 10 rec. room and 6 x 6 closet

 Install installation, drywall, mud, and tape entire

 26 x 10 rec. room, 12 'x 40 " hallway & 6 x 6 closet

 Install new ceiling the throughout drop ceiling

 Prep, prime & paint drywall w/Orange Peel Finish

st including construction nateried and lubor \$8,763.00 Payments is follows: Initial payment of \$4,500.00 into jub \$.00 and \$5,263.00 due upon completion

tractor Signature omer Signanae Date Dan

Advance Painting & Construction Builders

Restoration, Renovation, Remodeling & Repairs

This contract is legal, binding upon signing and subject to less of deposit.



6121 W. LAYTON AVENUE GREENFIELD, WI 53220 (414) 281-3320 - PHONE (414) 281-3380 - FAX www.bunksnbeds.com

INVOICE

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GENE A. WAGNER PLUMBING CO., INC.

COMPLETE PLUMBING SERVICE
MASTER PLUMBER LICENSE #222399

2017 South 60th Street	ì	MA	ASTER PLUM	BER LICENSE #22	22399			ne: 541-9217 ax: 541-9486
CUSTOMER:					PURCH ORDER			
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NOTICE! All owner's or agent's must initial time recorded above. This is the time you will be hilled NOEXCEPTIONS.

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Milwaukee, WI 53221-2429

Phone: 4144862141



Jason Senfleben 3738 S 18th St Milwaukee, WI 53221

New Account #10606548, Receipt #193511208

12/31/2007 04:43:17 PM

Unit #: B042

LTL Rent:

\$93.10

LTL Rent Tax:

\$0.00

Insurance:

\$8.00

Monthly Payment:

\$101.10

Next Payment Due: 02/01/2008

Next Payment:

\$101.10

Unit Size:

 5.0×10.0

Gate Code

238375

Authorized Users: Beth Senfleben

Insurance:

\$2,000 : Effective Date: 12/31/2007

	Charges	Discounts	Payment	Remaining Balance
Rent	\$3.16	-\$2.16	\$4.00	-\$3.00
Tax	\$0.00		\$0.00	\$0.00
Insurance	\$0.26	\$0.00	\$8.26	-\$8.00
Admin Fee	\$20.00	\$0.00	\$20.00	\$0.00
Total	\$23.42	-\$2.16	\$32.26	-\$11.00

Merchandise

Description	Quantity	Unit Price	Extended Price
Lock 1 1/2 Steel	1	\$8.99	\$8.99
Subtotal Tax	1		\$8.99 \$0.50
Total			\$9.49

Total Merchandise \$9.49 Total Unit Chrg/Credits \$21,26 Cash Check Credit Card \$41.75 CC #: *****credit card **Total Payment** \$41.75 Total Remaining Bal. -\$11.00

Card Member agrees to pay total Credit Card Amount in accordance with agreement governing use of such card:

Merchandise may be returned within 30 days of purchase with valid receipt. Returned merchandise must be unused in original condition.

Congratulations on taking advantage of the following promotion: \$1 Special; LTL 3-Mo + 5%.



STORAGE

TRUCK RENTAL

BOXES, LOCKS, ETC.

CORPORATE INFO

's v	Velc

omel Jason Senfleben

Account Number:

10606548

Next Month's Charges:

Customer Address:

3738 S 18th St

Rent:

\$93.10

Milwaukee

Rent Tax: Insurance: \$0.00 \$8.00

Property Location:

900 W Layton Ave

TOTAL CHARGES:

\$101.10

Rental Space #:

B042

Current Balance:

\$0.00

Space Size:

5x10

Paid Through:

04/30/2008

Date Moved in:

12/31/2007

Rent is due on 1 st day of the month

This unit is noton autopay (Sign up)

What is autopay?

Update Your Profile

View Account History.

Make Payment

Logoff

Date	Transaction	Amount	
04/2/2008	Payment	(\$101.10)	S.
04/1/2008	Monthly	\$101.10	
03/3/2008	Payment	(\$101.10)	_ _ ;
03/1/2008	Monthly	\$101.10	
02/1/2008	Payment	(\$101.10)	
02/1/2008	Monthly	\$101.10	
04/4/2000	Ownnest Applied	len no	

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