

**NOTICE OF CLAIM  
PURSUANT TO SECTION 893.80(1)(a), WISCONSIN STATUTES**

To: Ronald Leonhardt, City Clerk  
City of Milwaukee, Attn: Claims  
200 East Wells Street, Room 205  
Milwaukee, Wisconsin 53202-3567

CITY OF MILWAUKEE  
03 JAN -2 PM 1:24  
RONALD D. LEONHARDT  
CITY CLERK

PLEASE TAKE NOTICE that Jesse Peplinski, by his attorney, James T. Gray, hereby gives notice of the circumstances giving rise to the claim as follows:

1. That the claimant, Jesse Peplinski, is the owner of a residential home located at 3003 South 43<sup>rd</sup> Street, City of Milwaukee, County of Milwaukee, State of Wisconsin 53219 (hereinafter known as "Peplinski property").
2. That, upon information and belief, the City of Milwaukee is the owner of certain underground sanitary and storm drainage lines located at South 43<sup>rd</sup> Street and Manitoba Street. Further, upon information and belief, the City of Milwaukee, through and by its employees or agents, negligently constructed, connected and maintained the underground sanitary and storm drainage lines near and connected to the Peplinski property.
3. That, upon information and belief, the City of Milwaukee, through and by its employees or agents, negligently connected the underground sanitary and storm drainage lines located at South 43<sup>rd</sup> Street and Manitoba Street to the Peplinski property.
4. That as a direct and proximate result of the City of Milwaukee's negligence in failing to properly connect its underground sanitary and storm drainage lines to the Peplinski property, as referred to in paragraphs 2 and 3 of this notice, the claimant, Jesse Peplinski, and his property, suffered harm due to the backup of storm water into the Peplinski basement.
5. The claimant, Jesse Peplinski, discovered the City of Milwaukee's negligence regarding the improper connection of its underground sanitary and storm drainage lines to his property sometime in October, 2002, when he hired a contractor to make the necessary repairs and to ensure that all drainage lines were properly connected to his property.

CITY OF MILWAUKEE  
03 JAN -2 PM 4:03  
OFFICE OF  
CITY CLERK

6. The claimant, Jesse Peplinski, received three (3) estimates from City of Milwaukee contractors in order to make all and necessary repairs to his property on a timely basis as well as to mitigate all damages that could be sustained to his property resulting from the City of Milwaukee's negligence, as stated in paragraphs 2-4 of this Notice. A copy of the three (3) estimates obtained by the Claimant, Jesse Peplinski, are attached to this Notice as Exhibit "A."
7. The claimant, Jesse Peplinski, paid Badger Plumbing, Inc., which was the contractor providing the lowest bid, the sum of Five Thousand Seven Hundred Dollars (\$5,700.00), in order to complete all necessary repairs to his property and to ensure that the City of Milwaukee's underground sanitary and storm lines were properly connected to his property so as to prevent any future damage to his property.
8. That this notice of circumstances giving rise to a claim for liability against the City of Milwaukee is given pursuant to Section 893.80(1)(A), Wisconsin Statutes.

Dated this 31<sup>st</sup> day of December, 2002.

PIERSKI & GRAY, LLP  
Attorney for Jesse Peplinski, Claimant

By: 

James T. Gray  
State Bar Number: 1001248

Post Office Address:  
229 East Wisconsin Avenue, Suite 1102  
Milwaukee, Wisconsin 53202  
Telephone Number: 414-277-9701  
FAX Number: 414-277-9702

**BADGER PLUMBING INC.**

**PROPOSAL**

8718 W. LANCASTER AVENUE

MILWAUKEE, WI 53225

(414) 464-6760

No. 1

Date 10-25-02

Sheet No.

CITY OF MILWAUKEE RECEIVED  
03 JAN -2 PM 4:00

Proposal Submitted To:

Work To Be Performed At:

Name

Jesse Replinski

Street

3005 S. 43<sup>rd</sup>

City

Mil.

State

Wi.

Phone

328-4643 213-7355

Street

SAME

City

Date of Plans

Architect

03 JAN -2 PM 1:24  
CITY OF MILWAUKEE  
DONALD D. LEONHARDT  
CITY CLERK

We hereby propose to furnish the materials and perform the labor necessary for the completion of

- Connect sewer under basement floor to existing sanitary sewer under sidewalk.
- Connect downspout on north side of building to storm sewer
- Install standard sump crock on north wall and connect drain tile (if available). Run area drain at outside stairwell to crock.
- Supply 1/2 hp pump and run 1 1/2" line to storm sewer
- Replace sidewalk as necessary
- Plumbing and excavation permits
- Seal five downspouts • seal palmer valve on mess \$175 per valve

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Five thousand seven hundred <sup>00</sup> Dollars (\$ 5,700.<sup>00</sup> ) with payments to be made as follows: Two thousand down balance on completion.

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 contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted

Per

J. Powell  
Cellph. 322-2665

Note-This proposal may be withdrawn by us if not accepted within 30 days.

1% PER MONTH  
PLUS \$25.00 PER MONTH  
HANDLING & SERVICE CHARGE

EX-111

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. As required by the Wisconsin Construction Lien Law, Builder hereby notifies owner payments will be made for his materials for the construction 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 builder, are those who contract directly with the owner or those who give the owner notice within 60 days 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 mortgage lender. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

Signature

Jesse Replinski 10/30/02

Signature

**Gene A. Wagner Plumbing Co., Inc.**

**2017 So. 60th St.**

**Milwaukee, Wi. 53219**

**Phone : 414-541-9217**

**Fax : 414-541-9486**

**Master Plumbers Lic # 222399**

## **Contract**

**Page 1 of 3**

**Date : October 31, 2002**

Proposal submitted to:

**Jesse Peplinski  
3003 S. 43rd St.  
Milwaukee WI  
213-7355**

We Hereby submit specifications and estimates for:

### **Plumbing Alterations to Correct Plumbing Code Violations**

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

#### **Installation Of Clear Water Sump Pump And Crock**

- Contractor to bust concrete floor and install a 24"x36" fiberglass sump crock with a 1/2 HP submersible Jim Murray sump pump. This proposed sump crock is to be located near the interior north wall in area of floor drain and exterior staircase drain. Contractor to connect the present drain tile into this proposed crock, and also the drain from the present area well drain.

- Contractor to discharge the sump pump into a proposed new storm sewer connection, west of the proposed sump crock in area, of the present location of water meter. The sump pump discharge shall be 1 1/2" schedule 40 PVC plastic pipe, with a check valve. The proposed storm sewer connection shall be 4" schedule 40 pipe. No electrical for the sump pump is included in this contract.

#### **Exterior Sanitary and Storm Sewer Alterations**

- Contractor to excavate at location where present storm sewer and sanitary sewer are presently connected, and separate storm sewer from sanitary sewer. Contractor to alter conductor piping on north side of home to terminate north conductor into present storm sewer under City of Milwaukee sidewalk area.

#### **Interior Main Sewer Cleanout**

- Contractor to bust basement floor and install a new sewer cleanout near present water meter.

#### **Seal Palmer Valves**

- Contractor shall bust concrete floor at floor drains that presently have palmer valves to accept the drain tile water. The palmer valves shall be sealed off to prevent clear water from entering the sanitary sewer system.

**Seal of Exterior Conductors**

- Contractor to seal off total of five conductors and shall install metal elbows and 5'0" extensions to each conductor sealed.

**City of Milwaukee Sidewalk**

- Contractor shall replace any City of Milwaukee sidewalk on the north side of home that is removed for this work, according to City of Milwaukee specifications.

**Basement Floor Patching**

- Contractor shall patch all areas of basement floor that is disrupted for this work.

**Landscaping**

- No landscaping of any kind is included in this contract or replacement of any grass, trees, shrubs, or plant life of any kind.

We Propose hereby to furnish material and labor - complete and in accordance with above specifications,

**For The Sum Of : Ten Thousand Eight Hundred Ninety Eight Dollars (\$10,898.00)**

**Terms : Net Upon Completion.**

This Proposal May be withdrawn if not accepted within 10 days.

Date : October 31, 2002

Authorized Signature \_\_\_\_\_

*Gene A. Wagner Rec. 10/31/02*  
Gene A. Wagner

**Upon Acceptance of This Contract, Return One Signed and Dated Copy to Contractor, and Keep Other Copy For Your Records.**

**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 outlined 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 building 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 (60) sixty 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 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 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 to 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 1/2% 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 and Material" basis. We also reserve the right to terminate and withdraw from this contract in the event of interference, unusual difficulties or unforeseen obstacles.

# HEIDEN PLUMBING CO. INC.

JOB COMPLETE?  Yes  No MATERIAL and/or TOOLS LEFT ON JOB?  Yes  No  
 DESCRIPTION OF WORK TO BE DONE TO COMPLETE JOB:

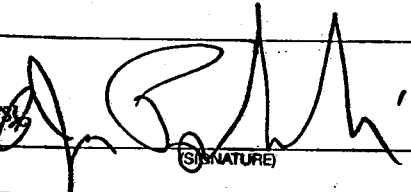
3003 South 43rd Street  
 Milwaukee, WI 53219

INVOICE DATE: 08/16/02  
 INVOICE NUMBER: 3083  
 ACCOUNT NUMBER: 00000000  
 ORDER NUMBER: 00000000

DIRECTION: 3003 South 43rd Street, Milwaukee  
 JOB LOCATION:

DATE: 8/16/02 SERVICES RENDERED:

- 1) Camera sent to storm sewer from inside the house. Provided mapped out area of sewers.
- 2) Provided video sent. & storm
- 3) Cut in C.O. in horizontal sent line

CUSTOMER APPROVAL: 	ARRIVAL TIME	TRUCK / TRIP CHARGE	380 <sup>00</sup>
	8:40	MATERIAL and / or SERVICE	52 <sup>00</sup>
	DEPARTURE TIME	STATE SALES TAX 5.6%	24.19
	11:55	TOTAL THIS INVOICE	\$456.19

As required by the Wisconsin construction lien law, Contractor hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on Owner's land or buildings if not paid. Those entitled to lien rights, in addition to Contractor, are those who contract directly with the Owner or those who give the Owner notice within 60 days 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 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.

ORDER DATE & TIME: 08/15/2002 09:28A OWNER'S PHONE: 414/328-4643 JOB PHONE: 414/328-4643

NATURE OF WORK TO BE DONE AS ORDERED BY: **Jessie** PROMISED: **Friday**

Friday - Call by 12 noon  
 Camera, die test, and video tape sewer...  
 Cut 4" clean out in horizontal line  
 See Jim  
 Please collect at time of service.

1st hour = 200<sup>00</sup>  
 Additional 2 1/4 hr = 180<sup>00</sup>  
 Material = 52<sup>00</sup>

*Handwritten:* Paid in full CR# 151

CUSTOMER COPY SEE REVERSE SIDE Total \$432<sup>00</sup>

# Proposal

Page No. \_\_\_\_\_ of \_\_\_\_\_ Pages



# HEIDEN

# PLUMBING CO., INC.

SINCE 1925

2465 WEST VLIET STREET, MILWAUKEE, WISCONSIN 53205 - (414) 937-8420 - FAX (414) 937-8425

PLUMBING

HEATING

COOLING

#5615

**PROPOSAL SUBMITTED TO:**

DATE:

October 23, 2002

NAME:

Jessie Peplinski

JOB NAME:

STREET:

3003 S. 43<sup>rd</sup> St.

STREET:

Same

CITY:

Milwaukee,

CITY:

STATE:

STATE:

WI 53219

PHONE:

414-328-4643

We hereby submit specifications and estimates for:

**We propose to provide labor, material and equipment to do the following work:**

- Break out and remove 2 city sidewalk slabs. Excavate a 3' x 8' hole down and expose the sanitary lateral and wye fitting in the storm lateral. Remove wye fitting and connect only north side downspout to the storm lateral.
- Connect both lines coming from the building together and hook up to the sanitary lateral.
- Owner is to disconnect and re-route all other downspout pipes to grade. We shall excavate and seal risers 1 foot below grade except backyard one, seal above concrete patio.
- Excavate on north downspout, cut wye connection in and extend storm connection into basement work shop area.
- In work out room, west of outside doorway, break out a 3' x 3' area of floor.
- Excavate and install a 24" x 24" sump crock. Install outside area drain line into crock and interior drain tile piping.
- Install Zoeller sump pump and run 1 1/2" discharge piping exposed to storm connection in work shop.
- Remove all float checks from 3 floor drains to locate drain tile receiver connection.
- Break up floor on drain tile receiver, excavate down to and disconnect. Plug off both connections. Install new float checks on all floor drains.
- All work to be inspected by area plumbing inspector.
- All concrete rubble and excavated materials shall be removed. Areas backfilled with stone and floor patched to match existing thickness and finish.
- Outside downspout area shall be backfilled with excavated materials. Walk area shall be backfilled 3/8 stone chips to within 5" of grade, walks replaced per city specs.

All for the Total Sum of: \$8,275.00