

CITY OF MILWAUKEE  
WILLIAM R. LISKA  
7833 w. Becher Street  
Milwaukee, WI 53219  
(414) 305 - 6568

JUL 19 PM 2:43

RONALD D. LEONHARDT  
CITY CLERK

July 19, 2002  
City of Milwaukee *Auth Claims Room 205*  
City Clerk or City Attorney  
Milwaukee City Hall  
Milwaukee, WI 53202

Claim under WI Stat. 893.80(1) in amount of \$6292.50  
For reimbursement of damages paid out caused by city

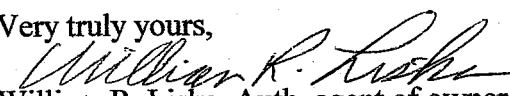
On or about March 30, 2002 the City of Milwaukee Water Works (see invoice 50130) furnished emergency hose-connection service to 1322-30 S. Cesar Chavez Dr. to furnish continued water service to said addresses after water to the building was turned off to stop an underground leak which was bubbling out of the sidewalk adjacent to 1322 address and flooding the basement causing many thousands of dollars damages to new merchandise, including leather shoes, cds, and trousers. Before the water was shut off the city water works drilled several holes in the sidewalk (but none in the street) where the water bubbled out.

Bids were solicited from several licensed plumbers, but most were busy with jobs already under way. A contract and payment was made to licensed plumber "Gene A Wagner Plumbing Co., Inc." with a city permit being pulled by the plumber and work commenced on April 17, 2002. Upon opening up the ground under the sidewalk it was apparant to the plumber that the leak came from the lead pipe under the blacktop street beyond the curb and gutter. Work by the plumber was halted by order of the city water works who repaired the leak out to the main water line. The plumber had to restore the service line from the shut off to the meter in the building according to current city codes and tamp down the limestone gravel fill and replace the sidewalk. The out of pocket costs to the building owner, Miguel Estrada (1228 S. Cesar Chavez Drive) was \$6000.00 plus this outstanding bill to the Water Works of \$292.50 (which has not been yet paid).

The claim for a total of \$6292.50 is made against the City of Milwaukee in that the damage and leak was caused by a break in the line in the street. In settlement, if the City absorbs the interdepartmental Water Works Bill of \$292.50, the claimant requests reimbursement of \$6000.00 which has already been paid to the license plumber, Gene A Wagenr Co., Inc.

We are submitting copies of the Water Works bill for \$292.50 and the paid Gene A. Wagner Co., Inc bill for \$6000.00

Very truly yours,

  
William R. Liska, Auth. agent of owner- Miguel Estrada

OFFICE OF  
CITY ATTORNEY  
JUL 19 PM 3:16  
CITY OF MILWAUKEE  
CITY RECEIVED

**Miguel S. Estrada**  
**1328 S. Cesar Chavez Dr.**  
**Milwaukee, WI 53215**  
**(414) 672-0711**

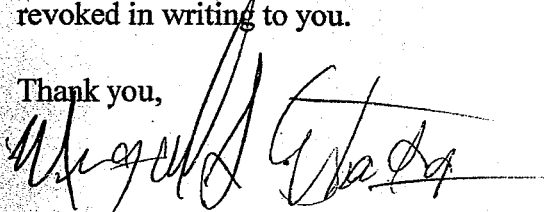
July 11, 2002

City of Milwaukee  
Milwaukee City Hall  
Milwaukee, WI 53202

To the departments to who it may concern and to City Attorney:

I hereby designate William R. Liska of 7833 W. Becher St # 6, Milwaukee, WI 53219 (414) 305-6568 to be my agent on matters regarding my buildings at 1322-1336 So. Cesar Chavez Dr. and the property surrounding it. This shall stand as long as I own these buildings unless sooner revoked in writing to you.

Thank you,



Miguel S. Estrada

remit to **MILWAUKEE WATER WORKS**  
 841 N. Broadway Rm. 409  
 Milwaukee, WI 53202  
 (Questions 414-286-2830)

INVOICE NO. **50130**  
 INVOICE DATE **02-May-02**  
 S.W.O. #0079L

TO: Miguel S. Estrada  
 1328 S. Cesar Chavez Dr.  
 Milwaukee, WI 53204

DESCRIPTION	PRICE	AMOUNT	TOTAL	DISTRIBUTION
furnished emergency hose-connection service to: 322-30 S. Cesar Chavez Dr. from 3/30/02 to 4/18/02 using 450' of 1" hose per request on file.				941890
Initial Charge (3 days or less)		\$ 250.00		
17 additional days at \$2.50 per day		42.50		
Total			\$ 292.50	
<b>Due date: June 3, 2002</b> <b>If this bill is not paid, it will be transferred to our collection agency)</b>				

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

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## **Contract**

**Date :** April 16, 2002

Proposal submitted to:

**Miguel Estrada**  
1328 S. Cesar Chavez Dr.  
Milwaukee WI 53204

**Work Address: 1322 S. Cesar Chavez Dr.**

We Hereby submit specifications and estimates for:

### **Water Lateral Replacement**

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

#### **Water Lateral Replacement**

- Contractor to replace water lateral from east street curb to Basement. This includes new water meter setting and connection to present cold water supply near existing water meter setting.
- This water lateral shall be replaced with (1 1/2") type K copper pipe and fittings.

#### **Concrete Sidewalk**

- Contractor shall replace any City of Milwaukee sidewalk that is removed for this work.

#### **Excavated Materials & Backfilling**

- Contractor shall remove all excavated materials from site.
- Contractor shall backfill exterior excavation with 1/2" limestone gravel.

**This is an emergency water replacement**

**Work shall commence on Wednesday April 17, 2002**

## 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.

PS Among city personnel contacted were, John Kako, Earl Smith, Jim Kaane, & Pat Klosiewski

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