



CITY OF  
2003 NOV 18 10:02  
DONALD J. ... OF  
CIT

November 14, 2003

Office of City Clerk  
200 E. Wells Street  
Milwaukee, WI 53202

Dear Sir or Madam:

CITY ATTORNEY

NOV 18 8 REC'D

CITY OF MILWAUKEE  
NOV 18 PM 1:53  
CITY CLERK

Enclosed is explanation/documentation regarding a sink hole problem and repair.

Could you please review the information and begin the process of accessing responsibility for financial reparations of the situation?

If you have any questions or comments, I can be reached at 414.643.0919 extension 224.

Sincerely,

Angelo Fallucca  
Vice President  
Palermo Villa, Inc.



CORPORATE OFFICE  
551 W. Historic Mitchell Street Milwaukee, WI 53204  
TEL: 414-643-0919 FAX: 414-643-1696

PIZZA MANUFACTURING  
Milwaukee, WI 53204 Chicago, IL 60007  
[www.palermospizza.com](http://www.palermospizza.com)

AUTHENTIC ITALIAN FOOD PRODUCTS SINCE 1964

**Gene A. Wagner Plumbing Co., Inc.**  
2017 So. 60th St.  
Milwaukee, Wi. 53219  
Phone : 541-9217  
Fax : 541-9486  
Master Plumbers Lic # 222399

Page 1 of 3

## **Contract**

**Date :** September 11, 2003

Proposal submitted to:

**Palermos Pizza**  
551 W. Mitchell St  
Milwaukee WI 53204  
647-6148  
Attn: Bob Butenhoff

**Work Address : 800 W. Maple St.**

We Hereby submit specifications and estimates for:

### **Sanitary Sewer Lateral Partial Replacement At Sink Hole**

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

#### **Sanitary Sewer Lateral Partial Replacement**

- Contractor to excavate in road at sink hole and replace not more than twelve (12) lineal feet of sanitary sewer lateral, at this one location, one excavation in the road.
- This sewer shall be replaced with PVC schedule 3034 plastic sewer pipe and fittings.

#### **Excavated Materials**

- Contractor shall remove all excavated materials from site.

#### **Backfilling**

- Contractor shall backfill the excavation with 1/2" limestone gravel.

#### **Road Repairs**

- Contractor shall saw cut concrete road and patch road that is disrupted for this work.

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

**For The Sum Of : Five Thousand One Hundred Eighty Dollars (\$5180.00)**

**Terms : Net Upon Completion**

This Proposal May be withdrawn if not accepted within 30 days.

Date : September 11, 2003.

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

*Gene A. Wagner* 9/15/03

Gene A. Wagner

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**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.

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 #222399

OCT 23 PAID

**Date: October 1, 2003**

**Job #: 46945**

**Name: Palermos Pizza**  
551 W. Mitchell St.  
Milwaukee, WI 53204

**Job Address: 800 W. Maple St.**

**Description of Work:**

**Work Performed As Per Contract** **\$5,180.00**

**Balance Now Due: \$5,180.00**

### SINK HOLE REPAIR

The repair is completed. Now the fun begins. A water main is located approximately 2 feet above the lateral that was broken. The thought is that the water main ruptured and caused a cavity to form. After the repair of the water main the cavity dried out and collapsed causing the break in the sewer lateral. When excavating the hole many large pieces of asphalt were found around the broken lateral. The water department was called and JIM ZALEWSKI responded and inspected the excavation and patch on the water main. He furnished the name of PATRICIA KLOSIEWSKI the claims specialist for the water works. He stated that the records show a water main break in Jan. of 2002. This could possibly be the cause.

We have a tape of the repair on VHS as well as the tape from the camera.

All information is being sent to Angelo today.

R. A. Butenhoff  
3 Oct. 2003

Our problem started with the development of a sink hole in front of the processing area of the plant located at 800 W. Maple St. Milwaukee, Wi. The city was called and filled in the hole. A few days later the hole reappeared. The city was again called and the hole was again filled. I think the hole was filled three times. At some point we received a letter stating that the city had determined that the problem was in our sewer lateral. The repair cost would therefore be Palermo's responsibility. Ingrilli Plumbing was called in and ran a camera down the sewer lateral and confirmed that the break was in the lateral at the sink hole location.

GENE WAGNER PLUMBING CO. was contracted to do the repair. The repair was taped in order to try and determine if the original contractor would be liable for the cost of the repair, as that addition is only approximately 3 year old.

The excavation revealed a patch to the water main located above the broken lateral. A number of large pieces of asphalt were found around the broken lateral. The Water Department was called and JIM ZALEWSKI responded. He stated that the patch was a Water Department patch and that a water main break had occurred in January of 2002. He also furnished me with the name of PATRICIA KLOSIEWSKI, claims specialist for the water works.

I contacted Patricia and was told to send information to the office of the city clerk to get the process started.

R. A. Butenhoff  
9 Oct. 2003

Gene A. Wagner Plumbing Co., Inc.  
2017 So. 60th St.  
Milwaukee, Wi. 53219  
414-541-9217  
414-541-9486 FAX

November 11, 2003

Palermos Pizza  
551 W. Mitchell St.  
Milwaukee WI 53204  
Attn: Angelo

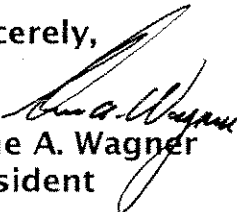
Re: Sanitary Sewer Replacement at 800 W. Maple St.

Angelo,

Upon excavation at 800 W. Maple we found that the sanitary sewer was below the water main approximately 2 to 3 feet. The concrete sewer was broken in one spot with chunks of asphalt on top of the sewer. The break in the sewer was in line with the water main repair clamp.

As per the plumber it appears that when the water main broke the water eroded the soil away causing the sewer to break. Please call with any further questions.

Sincerely,

  
Gene A. Wagner  
President