

MILWAUKEE CITY CLERK  
200 E. Wells St Room 205  
Milwaukee, Wisconsin 53202

CITY OF MILWAUKEE  
2009 AUG 21 AM 11:50  
RONALD D. LEONARD  
CITY CLERK

I Linda M Collins disagree with your decision to deny my claim, in reference to damages from sewer backup.

Your records indicate that ISD responded to calls that I made to them on March 9 and April 8, 2009. Yes they did come out to see what the problem was and they did check out the city main sewer but they never once checked out the city lateral that is on the west side of my house. The city main sewer is north of my house in the middle of the street and the city lateral is on the west side of my house in the curb lane. Yes the lateral does run under the sidewalk on the west side of my house but it runs east across the front of my house and in order for it to run under the front sidewalk it would have to go north and then east. Which I think is highly unlikely because then it would not work properly.

If someone had actually spoke to the plumbers that did the work and not the office maybe then they would have the complete story. The people in the office at Gene Wagner Plumbing have no idea as to what the plumbers that did the work ran into.

If you care to send someone out to my house to dig up the front again you are welcome to it. Then they can actually see what the problem is.

I feel that I am not being unreasonable and asking for half of what it cost me to have my lateral replaced. I realize that I am responsible for my house lateral but had the plumbers not run into the problems they did it would not have cost so much to do the work. Considering the first estimate I received was only \$3500.

Linda M Collins  
301 E Schiller St  
Milwaukee, Wisconsin 53207  
414-483-0623 Home  
414-688-6750 Cel

CITY OF MILWAUKEE  
RECEIVED  
2009 AUG 24 PM 2:33  
OFFICE OF  
CITY ATTORNEY

City of Milwaukee City Clerk.

Back in September of 2008 I started having problems with my house trap. I rented a roto-rooter and ran it through the trap the full length of the cable which was 100 ft. The trap was fine for 2 months and then it backed up again. Rented a roto rooter again and repeated the same process. This went on till March when I finally had enough and I called out the sewer dept. They checked out the main lateral in the middle of the street in front of my house and said everything was fine that I would have to call out a plumber. I did and he came out and after 15 minutes he burned up the motor in his roto-r. He said that he felt I would need my house trap repaired and that if it was within the basement it would cost me \$3500. Whatever he did the water drained but not for long. Within days the plumber being there the water backed up again and this time it did not recede.

CITY OF MILWAUKEE  
RECEIVED

2009 JUN 22 PM 4:37

I called another plumber (Gene Wagner) for a second estimate and he gave me the same estimate as the first one. I decided that I was fed up with stinky, smelly water standing in my basement.

I called Gene Wagner and scheduled for them to come out and start working. They tore up my basement floor and replaced the trap but they said that it was outside of the basement walls. They started to tear up the front of my house and they soon discovered that there was a city sewer lateral that ran right in front of my house against my foundation and on top of my house lateral which happened to be collapsed.

I called a supervisor from the city sewer dept. and he did not believe what I was telling him. He said that he would come out but that he was going to pull the maps first. He came out with the maps and he said yes there was a city lateral that ran against my foundation in front of my house and that it was installed in 1920. Well my house is over 100 years old so my house was there when the city installed their lateral.

By the time that the plumber finished the work my \$3500.00 bill grew to over \$9000.00.

I don't feel that the city should pay all of this but I do feel that they should reimburse me at least half of the bill which is \$4500.00 seeing as it was their lateral that caused all the problems because the plumber actually had to dig under the lateral to get at my house lateral.

Enclosed are copies of the original estimate and the actual invoice that I paid.

My Address is  
301 E Schiller St  
Milwaukee, WI 53207

If phone records are checked then you will see that I have called the sewer dept. a number of times.

I can be reached during the day at 414-688-6750 or on my office phone which is 414-221-5826, although my husband is home most days and he can be reached at 414-483-0623. My E-Mail address is llcol12@hotmail.com

CITY OF MILWAUKEE

09 JUN 22 AM 9:36

RONALD D. LEONHARDT  
CITY CLERK

Linda M Collins

Gene A. Wagner Plumbing Co., Inc.  
2017 So. 60<sup>th</sup> St.  
Milwaukee, WI 53219  
Phone – 414-541-9217  
Fax – 414-541-9486  
Master Plumbers License #222399  
**Contract**

Date: March 10, 2009

Linda M Collins  
301 E Schiller St.  
Milwaukee WI 53207  
414-483-0623

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We hereby submit specifications and estimates for:

Contractor to furnish all labor, materials and equipment for work as described as follows including all required permits.

**HOUSE TRAP REMOVAL AND INSTALL CLEANOUT**

- Excavate in basement to expose house trap approximately 4 ½' deep.
- Remove house trap and install 6" cleanout with PVC Sch. 40 pipe.
- Get inspection.
- Bed sewer with 3/8 stone.
- Backfill with excavated materials.
- Patch concrete floor.

**NOTE: If brick pillar is under mined because of the sewer excavation, ADD \$750.00 to the contract amount to re-support beam in basement.**

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**We Propose** to furnish material and labor – complete and in accordance with above specifications for the sum of: **\$2,750.00, Two thousand seven hundred fifty dollars.**

**Terms: Net Due Upon Completion of Work.**

**This proposal may be withdrawn by us if not accepted within 15 days**

Authorized Signature  3/10/09  
**SCOTT ALLAN**

**Acceptance of Contract –**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as described above.

Date \_\_\_\_\_ Signature \_\_\_\_\_

**NOTICE OF LIEN RIGHTS AND TERMS AND CONDITIONS ATTACHED ARE  
MADE A PART HEREOF.**

### NOTICE OF LIEN RIGHTS

As required by the Wisconsin Construction Lien law, contractor hereby notifies owner that persons or companies furnishing labor or materials for construction, improvement or repair on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contract directly with the owner or those who give the owner notice within sixty (60) days after they first furnish labor or materials for the construction, improvement or repair. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, improvement or repair, and should give a copy of each notice received to his mortgage lender, if any. Contractor agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

### TERMS AND CONDITIONS

1. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.
2. Acceptance of Work: Owner agrees to inspect all work promptly and notify contractor in writing, of deficiencies or defects in labor or materials, if any, within ten days, failure to give such notice shall constitute a full waiver of any patent defects. Written notice of latent defects shall be given in writing within 10 days after discovery, or the same shall be deemed waived. No action shall be commenced by owner against contractor until 30 days after delivery of such notice nor more than six (6) months thereafter.
3. Unless otherwise stated on the face hereof, all invoices for labor or materials shall be due and payable net 30 days after date.
4. Sums not paid when due shall bear interest at the rate of 1 ½% per month, 18% annually.
5. Owner shall pay all costs incurred in collection of past due sums, including actual attorney fees and court costs.

### SPECIAL CONDITIONS

Unfavorable soil conditions such as wet or unstable ground or rock which require the use of shields, blasting, rock removal, additional bedding/backfilling or cradling, pumps, tight sheeting or special equipment will be dealt with on a "Time & Material" basis. We also reserve the right to terminate and withdraw from this contract in the event of interference, unusual difficulties or unforeseen obstacles.

Gene A. Wagner Plumbing Co., Inc.  
2017 So. 60<sup>th</sup> St.  
Milwaukee WI 53219  
414-541-9217  
FAX 414-541-9486  
Master Plumber License #222399  
**INVOICE**

**Date:** April 20, 2009

**Job Number:** 67437

**Name:** Linda Collins  
301 E Schiller St.  
Milwaukee WI 53207

**Job Address:** Same

**Description of Work:** Excavated in basement and removed house trap, sewer plugged and broken on outside of home. Excavated on outside of home, gas main was in the way, needed to remove city sidewalk to excavate, found city main next to home incased in concrete and could not get at sewer. Tunneled from inside home out to main. Connection at main not broken but pipe leaking up to main, crushed and causing problem. Replaced sewer from inside to main with new PVC Sch. 40 pipe. Water service outside had pinholes in lead pipe. Replaced from curb stop to home. All work that was done is owner's responsibility. Had job inspected backfilled poured new concrete walk.

Backhoe	275.00
Dump Truck	275.00
1 - 6" PVC 40 wye	43.64
1 - 6" PVC 45	26.76
1 - 6" PVC cleanout with plug	21.12
10' - 6" PVC pipe	44.10
1 - 6' PVC coupling	11.71
1 - 6" Clay x PVC fernco	29.95
10' - 1" Type K copper pipe	61.50
Meter Setting	320.00

4' - 3/4 Copper pipe	14.80
1 - 3/4 Copper male adpt.	2.84
1 - 3/4 Copper female adpt.	3.69
2 - 3/4 Copper 90o ells	3.62
Ready Crete	59.25
Concrete	381.01
Dumps	130.00
Stone	206.98
Permits - Water	50.00
Sanitary sewer outside	50.00
Sanitary sewer inside	50.00
Excavation	163.00
Restore sidewalk	176.00
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	2,399.97
	TAX 68.93
Plumbers Service 59 1/2 Hours @110.00	6,545.00
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	TOTAL \$9,013.90

Balance Now Due: \$9,013.90