

GERALD AND PATRICIA SWENDROWSKI
3324 SOUTH 86TH STREET
MILWAUKEE, WI 53227

CITY OF MILWAUKEE
2009 SEP 23 AM 8:19
RONALD D. LEONHARDT
CITY CLERK

August 31, 2009

To Whom It May Concern,

On July 9, 2009 my husband went into the basement at 8:00 am and discovered our basement floor was covered in about 2" of mud, and a mound of sand at least 2 ½ ft high around our sewer.

We immediately called our American Family Insurance Agent who arrived about an hour later. She immediately estimated the damage done and unfortunately informed us that this would not be covered under our policy.

We have lived in our house for 34 years and never have we had a drop of water in our basement, even when we had a water main break right in front of our house.

I also called the city's hotline (286-CITY) and explained what had happened and they were rude and hung up on me. I called back and they gave me the telephone number of Alderman Dudzik. I called and got a claim form from Dudzik's secretary.

On the afternoon of July 9th we tried to light our water heater, which is only 3 years old, and it wouldn't light. We called Blau Plumbing and they said we needed a new one due to the water damage. We had a new one installed on 7/11/09 by Fennig Plumbing and Heating.

Enclosed are insurance estimates for our labor, clean-up, and basement flooring which was tile. Receipts for cleaning materials, estimate from Blau plumbing, and Fennig Plumbing installation of new water heater. These are the main expenses we incurred.

\$5,967.00	Insurance estimate
<u>\$900.00</u>	Water heater
\$6,867.00	TOTAL

Sincerely,

Gerald and Patricia Swendrowski

CITY OF MILWAUKEE
RECEIVED
2009 SEP 23 PM 2:37
OFFICE OF
CITY ATTORNEY



Toll Free: 1-800-MYAMFAM
(1-800-692-6326)

Extension: 21755
Cell: (414) 333-1594
Home Office: (414) 525-9113
Fax: (856) 494-4928
E-Mail: gperla@amfam.com

GAIL PERLA

SENIOR PROPERTY FIELD ADJUSTER

Mailing Address:
Attn: Claims Scanning Center
6000 American Parkway
Madison WI 53783

amfam.com/claims

Mr. & Mrs. Gerald Swendrowski
 334 So. 86 St.
 Milwaukee, WI 53227

American Family Insurance Group



SWENDROWSKI_GERALD

Main Level

basement

Ceiling Height: 8'

992.00 SF Walls
 925.00 SF Floor

925.00 SF Ceiling
 102.78 SY Flooring

1,917.00 SF Walls & Ceiling
 124.00 LF Floor Perimeter
 124.00 LF Ceil. Perimeter

Description	Qty	Unit price	Base Service Charge	Taxes	Replacement Cost Total	Depreciation	Actual Cash Value
1. Equipment setup, take down, and monitoring (hourly charge) 8.00 HR \$37.02			\$13.32	\$17.31	\$326.79	-\$0.00	\$326.79
2. Dehumidifier (per 24 hour period) - XLarge - No monitoring 3.00 EA \$114.72			\$0.00	\$19.28	\$363.44	-\$0.00	\$363.44
3. Air mover axial fan (per 24 hour period) - No monitoring 9.00 EA \$29.78			\$0.00	\$15.00	\$283.02	-\$0.00	\$283.02
4. Apply anti-microbial agent 925.00 SF \$0.18			\$7.48	\$11.46	\$185.44	-\$0.00	\$185.44
6. Water extraction from floor - Category 2 water 925.00 SF \$0.58			\$24.13	\$31.37	\$592.00	-\$0.00	\$592.00
16. Water extraction from floor - Category 2 water - Heavy additional hours due to sand and muck removal 925.00 SF \$0.70			\$29.11	\$37.86	\$714.47	-\$0.00	\$714.47
17a. Remove Vinyl tile 925.00 SF \$0.77			\$0.00	\$0.00	\$712.25	-\$99.72 (7/50yr)	\$612.53
17b. Replace Vinyl tile 925.00 SF \$3.16			\$125.98	\$110.33	\$3,159.31	-\$424.67 (7/50yr)	\$2,734.64
14. Contents - move out then reset - Extra large room 1.00 EA \$123.02			\$32.54	\$0.00	\$155.56	-\$0.00	\$155.56
15. CONTENT MANIPULATION 1.00 EA \$0.00			\$0.00	\$0.00	\$0.00	-\$0.00	\$0.00
Totals			\$232.56	\$242.61	\$6,492.28	-\$524.39	\$5,967.89

Base Service Charge	Taxes	Replacement Cost Total	Depreciation	Actual Cash Value
\$232.56	\$242.61	\$6,492.28	-\$524.39	\$5,967.89
Estimate Totals				
\$232.56	\$242.61	\$6,492.28	-\$524.39	\$5,967.89



American Family Insurance Group

Insured: SWENDROWSKI, GERALD
3324 S 86TH ST
MILWAUKEE, WI 53221

Phone: (414) 327-0173

Claim Rep.: Gail Perla

Claim Number: 00831011912 Policy Number: 48DK136001 Type of Loss: Water/Plumbing

Coverage	Deductible	Policy Limit
Dwelling	\$100.00	\$130,300.00
Contents	\$0.00	\$65,200.00

Date Contacted: 7/9/2009 10:00 AM
Date of Loss: 7/9/2009 7:00 AM

Price List: WIMWSB JUL09
Restoration/Service/Remodel

Sales Taxes: Material Sales Tax @ 5.600%
Services Mat'l Tax @ 5.600%
Service Sales Tax @ 5.600%

Estimate Recap

Description	RCV	Recoverable Depreciation	Non-recoverable Depreciation	ACV
Main Level - basement	6,492.28	(524.39)	<0.00>	5,967.89
Total of Areas	6,492.28	(524.39)	<0.00>	5,967.89

Furnace, washer, dryer, hot water heater items open...any other mechanicals which may malfunction due to damage, could not be estimated at the time of this printing.

There may also be personal property damaged once sand and water cleaned up.



American Family Insurance Group

July 09, 2009

SWENDROWSKI, GERALD
3324 S 86TH ST
MILWAUKEE, WI 53227-4622

Claim Number: 00831011912
Date of Loss: 7/9/2009

The attached estimate of damages has been prepared for your property. The estimate has used common prices for labor and material from your area.

Enclosed is our draft for the actual cash value (today's replacement cost less depreciation) of your damaged property. For Dwelling and Structure damages, we may have included your mortgage company on the draft as required by your policy.

Summary For Dwelling

Replacement Cost Value	Less Recoverable Depreciation	Less Non Recoverable Depreciation	Actual Cash Value (ACV)
\$6,492.28	(\$524.39)		\$5,967.89
Less Deductible			(\$100.00)
Total ACV Settlement			<u>\$5,867.89</u>

See the enclosed estimate for details of your settlement which may include other itemized details not shown above.

If you wish to make a claim for the recoverable depreciation amount, you must do **TWO** things:

1. You must have the item(s) replaced or repaired within one year from your date of loss. *Exception: Georgia and Washington policies **ONLY** - Please refer to your policy language as well as the section of this estimate titled Claiming Recoverable Depreciation following the Estimate Recap or Coverage Limit Details sections.
2. You must submit a final repair bill or purchase receipt showing the item(s) has been repaired or replaced.

The attached estimate is what we expect to be the reasonable cost to repair or replace the property. This estimate may not include permit fees. If total charges for repair/replacement plus permits exceed the amount shown here for that repair/replacement, prior to any deductible, then additional amounts may be payable. If the actual cost is more or less, the final payment will be adjusted accordingly. If you wish, you may repair or replace with higher quality items, however, you will be responsible for any increase in cost.

Please refer to your policy under either **CONDITIONS - SECTION I** or **HOW WE SETTLE LOSSES - SECTION I** for further details on determining your loss settlement.

July 9, 2009

Gerald Swendrowski
3324 S 86th St
Milwaukee, WI 53227

RE: Claim No.: 00-831-011912
Insured: Geralk Swendrowski
Date of Loss: July 9, 2009

Dear Gerald Swendrowski:

We have received notification of your loss regarding sewer drain back up damage to your property. Based on our investigation regarding the cause of loss and information you provided, there is no coverage for this type of claim under your American Family Insurance Homeowner's Policy. We refer you to the following parts of your policy of insurance.

Your Homeowner's Policy states:

PERILS INSURED AGAINST - SECTION I

14. **Accidental Discharge or Overflow of Water or Steam** from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance.
(Gutters and down spouts are not part of a plumbing system). **We** do not cover loss:
- e. caused by or resulting from water 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.

"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.

We do cover direct loss that follows, caused by fire or explosion."

The action of American Family in denying your claim for the foregoing reasons should not be construed as a waiver of these or any other rights, defenses or policy limitations which may now exist or come to exist in the future. If you have any additional questions or concerns, or information you wish us to consider, please contact us at 414-525-9113.

Respectfully,



Gail A. Perla
Property Claim Examiner
American Family Insurance Company
Phone: (414) 525-9113
E-mail: gperla@amfam.com



American Family Insurance Group

American Family Insurance appreciates your business.

Thank You,
Gail Perla



PLUMBING,
HEATING AND
AIR CONDITIONING
414-771-7744

INVOICE

5090 S. Small Rd., New Berlin, WI 53151
loufennig@wi.rr.com

DATE	12/4/10
STARTING DATE	12/1/10
MECHANIC	Lois
HELPER	

PHONE	327-0173	CELL PHONE	
BILL TO	Post Swendrowski		
ADDRESS	3324 S 86th		
CITY	Milwaukee WI		
JOB NAME AND LOCATION			
JOB PHONE			

DESCRIPTION OF WORK:
Ington New Braun Pro
50 Garden Spear base water
Heater

Complete #101900
P/C# 2870

TOTAL MATERIALS	
TOTAL LABOR	
TAX	
TOTAL AMOUNT \$	
Payment due upon receipt	

Signature _____
I hereby acknowledge the satisfactory completion of the above described work.



INVOICE #

BLAU PLUMBING INC.

PLUMBING, HEATING, AIR CONDITIONING, ELECTRICAL, DRAIN CLEANING

12221 WEST FAIRVIEW AVE. • MILWAUKEE, WI 53226 • WISCONSIN MASTER PLUMBER'S LICENSE NO. 139992 MASTER ELECTRICIAN NO. 979322

PHONE 1-800-BLAU-NOW

(1-800-252-8669)

31494

SERVICE WORK ORDER

S.C. No. <u>235245</u>	C. No. _____	Date <u>07/09/09</u>
Owner's Name <u>Gerald S. Szwedkowski</u>	Owner's Address <u>3324 S 86th St</u>	Jub Phone _____
Owner's PH: <u>414-327-0173</u>	City <u>Milwaukee</u>	Job Location _____
Business PH: _____	State <u>WI</u> Zip <u>53227</u>	Occupant's Name _____
Cell PH: _____		

DIAGNOSTIC PROPOSAL

PROPOSAL 2

Perform Diagnostic Work to determine the repair and/or replacement solution to the reported problems.

QUOTED \$ _____ PER QUARTER (1/4) HOUR

START TIME _____ END TIME _____ CUST. INITIAL _____

PROPOSAL 1

Furnish + install a Bradford White M1 50 gallon gas water heater. Pull permit, remove scrap. 6yr tank, 6yr parts. Limited warranties.

Task # 30349 Priority Price 1896.- Neighborhood Price 1707.-

Same as proposal 1 except to follow.

PROPOSAL 3

(A) 1 year tank warranty & 95.-
(B) Lifetime tank warranty & 79.-

Task # _____ Priority Price _____ Neighborhood Price _____

NEIGHBORHOOD SERVICE PRICE - Our discounted price, offered when our customer chooses to wait for service on the day of the week we are working in their zip-code area.
PRIORITY SERVICE PRICE - Our Premium Service price, offered when our customer chooses not to wait for service on the day of the week we are working in their zip-code area.

FIXED PRICE CONTRACT SUMMARY & AUTHORIZATION

Perform Work Per Proposal (s) # _____ QUOTED PRICE IS \$ _____ Plus TRUCK CHARGE of \$ 29.-
and TAX \$ _____ For a TOTAL CONTRACT PRICE of \$ _____ Start / Completion Date (s): _____

PROPOSED WORK: Blau will attempt to run a cable through the _____ drain from the _____ to the _____ in an effort to clear a stoppage. This proposal includes up to _____ hour(s) of time and up to _____ feet of cable. QUOTED PRICE is \$ _____ Plus TRUCK CHARGE of \$ _____ and TAX \$ _____. IF NEEDED, Added Cable will be charged at a rate of \$ _____ per foot; Added time will be charged at a rate of \$ _____ per hour.

These Rates are for: ☐ Priority Service ☐ Neighborhood Service ☐ Preferred Customer ☐ Overtime Service. Start / Completion Date (s): _____

Other Terms / Major Item Description:

Water heater was flooded by sewer line back-up from city sewer. Found water height covered flame arrestor and burners. Per S.A.M.A. flooded equipment must be replaced.

The undersigned represents that s/he is the owner of the property or the owner's agent, and has the authority to order said work. Blau hereby discloses and the undersigned, (hereinafter "Owner") hereby acknowledges that aged and deteriorated plumbing fixtures, piping, and appurtenances may no longer be serviceable. Owner hereby agrees to hold Blau harmless from and defend Blau against any and all claims or liability for damage to those items or otherwise resulting from conventional repair efforts. FOR DRAIN CLEANING WORK, Blau discloses and undersigned, (hereinafter "Owner") accepts that in some cases the proposed work will not open the drain due to circumstances beyond Blau's control (e.g., collapsed lines, improper installation, excessive root infestation, hardened chemical stoppages, inadequate cleanout access). Should this occur, Owner nevertheless agrees to pay for the work performed (as described above). Blau further states and Owner recognizes that there may be other service providers willing to perform this work at a lower price. Owner understands that s/he has the option of seeking other bld before authorizing this work. Owner hereby authorizes the work as described above and agrees to all terms and conditions stated on both sides of the form. Owner agrees to pay for all work, goods, and services received upon commencement of the work. A \$25 fee will be charged for all checks that are returned NSF or Closed Account. A late charge of 1-1/2% per month (18% per year) will be charged for all balances 30 days or more past due. These amounts are in addition to any other amounts Blau is entitled to receive.

PAID BY ☒ Cash ☐ Check No. 2889 ☐ Credit Card Preauthorization # _____ Tune _____ Service Tech's Name Therese

Print Name _____

PERMIT REQUIRED YES ☐ NO ☒SIGNATURE X _____ DATE _____ TIME: _____ ☐ A.M. ☐ REMOVE SCRAP ☐ P.M. ☐ LEAVE SCRAP

DRAIN INFORMATION

☐ Sewer ☐ Toilet ☐ Laundry Tub ☐ Disposal ☐ Catch Basin ☐ Sink ☐ Under floor ☐ Urinal ☐ Basin ☐ Grease Trap ☐ Bath Tub ☐ Conductor ☐ Other _____Stoppage At: _____ Total Cable Run: _____ Cable Size: _____ Final Cutter Used: ☐ Exp ☐ Shark ☐ Spade ☐ AugerRoots: ☐ Light ☐ Medium ☐ Heavy ☐ Other Describe: _____ ROOT-X TREATMENT OFFERED ☐ YES ☐ NO ACCEPTED ☐ YES ☐ NOClean Out: ☐ Shunted ☐ Vertical ☐ Stuck ☐ Deck ☐ Conductor ☐ Floor Drain ☐ Trap ☐ Other, Describe: _____

HVAC EQUIPMENT

FUEL TYPE ☐ GAS ☐ OIL ☐ L.P. ☐ ELECT. DIST. TYPE ☐ AIR ☐ G ☐ F ☐ HYDR ☐ G ☐ F ☐ STEAM • C.O. READING _____ PPM

BRAND _____ MODEL # _____ SER. # _____ APPROX. AGE _____

Cent. A/C - Y - N; Humidifier - Y - N; Filter Type/Size _____; COMB. AIR NEEDED _____ C.F.; AVAILABLE _____ C.F.; PASS - FAIL