

A Resolution Establishing a No-Fault Sanitary Sewer Backup Damage Reimbursement Policy.

WHEREAS, the City of Whitewater has determined that it is necessary to increase citizen awareness of the operational dynamics of wastewater collection systems and their responsibilities relative to maintenance and protection against potential property damage from sewer backups, and

WHEREAS, the City of Whitewater is responsible for maintaining sewer mains, manholes, pump stations and force mains that are in City rights-of-way and on City property, and

WHEREAS, the City of Whitewater expends significant resources, through an extensive preventive maintenance program, to keep the sewer system in a good state of repair. Occasionally, however, forces of nature or conditions develop within the system that may cause sewage to back up into a residence or business which are beyond the City's control, and

WHEREAS, the City of Whitewater desires to reduce health hazards by encouraging property owners who have experienced a sewer backup to get it appropriately cleaned up as quickly as possible, and

WHEREAS, the City of Whitewater desires to provide a method for assisting homeowners with the financial burden of a sewer backup even when the City is not legally liable for the resulting damage.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Whitewater that the City will reimburse sanitary sewer customers as set forth in the City's No-Fault Sanitary Sewer Backup Damage Reimbursement Policy.

Resolution introduced by Councilmember Kidd, who moved its adoption. Seconded by Councilmember Binnie. AYES: Wellnitz, Grady, Binnie, Goettl, Singer, Kidd. NOES: None. ABSENT: None. ADOPTED: April 7, 2016.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

City of Whitewater
No-Fault Sanitary Sewer Backup Damage Reimbursement Policy

This Policy is a result of, and authorized by, City of Whitewater Common Council Resolution Number 2016-_____

1. GENERAL

1.1 This Policy is intended to increase citizen awareness of the operational dynamics of wastewater collection systems and their responsibilities relative to maintenance and protection against potential property damage from sewer backups. In addition, this policy provides for limited assistance to individuals who have experienced property damage as a direct result of backup of the City's sanitary sewer system even if it is determined the City is not at fault. It is intended to cover isolated incidents and does not cover multiple claims from widespread damage as a result of forces of nature or other situations out of the City's control.

1.2 The City is responsible for maintaining sewer mains, manholes, pump stations and force mains that are in City rights-of-way and on City property. Maintenance of sewer service lines from the City-owned system to the property owner's structure is the responsibility of the property owner.

1.3 The Wastewater Department expends significant resources, through an extensive preventive maintenance program, to keep the sewer system in a good state of repair. Occasionally, however, forces of nature or conditions develop within the system that may cause sewage to back up into a residence or business which is beyond the City's control and which is not an incident in which the City bears responsibility or legal liability.

1.4 For the purpose of this Policy, the term "no-fault" means without the legal fault of the City and without any cause attributable to the property owner. The intent of this Policy is for the City to reimburse (a) property owner(s), up to the limit(s) established in this Policy, for clean-up costs and repairs to buildings for damages resulting from a City sanitary sewer backup irrespective of whether the City was legally negligent or legally liable for those damages under the controlling provisions of law.

1.5 For the purpose of this Policy the term "sanitary sewer backup" or "sewer backup" means any backup of sewage from the City owned and maintained sanitary sewer or sewer force main system. It does not include stormwater backups or backups caused in areas that are the responsibility of the property owner.

1.6 Overflowing drains and toilets as a result of water running in the house or business is not considered a backup from the City's sewer system, i.e., if there is a pipe blockage, and the resident continues to flush toilets and run water causing an overflow, it is not considered a sewer backup under the definitions of this policy.

1.7 Any kind of damage caused by the potable water system within the structure, including overflows of sinks, toilets, tubs, showers, washing machines or broken water tanks and pipes is not covered by this policy.

2. PURPOSE

2.1 This Policy is intended to:

- A. Reduce health hazards by encouraging property owners who have experienced a sewer backup to get it appropriately cleaned up as quickly as possible.
- B. Provide a method for assisting homeowners with the financial burden of a sewer backup even when the City is not legally liable for the resulting damage.
- C. Educate the public as to the City's limitation of liability and the responsibility and options of residents to protect their own assets.

2.2 The City shall be the sole and exclusive judge of the claims submitted under this Policy and the payments made hereunder are not entitlements, but are intended to be made in the nature of "courtesy" or "good will" payments and are made subject to fund availability.

3. COMMUNICATION

3.1 To enhance public education, City Staff may develop an educational program designed to inform the public as to the inherent vulnerabilities of wastewater collection systems and what the public can do to protect their health and property from damage from potential sewer backups. This information may be disseminated through various methods available to the City including, but not limited to, websites, newsletters, public speaking events, advertisements and utility bill inserts.

4. PROGRAM

4.1 As part of the contract for the provision of sewer services to the customers of the City, and in consideration of payment of sewer bills, the City agrees to reimburse its sanitary sewer customers for ~~up to \$7,500~~ of cleanup costs, property damages, and mechanical equipment, essential to the habitation of the residence, caused by a sanitary sewer backup, irrespective of whether the City is legally liable for those damages. Included in the \$7,500 limit is reimbursement of personal property and/or possessions, up to \$1,000. The program will have an annual aggregate limit of \$30,000 per all occurrences. Reimbursement is subject to the following conditions:

- A. The backup must have resulted from a condition in the City's sanitary sewer system or lines and not from a condition in a private line.

- B. The backup must not have been caused by catastrophic weather or other event for which Federal Emergency Management Assistance is available.
- C. The backup must not have been caused by an interruption in electric power to the City's sewer system or to any other City lift station.
- E. ~~The City will not reimburse any costs which have been or are eligible to be covered under the property owner's homeowners or other property insurance.~~
- F. The maximum amount that the City will reimburse is a ~~one-time amount of up to \$7,500 per sewer lateral~~, provided there has been no change in ownership since the last paid claim. In this regard, a structure or group of structures served by a single connection to the City's sewer system is considered a single lateral.
- G. Coverage under said policy shall only be extended to customers of the City of Whitewater wastewater collection system.
- I. All claims for reimbursement under this Policy must be submitted to the City Clerk ~~within one hundred twenty (120) days after the incident occurs.~~
- J. The Finance Director may refer claims for reimbursement to an independent insurance adjuster for investigation, recommendation, and compensability determination on an as needed basis.
- K. The determination as to whether to make payment for loss under this Policy shall be based on the following criteria:
 - 1. Whether an eligible claimant suffered an otherwise uninsured property loss, caused by breach or backup of a City-owned sanitary sewer line, under circumstances where the claimant acted responsibly to avoid the loss; and
 - 2. If so, whether the extent of the loss has been adequately substantiated.
 - 3. The following shall result in the denial of a claim:
 - (a) Claim not timely submitted;
 - (b) Loss fully covered by private insurance;
 - (c) Claimant ineligible under the terms of this policy;
 - (d) Loss caused by an irresponsible act of the claimant, claimant's employee or agent, or member of claimant's household;
 - (f) Loss eligibility unsubstantiated;
 - (g) Any other conditions or criteria determined as appropriate by the City.
 - 4. The following shall result in reduction of payment:
 - (a) Loss partially covered by private insurance;
 - (b) Loss exceeds funding limits of this Policy/Resolution;
 - (c) Verification of loss inadequate or incomplete;
 - (d) Claimant did not cause the problem but failed to act responsibly to minimize the loss;
 - (e) ~~Property sewer bills are not current;~~

- (f) ~~There exist outstanding amounts owed to the City associated with the property or property owner (any payment by the City will be reduced by outstanding amounts owed);~~
- (g) Loss for an occurrence exceeds financial parameters established by the City Council;
- (h) Any other conditions or criteria determined as appropriate by the City.

- L. A property owner receiving reimbursement under this program may be encouraged to install a sewer backflow prevention device. The cost of the device and its installation is eligible for reimbursement under this program.
- M. Tenant and Property Owner Claims: Claims from a tenant and property owner that were affected by the same backup will be received separately, but will jointly be restricted to the \$7,500 limit including no more than \$1,000 for personal property and possessions. The City will determine a fair and equitable way of allocating the funds per lateral.
- N. Cleanup costs and real property damages are reimbursable up to one-hundred percent (100%) of the cost. Mechanical equipment essential to the habitation of the residence is reimbursable up to fair market value, as determined by the City. Personal property and possessions are reimbursable up to fifty percent (50%) of replacement cost, as determined by the City.

4.2 Cleanup of Real and Personal Property:

- A. Upon discovering a break, leak, backup or other failure of City facilities, or any damage resulting from the same, ~~a property owner shall immediately notify the Public Works Wastewater Utility of such event.~~
- B. Upon notification of the occurrence of the event, Public Works will respond as determined appropriate and as resources allow.
- C. To request reimbursement for damaged property or other loss, related to a sewer backup, the property owner must complete a Notice of Claim form and file it with the City Clerk. Once the claim is filed, City staff and the City's agents will review and investigate it, and determine compensability.
- D. ~~In the event the property owner engages the services of a cleanup/mitigation contractor the City may reimburse the property owner for actual expenses incurred by the property owner, but only up to the amount the City or its agents determine is reasonable and appropriate. All documentation of loss, damage, and mitigation expenses must be provided to the City or its agents in a media and format requested by the City or its agents.~~
- E. This Policy does not cover alleged damages for personal injury.

F. In no event shall the reimbursement total exceed \$7,500 per lateral for cleanup, other mitigation services, repair, and damaged real or personal property.

4.3. This is a one-time sewer backup reimbursement. This reimbursement applies to a building and the property owner(s) at the time of the event. Subsequent sewer backups at building, while owned by the same property owner(s), will not be eligible for reimbursement.

4.4 Payment does not imply liability.

A. Any payment made under this Policy shall not be construed as an admission of nor does it imply any negligence or responsibility on the part of the City for such damage. Any payment made under this Policy is strictly voluntary on the part of the City.

B. Any payment made under this Policy and accepted shall constitute a full and complete release of any and all claims against the City, its officers, employees and agents arising from the incident. No payments shall be made unless the appropriate parties sign a release, approved by the City Attorney, of all claims against the City.

4.5. Notwithstanding any other provisions of this Policy, no claim shall be accepted from the United States or any of its departments or agencies, the state or any political subdivision, the University of Wisconsin-Whitewater, the Whitewater Unified School District, or any other taxing district.

CITY OF WHITEWATER

NOTICE OF CLAIM

Name: Jorge Islas Martinez
Address: 0303 S. Summit St.
Whitewater, WI 53190
Phone: 414-418-8424

Incident/Accident Information
Date: 8/29/2024
Time: 6:00 p.m.
Place: _____

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary.) For auto damages, attach a copy of police report, if any, and attach a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury and whether or not medical attention was given and give the name of the physician. Also identify any witnesses to the incident/accident.

The sewer water damaged the carpet and the
wood floor was in the basement.

Signed: Jorge Islas Date: 10/7/24

CLAIM

(NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the City/Village at any time consistent with the applicable statute of limitations. However, in order for the City/Village to formally accept or deny your claim at this time, the following claim must be completed and signed.)

The undersigned hereby makes a claim against the City/Village of arising out of the circumstances described above in the amount of \$17,055.00

To process this claim it is necessary to detail all damages being sought.

Signed: Jorge Islas Date: 10/7/24
Address: 303 S. Summit St Whitewater, WI
53190

CS Cleaning and Supply Co., INC.

46 E. Rockwell Ave.
Fort Atkinson, WI. 53538
OFFICE: (920) 563-7293
CELL: (608) 577-0687

Jorge Islas Martinez sewage/ mold remediation Proposal

8th October 2024

OVERVIEW

This proposal is for the services discussed and listed below. Sewage and mold remediation.

SCOPE OF WORK TO BE DONE

Demo and Cleaning/ Sanitizing (phase 1)

1. **\$3900.00** Demolition and removal of entire basement level flooring including the 4 inch rise in the flooring. Removal of any contaminated trim that cannot be cleaned.
2. **\$2080.00** Removal of drywall and insulation that is wet or contains mold or sewage. (basement level only)
3. **\$3120.00** Washing and Sanitizing the floors and walls
4. **\$450.00** Roll off dumpster Rental Fee
5. **\$900.00** (4x Dryers at \$45 per day - 5 days)
6. **\$1950.00** (2 Industrial DH units at \$195 per day - 5 days)

Total Cost of phase 1: \$12,400.00

Replacement of Insulation and Drywall repair work, and Painting (phase 2)

1. **\$650.00** Install new insulation in the basement where the moldy drywall is removed only (includes materials)
2. **\$2145.00** Patch in new drywall in the basement where the moldy drywall was removed only, then tape and mud (includes materials)
3. **\$1860.00** Apply 1 coat of white paint on basement walls only (includes materials)

Total Cost of Phase 2: \$4655.00

Rebuild Subfloor and Flooring (phase 3)

1. Rebuild raised subfloor in entire basement (TBD)
2. Replace flooring throughout basement (TBD)
3. Replace any wood trim that couldn't be saved (TBD)

I can find the correct subs to get phase 3 done. Price will be determined after talking to subs.

Note:

Cost below includes the scope of work listed above for phase 1 and 2 only.

Cost does not include pulling any permits if needed, this will increase the amount to reflect the permits required for the job.

I would require 50% down before work begins (\$8,527.50 if phase 1 and 2)

TOTAL COST FOR PHASE 1 AND 2

\$17,055.00

Service to be provided at:

Jorge Islas Martinez

303 S. Summit St

Whitewater, WI. 53190

joislas_m@hotmail.com

414-418-8424



Rachelle Blitch
Director of Financial and
Administrative Services
P.O. Box 690
Whitewater, WI 53190

Phone: (262) 473-1380
Email: rblitch@whitewater-wi.gov

November 20, 2024

Jorge Islas Martinez
303 S. Summit St.
Whitewater, WI 53190

Re: Notice of Claim

Jorge,

We have received your claim regarding a sewer backup incident that occurred on August 29, 2024. As outlined in the City's No-Fault Sanitary Sewer Backup Damage Reimbursement Policy, reimbursement of up to \$7,500 is available to sanitary sewer customers for cleanup costs, property damages, and essential mechanical equipment necessary for residential habitation resulting from a sanitary sewer backup. Please note, however, that the City cannot reimburse costs that are covered or eligible for coverage under the property owner's homeowners or other property insurance policies.

If a property owner utilizes the services of a cleanup or mitigation contractor, the City may reimburse actual expenses incurred. To qualify, all documentation related to losses, damages, and mitigation expenses must be submitted to the City.

At this time, we have only received a remediation proposal. To proceed with reimbursement for any incurred costs, please provide the following documents to the Finance Department:

1. A letter or notice from your homeowners insurance provider confirming that the damages are not covered by your policy or specifying the extent of coverage, including details of any deductibles.
2. Receipts or proof of payment for the services rendered.

Once these documents are received, the City will process your reimbursement request. Should you have any questions or require assistance, please do not hesitate to contact my office.

Thank you,

Rachelle Blitch,
Director of Financial and Administrative Services

Sewer Report Form

24-7

Report Type (circle one): Sewer Complaint / In-House Cleaning

Date: 8-29-24 From MH 45-7 To MH 44-7

Time of Call: 7:21 pm Operators who Responded: TE / IC

On Scene Arrival Time: 7:55 pm On Scene End Time: 8:25 pm

Complainant: George Islar (his rental house)

Address: 303 S Summit

Phone: 414. 418. 8424

Description of problem: Basement backup

Initial Observation: We arrived and opened MH 45-7
there was sewage backup in the MH.

Remedy: We jitted from MH 44-7 to 45-7 and
the water level went down



Follow Up: YES, owner needs to be contacted
and instructed on the "no-fault insurance"
policy and how to proceed moving forward.

Completed By: Yanis Zeb Date: 8-30-24
Supervisor: Lu Mill Date: 9-3-24

Public – Basement Backup

Private – Basement Backup

Public – Other

Private – Other

Comments:

Called the Homeowner at 8:00 am on 8/30 and
left a voicemail explaining they would need to
keep receipts + documentation of costs if they wish
to make a claim. I informed them that they would
need to then file the claim through city clerk.
I gave them my work cell + desktop number to
call if they had any questions - BM



Toll Free: (800) 435-7764
 Email: myclaim@farmersinsurance.com
 National Document Center
 P.O. Box 268992
 Oklahoma City, OK. 73126-8992
 Fax: (877) 217-1389

12/16/2024

Self Insured
 Attn: City Of Whitewater
 312 W. Whitewater St.
 Whitewater, WI 53190

Our Insured: Jorge Islas-Martinez
 Our Claim #: 099 SUB 7008257895-1
 Date of Loss: 08/29/2024
 Your Insured: City Of Whitewater
 Your Claim #: TBD
 Amount Owed: \$2,500.00

Dear City Of Whitewater:

We have made payment to our insured for the damage. By virtue of our subrogation rights this letter is to advise you that we are seeking reimbursement from you for the amount of damages. On the date of loss, our insured suffered water damage to their property located at 303 S Summit St in Whitewater, WI 53190 as a result of a backup from the City Sewer.

Be aware that no partial payment to Fire Insurance Exchange that is less than the full amount claimed herein will be considered in any way an acceptance of benefits, a novation or an accord and satisfaction of this claim without the express written release of our claim executed by an individual who is a member of our subrogation department. Therefore, our legal rights to enforce collection on the remaining amount of the claim shall not be waived or estopped due to a partial payment by you or someone acting on your behalf.

It is our desire to settle this claim without causing you the additional time and cost of litigation or arbitration. After reviewing the enclosed, please call me 512-533-8816 to discuss resolving this matter. If additional support for our claim is required, please let me know so the requested information can be sent to you.

Please send payment to:

Fire Insurance Exchange
 Cash Receipts Department
 PO Box 268992
 Oklahoma City, Ok 73126-8992

Thank you,

Toni Wagner
 Property Subrogation Representative

Fire Insurance Exchange
512-533-8816

NOTICE OF CLAIM

Name: Jorge Izlas Martinez
Address: 307 S Summit St
Whitewater, WI 53190
Phone: 414 418 8424

Incident/Accident Information
Date: 8/29/2024
Time: 6:00 p.m.
Place: _____

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary.) For auto damages, attach a copy of police report, if any, and attach a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury and whether or not medical attention was given and give the name of the physician. Also identify any witnesses to the incident/accident.

The sewer water damaged the carpet and the wood floor was in the basement.

Signed: Jorge Izlas

Date: 10/7/24

CLAIM

(NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the City/Village at any time consistent with the applicable statute of limitations. However, in order for the City/Village to formally accept or deny your claim at this time, the following claim must be completed and signed.)

The undersigned hereby makes a claim against the City/Village of arising out of the circumstances described above in the amount of \$17,055.00

To process this claim it is necessary to detail all damages being sought:

Signed: Jorge Izlas
Address: 307 S Summit St Whitewater, WI
53190

Date: 10/7/24

Payment Log



Claim Number : 7008257895-1
 Date of Loss : 08/29/24
 Insured's Name : Jorge Islas-martinez

Benefit Type :	Sewer and Drain					
Check Number	Service From Date	Service To Date	Payee	Date Issued	Date Paid	Benefit Paid
1640914027			Jorge Islas-martinez	11/04/24	11/07/24	\$2500.00

Benefit Type Total	\$2,500.00
--------------------	------------

Total Amount	\$2,500.00
--------------	------------





Toll Free: (800) 435-7764
Email: myclaim@farmersinsurance.com
Please include your claim # on any correspondence
National Document Center
P.O. Box 268994
Oklahoma City, OK 73126-8994
www.farmers.com/claimstatus

November 4, 2024

JORGE ISLAS-MARTINEZ
303 S SUMMIT ST
WHITEWATER WI 53190-1734

RE:	Insured:	Jorge Islas-Martinez
	Claim Number:	7008257895-1
	Policy Number:	0911873044
	Loss Date:	08/29/2024
	Location of Loss:	303 S Summit St, Whitewater, WI
	Subject:	Settlement Notice

Dear Jorge Islas-Martinez:

Thank you for being a valued customer. We'll issue your claim payment(s) through the method you select to receive your funds.

I have issued your **Sewer & Drain Back Up** endorsement policy limit in the amount of \$2,500.00.

Further claim related information can be found on the included Additional Information page.

The amount of your loss that exceeded the limit was enough to cover the entire deductible amount.

We've completed the adjustment of your loss and we are closing your claim. Closing your claim does not affect processing payments for recoverable depreciation, or outstanding payment for any other covered part of the claim that has already been accepted and adjusted. Closing your claim does not prevent you from providing us with additional information, including supplemental claims and requests for recoverable depreciation, within the time limits stated in your policy. We will inform you in writing if any such additional information results in reopening your claim.

We encourage you to visit www.farmers.com to learn more about our self-service options available to you, including the ability to view your claim status, upload documents and photos and find local service providers.

If you have any questions, please contact me.

Thank you.

Patrick Wright
Special Office Claims Representative
(913) 234-4743
Fire Insurance Exchange

Email communications are preferred and should be sent to myclaim@farmersinsurance.com. If hard copies of communications are required, they should be sent to our National Document Center at P.O. Box 268994, Oklahoma City, OK 73126-8994.

Payment Reference Number(s): 1640914027

Additional Information

Settlement information:

Actual cash value is based on replacement cost less any applicable depreciation for age, useful life and condition.

Labor, taxes and other fees and expenses have also been depreciated if not prohibited by your state. To recover depreciation, please send us a copy of any invoices or receipts that demonstrate replacement or repairs. We believe our estimate reflects the reasonable cost necessary to repair or replace the covered damages. Please let us know immediately if you disagree. We'll reimburse you for the full replacement cost reasonably paid to repair or replace the covered damages or any applicable policy limits.

Any deductible amount will be applied according to policy provisions.

Legal Notice(s):

We reserve all rights and defenses under the policy and law and no activity on our part should be construed as a waiver. Even though only parts of the policy may be mentioned or quoted in this letter, additional portions if found to be relevant will be applied.

Please note there are time limits set forth in the Conditions ("Lawsuits Against Us" or "Legal Action Against Us" or "Suit Against Us") section of the policy which, depending on your state, may affect the time within which you may pursue your claim. This period may have been extended by statute or case law.

CS Cleaning and Supply Co., INC.

46 E. Rockwell Ave.

Fort Atkinson, WI. 53538

OFFICE: (920) 563-7293

CELL: (608) 577-0687

Jorge Islas Martinez sewage/ mold remediation Proposal

8th October 2024

OVERVIEW

This proposal is for the services discussed and listed below. Sewage and mold remediation.

SCOPE OF WORK TO BE DONE

Demo and Cleaning/ Sanitizing (phase 1)

1. **\$3900.00** Demolition and removal of entire basement level flooring including the 4 inch rise in the flooring. Removal of any contaminated trim that cannot be cleaned.
2. **\$2080.00** Removal of drywall and insulation that is wet or contains mold or sewage. (basement level only)
3. **\$3120.00** Washing and Sanitizing the floors and walls
4. **\$450.00** Roll off dumpster Rental Fee
5. **\$900.00** (4x Dryers at \$45 per day - 5 days)
6. **\$1950.00** (2 Industrial DH units at \$195 per day - 5 days)

Total Cost of phase 1: \$12,400.00

Replacement of Insulation and Drywall repair work, and Painting (phase 2)

1. **\$650.00** Install new insulation in the basement where the moldy drywall is removed only (includes materials)
2. **\$2145.00** Patch in new drywall in the basement where the moldy drywall was removed only, then tape and mud (includes materials)
3. **\$1860.00** Apply 1 coat of white paint on basement walls only (includes materials)

Total Cost of Phase 2: \$4655.00

Rebuild Subfloor and Flooring (phase 3)

1. Rebuild raised subfloor in entire basement (TBD)
2. Replace flooring throughout basement (TBD)
3. Replace any wood trim that couldn't be saved (TBD)

I can find the correct subs to get phase 3 done. Price will be determined after talking to subs.

Note:

Cost below includes the scope of work listed above for phase 1 and 2 only.

Cost does not include pulling any permits if needed, this will increase the amount to reflect the permits required for the job.

I would require 50% down before work begins (\$8,527.50 if phase 1 and 2)

TOTAL COST FOR PHASE 1 AND 2

\$17,055.00

Service to be provided at:

Jorge Islas Martinez

303 S. Summit St

Whitewater, WI. 53190

joislas_m@hotmail.com

414-418-8424





W-20 (2018)
 Form **Wage Payment Statement**
 For the year ending 12/31/2018
 Employer: **WORLDWIDE**
 Employee: **Jorge Martinez**
 Social Security Number: **123-45-6789**
 EIN: **12-3456789**

This form shows the total wages, salaries, and other compensation you received from the employer for the year. It also shows the amount of federal income tax withheld. The amount of state and local taxes withheld depends on the state and local laws. The amount of Social Security and Medicare taxes withheld depends on the Social Security and Medicare laws.

The amount of wages, salaries, and other compensation you received from the employer for the year is **\$12,345.67**. The amount of federal income tax withheld is **\$1,234.56**. The amount of state and local taxes withheld is **\$123.45**. The amount of Social Security and Medicare taxes withheld is **\$765.43**.

The amount of wages, salaries, and other compensation you received from the employer for the year is **\$12,345.67**. The amount of federal income tax withheld is **\$1,234.56**. The amount of state and local taxes withheld is **\$123.45**. The amount of Social Security and Medicare taxes withheld is **\$765.43**.

The amount of wages, salaries, and other compensation you received from the employer for the year is **\$12,345.67**. The amount of federal income tax withheld is **\$1,234.56**. The amount of state and local taxes withheld is **\$123.45**. The amount of Social Security and Medicare taxes withheld is **\$765.43**.

WORLDWIDE
 12345 Main Street
 Springfield, MA 01101
 Phone: (555) 123-4567
 Fax: (555) 987-6543

Jorge Martinez
 12345 Main Street
 Springfield, MA 01101
 Phone: (555) 123-4567
 Fax: (555) 987-6543

WORLDWIDE
 12345 Main Street
 Springfield, MA 01101
 Phone: (555) 123-4567
 Fax: (555) 987-6543

WORLDWIDE
 12345 Main Street
 Springfield, MA 01101
 Phone: (555) 123-4567
 Fax: (555) 987-6543



WORLDWIDE
 12345 Main Street
 Springfield, MA 01101
 Phone: (555) 123-4567
 Fax: (555) 987-6543

Jorge Martinez
 12345 Main Street
 Springfield, MA 01101
 Phone: (555) 123-4567
 Fax: (555) 987-6543

WORLDWIDE
 12345 Main Street
 Springfield, MA 01101
 Phone: (555) 123-4567
 Fax: (555) 987-6543

WORLDWIDE
 12345 Main Street
 Springfield, MA 01101
 Phone: (555) 123-4567
 Fax: (555) 987-6543

Rachelle Blich

From: Allison C. De Franze <allisond@cvmic.com>
Sent: Wednesday, December 18, 2024 12:07 PM
To: Rachelle Blich
Subject: Islas Martinez v City of Whitewater

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Rachelle,

I am in receipt of the sewer claim that has been filed by Jorge Islas-Martinez against the City of Whitewater. As you are aware, sewer issues are specifically excluded from coverage under Section VII (3) of the CVMIC GL policy, and as such, there is no coverage for this claim or any other claim arising out of this incident. The City of Whitewater is self-insured for this claim, and should the City decide to settle this matter, any settlement would be from City funds.

Though CVMIC generally recommends denial of sewer claims due to several applicable state immunities, I found out today that there is a City policy in place which reimburses homeowners for no-fault sanitary sewer backups.

I understand that the City is looking to reimburse Mr. Islas- Martinez for up to \$7500 of his claimed damages. I also understand that Mr. Islas-Martinez's insurance company, Farmers, has already paid him his \$2500 policy limit for damages. Therefore, Mr. Islas-Martinez is only eligible for \$5000 in direct reimbursement from the City.

However, it is my opinion that the City may now also have to re-pay Mr. Islas-Martinez's insurance carrier, despite the fact that the City policy indicates that it will not reimburse an insurance company. The City can choose to adhere to its policy, pay Mr. Martinez the remaining \$5000, and deny the carrier's claim, but will then likely be sued by the carrier.

I recommend payment of \$2500 to Farmers and payment of \$5000 to Mr. Islas-Martinez, once executed releases have been received from both parties.

Please let me know if you have any further questions or would like to discuss.

Thank you!