

December 17, 2015

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DEC 18 2015

Dear Sir or Madam:

**OFFICE OF
CITY ATTORNEY**

We reside on 4142 S. Burrell St. in the City of Milwaukee. On November 18th, 2015, we awoke to find approximately 6 inches of water in our finished basement. The flood was the result of a problem in the Storm Sewer which caused flooding in a number of houses in the Town of Lake area. The cause may have been oil dumping on nearby Howell Avenue. The problem was rectified later in the morning but left contamination caused by the storm water and the loss of many items in the household.

We contacted 911 Restoration to clean up our basement. Our water heater was also damaged beyond repair. We contacted Heiden Plumbing to replace it. The cost for the restoration of our basement was \$7,003.54. The cost for the new water heater was \$1,238.13. Our homeowners' insurance does not cover this kind of damage. We have submitted the invoices for your review. We can submit pictures of the water damage upon request.

On that same day, we contacted the Water Department of the City of Milwaukee. A representative from that department came to our house and told us to contact the City to recover the cost of repair and restoration. Consequently, we are filing a claim for the total amount of the cost involved in the event. That sum is \$ 8,241. 67.

Respectfully Submitted,



Terry G Radtke

Jacqueline M Radtke

(414) 483-8114

**CITY OF MILWAUKEE
2015 DEC 17 AM 9:09
CITY CLERK'S OFFICE**

HEIDEN

Plumbing, Heating & Cooling - Since 1925-

Invoice

Heiden Plumbing Co., Inc.

1100 West Bruce Street, Milwaukee, WI 53204 (414) 937-8420 - FAX (414) 937-8425

Date	S.O. #	P.O.#	Invoice #
11/23/2015	82472		82472

BILL TO: OWNER'S NAME	WORK LOCATION
Mr. Terry G. Radtke 4142 S. Burrell Street Milwaukee, WI 53207-4406	Mr. Terry G. Radtke 4142 S. Burrell Street Milwaukee, WI 53207-4406

Serviced	Item	Description	Quantity	Rate	Amount
11/18/2015	Labor Charge	Investigated flooded basement. Found city main backing up. City to take care of.	1	120.00	120.00
11/18/2015	Labor Charge	Checked out water heater. Found water filled burner chamber and will have to replace. Furnished and installed one new Bradford White, 40 gallon, gas water heater and new water inlet valve.	4	120.00	480.00
	MATERIALS	Model #RG240S6N Serial #MH36610070 Materials & Equipment		638.13	638.13
<p style="text-align: center;">RECEIVED DEC 18 2015 OFFICE OF CITY ATTORNEY</p> <p style="text-align: center;">THANK YOU, WE APPRECIATE YOUR BUSINESS!</p>					

LIEN RIGHTS: "AS REQUIRED BY THE STATE OF WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNERS LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY DAYS (60) 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/HER MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."

WARRANTY:
Limited material warranted by Manufacturer ONLY but in NO case shall it be longer than One Year from the date of substantial completion. Exceptions to the above: Cleaning of drains and sewers are warranted for a maximum of thirty days from original date of service UNLESS stoppage is caused by broken pipes or introduction into drains or sewers of rags, paper or any material not normally found in piping, in which case there is NO warranty at all. Faucet and toilet repairs guaranteed for 30 days
A finance charge of 1.5% per month (Annual rate of 18%) will be added to all overdue amounts - Minimum charge of .50 cents per month.

Subtotal	\$1,238.13
Sales Tax (5.6%)	\$0.00
Total	\$1,238.13
Payments/Credits	\$0.00
Balance Due	\$1,238.13
Due Date	11/23/2015
Terms:	Due on receipt



Scanning Center | 6000 American Pkwy | Madison WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

November 18, 2015

93-GJB014
TERRY G & JACQUELINE M RADTKE
4142 S BURRELL ST
MILWAUKEE WI 53207-4406

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OFFICE OF
CITY ATTORNEY

RE: Our Claim Number: 00-835-059396-4223
Our Policy Number: 48BU0628-01
Our Insured: Terry G & Jacqueline M Radtke
Date of Loss: November 18, 2015
Our Company Name: American Family Mutual Insurance Company

Dear Terry G & Jacqueline M Radtke:

On November 18, 2015, we discussed the claim for the water that backed up through your sewer drains during heavy rain storms in your area.

Based on the findings of our investigation, we will be unable to make a payment to you for this claim as your loss was caused by, or resulted from, one of the following exclusions in the policy.

EXCLUSIONS – SECTION I

PART A

The following exclusions apply to Coverage A – Dwelling and Dwelling Extension, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

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.

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CITY ATTORNEY

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

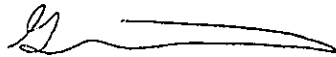
Enclosed is a copy of this section of your policy for your review.

If at some point in the future you feel there are additional facts which might cause us to reconsider our position, please feel free to submit this information to us for our review and subsequent response.

By stating the foregoing, American Family Insurance is not waiving any other reason which might come to our attention in the future, which would also support the position we have taken in this matter.

If you have any questions concerning your claim, please call me.

Sincerely,



Greg J Bosonetta
Property Claim Desk Adjuster
American Family Mutual Insurance Company
1-800-MYAMFAM (1-800-692-6326) X 45290
gbosonet@amfam.com
Fax: 877-381-3927
www.amfam.com/claims

Enc: HO-3 (WI) Policy specimen page 7

EXCLUSIONS - SECTION I

PART A

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. **Earth Movement**, meaning any loss caused by, resulting from, contributed to or aggravated by earthquake; landslide; subsidence; sinkhole; erosion; mudflow; earth sinking, rising, shifting, expanding or contracting; volcanic eruption, meaning the eruption, explosion or effusion of a volcano.

This exclusion applies whether or not the earth movement is combined with water or rain.

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 seep 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.

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

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.

PART C

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension. We do not insure for loss caused by any of the following.

1. **Acts or Decisions**, including the failure to act or decide, of any person, group, organization or governmental body.
2. **Planning, Construction or Maintenance**, meaning faulty, inadequate or defective:
 - a. construction, reconstruction, repair, remodeling or renovation;
 - b. materials used in construction, reconstruction, repair, remodeling or renovation;
 - c. design, workmanship or specifications;
 - d. siting, surveying, zoning, planning, development, grading or compaction; or
 - e. maintenance;of part or all of the insured premises or any other property.
3. **Weather Conditions** which contribute in any way with a cause or event excluded in Part A above to produce the loss.

However, we do cover any resulting loss to property described in Coverage A - Dwelling and Dwelling Extension not excluded or excepted in this policy.

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.

911 RESTORATION
OF MILWAUKEE
422 E OAK ST STE 1
OAK CREEK, WI 53154
414/588-6761

SALE

MID: 210004221362
TID: 001
Batch #: 341001
12/07/15
AVS: Y
APPR CODE: 08939C
VISA
*****1401
REF#: 00000001
RRN: 020454041
10-11-37
CVC: III
Manual CP

AMOUNT

\$7,003.54

APPROVED

THANK YOU
PLEASE COME AGAIN
CUSTOMER COPY

911Restoration™ Branch Name: Milwaukee
888.243.6653 · www.911Restoration.com

Independently Owned & Operated



SERVICE AGREEMENT

Customer's Name	<u>Terry Radtke</u>		
Physical Address	<u>4142 South Burrill St Milwaukee, WI 53207</u>		
Billing Address			
Telephone	<u>414-403-8114</u>	Mobile	
		Email	<u>tradtke4@wi.rr.com</u>

Insurance Co.			
Adjuster's Name		Phone	
Claim No.		Fax	
		Email	

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1. Parties: This ☐ Home Improvement; ☐ Commercial Contract is entered on 11/19/15 by and between 911 Restoration and Terry Radtke, Phone: 414-403-8114 (CUSTOMER(S)).

2. Scope (description of the project and description of the significant materials to be used and equipment to be installed):
Pull out wet contaminated carpet. No spalling masonry. Cut back by disposal. Remove board-style wallcovering & sandpaper & replace with drywall & finish paint. Repair masonry from floor. Clean floor by dry-hle. Air masonry & dehumidify throughout for 48 hours. Apply antimicrobial through out. Remove & replace gypsum board. Stairwell & lobby antimicrobial. Apply 2 coats commercial-grade epoxy floor paint.
The real and/or personal property located at: 4142 South Burrill St Milwaukee, WI 53207
(PROPERTY) has and is currently being damaged due to the following conditions: ☒ Water; ☐ Sewage; ☐ Mold; ☐ Smoke; ☐ Restoration; ☐ Other:
The CUSTOMER and/or the CUSTOMER's agent authorizes 911 Restoration to provide services, labor, equipment, materials, and permits necessary to perform and complete in a workmanlike manner the necessary work to perform mitigation/restoration/pack out services according to industry standards. Affected areas:
Basement walls & flooring

3. Approximate start date: 11/19/15; approximate completion date: 1/1/16. Based on presently available information, 911 Restoration has approximated the completion date in good faith, but CUSTOMER understands that: (a) water damage is a progressive condition; (b) water can continue to wick through building materials and that it is not feasible in many cases to accurately predict drying time or completion dates; and (c) hidden mold may not yet have been discovered despite a thorough inspection by 911 Restoration.

4. Contract price: The price for services has been estimated at \$7003.54. The Estimate is only an approximation made in good faith based on currently available information and is subject to increase based on conditions discovered later. CUSTOMER acknowledges that there may be hidden contamination or other issues that were not discovered at the time that the Estimate was prepared, and that current conditions present at the PROPERTY may make it impossible for 911 Restoration to render an accurate quotation of the cost and scope of repairs before commencing work. Any changes in price will be negotiated in good faith between the parties and set forth in a written change order signed by both parties. CUSTOMER will be responsible for water, electrical and utility charges.

5. ATTENTION INSURANCE COMPANY: I hereby assign all sums due or to become due in connection with this work to 911 Restoration and instruct you to make payment directly to 911 Restoration and name 911 Restoration on all drafts and checks made in payment for this loss. CUSTOMER warrants and represents that the PROPERTY is insured by: _____; Claim Number: _____

6. Payment: CUSTOMER understands that 911 Restoration is hired by CUSTOMER and not CUSTOMER's insurance company. Payment to 911 Restoration is not contingent upon 911 Restoration's invoice being fully or partially approved by the CUSTOMER's insurance company unless 911 Restoration is a preferred vendor that is paid directly by the insurance company and all services are approved in advance by the insurance provider. All charges shall be invoiced directly to CUSTOMER. 911 Restoration will submit a copy of the invoice to CUSTOMER's insurance carrier(s) as a courtesy only. CUSTOMER has been informed of, and agrees: (a) CUSTOMER is personally responsible for any and all deductible(s), depreciation, services and/or charges not paid by insurance; and (b) invoices not paid by insurance are due upon receipt. Administration fees of 1.5% per month plus interest at the highest rate allowed under STATE law will be charged on any unpaid balance after thirty (30) days of the date of the invoice. CUSTOMER agrees to pay all actual collection costs, collection agency commissions, actual attorneys' fees, expert fees, court costs and arbitration costs incurred by 911 Restoration to collect past due balances. For Home Improvement Contracts, contractors may request deposits (advance payments) of 10% or \$1000, whichever is less. CUSTOMER agrees to progress payments for completed work as follows:

7. List of documents incorporated into the Contract: The undersigned acknowledges having received and read the following which are attached and made a part of this Agreement: ☐ Estimate; ☐ Cancellation Notice; ☐ Terms and Conditions; ☐ Mechanic's Lien Law Notice and Contractor's License Board Information; ☐ Other _____

For residential projects: you, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation form for an explanation of this right.

8. Damage to or Missing/Stolen 911 Restoration Equipment/Property on Job-Site: In the case that damage - other than normal wear and tear - occurs to 911 Restoration equipment/property while on the CUSTOMER's premises, 911 Restoration will notify the CUSTOMER by telephone within 72 hours. 911 Restoration will also prepare and send a "Damage Letter" to the CUSTOMER detailing the damages incurred, an estimate of repair costs, and pictures of the damages. Upon final determination of the CUSTOMER's responsibilities for the damages, the CUSTOMER will be invoiced for applicable repair charges. Likewise, the CUSTOMER may be held responsible for the replacement cost of 911 Restoration equipment/property determined to be missing/stolen while assigned to the CUSTOMER's premises. THIS IS A BINDING CONTRACT. READ CAREFULLY BEFORE SIGNING. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.

Milwaukee