

JAN 8 2026

City Clerk's Office
City of Wauwatosa

Notice of Circumstances of Injury

TO: City of Wauwatosa, Wisconsin, City Clerk

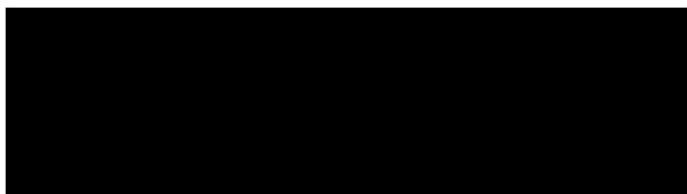
7725 W. North Ave Wauwatosa, WI 53213

DATE OF NOTICE: January 8th, 2026

RE: Notice of Claim for Property Damage to Residential Water Service Line at 6614 Hillcrest Dr., Wauwatosa, WI. Pursuant to Wis. Stat. § 893.80

1. Claimant Information

Name: Jason Weinrich



2. Date, Time, and Place of Incident

Date: August 26, 2025

Time: Approximately 9:30 AM

Place: Public right-of-way, adjacent to the curb stop valve at [REDACTED]

3. Description of Circumstances of Injury

Curb Stop Valve

On the morning of August 26, 2025, a work crew from the City of Wauwatosa was operating on the curb stop valve located in the public right-of-way adjacent to my property.

During this operation, the crew encountered significant resistance in turning the valve. I observed the crew initially attempting to operate the valve with a standard valve key, straining in their efforts. When this proved challenging, a crew member retrieved a pipe wrench from their truck and used it in conjunction with the valve key to apply significant and excessive force to the valve.

Immediate Consequences & Contact with City Water Utility

Immediately following the application of this excessive force, I observed water leaking from the valve assembly. The crew then knocked on my door to inform me of the new leak and to inquire about my water pressure inside my home. The crew shared that when this happens the city will work with a contractor to get their side repaired and I can decide if I want to replace my side due to the lead pipes that service my home.

I was contacted later in the morning by Dan from the Wauwatosa Water Utility. He informed me they would be contracting with MidCity Corporation for the repair work. Dan stated that I was not required to do the repairs on my side but that most people went forward with it since the crew was already there. He mentioned there would be cost savings to me if I chose to do the work now as opposed to doing it later, if or when my water service line needed to be replaced. He said I would likely be looking at paying around \$10,000. He apologized for the situation. During that initial conversation, I did not mention the use of excessive force.

Time Constraints & Risks

I was put in contact with MidCity Corporation later that morning. They arrived at my residence, examined the curb stop valve, and examined the interior of my house - where the water service line entered. MidCity provided me with a quote for the work to replace my water service line. If I elected to do the replacement now, it would cost approximately \$9,000. If I waited to do it later, in the event the lead service line failed, the estimate would be \$12,000. Due to the emergent nature of the leak, MidCity had an accelerated timeline because they were contracted to get the city's side repaired as quickly as possible. I was left with very little time to make a decision or seek any other reasonable options. MidCity provided me with the quote around 1:30PM and stated that I had until 3PM that day to make my decision. I attempted to reach back out to Dan at the Wauwatosa Water Utility but he was already gone for the day. I left him a voicemail to call me back as soon as possible.

I was also aware that if the city were to just replace the valve that they would need to reconnect my existing lead line, which would likely be compromised given the work that would need to be done. This work involves cutting a portion of my existing lead line and connecting it to the new shutoff valve. In addition, based on my own research — and supported by the EPA, CDC, and the Wisconsin Department of Natural Resources — disturbing or reconnecting lead service lines can cause a temporary spike in lead levels in drinking water for days or even months after the work is performed. This health risk was a major factor in my decision to proceed with a full replacement. *[Sources: EPA, "Protect Your Family from Lead in Your Home"; CDC, "Lead in Drinking Water"; WI DNR, "Lead in Drinking Water"]*

Given these conditions, I was compelled to make the decision to proceed with the work.

Evidence of Negligence & Inconsistent Information

The next day, August 27th, Dan from the Wauwatosa Water Utility returned my call. I expressed my frustration with the situation and the lack of time to make a decision. I also informed him of the crew's use of excessive force on the valve. During that conversation, and in subsequent conversations with Dan's supervisor, Adam, key admissions were made that are relevant to this claim.

- **Verbal Admission of Negligence:** I was informed by Dan that in these situations, where the valve is "stuck" or inoperable, their crews are only successful in getting the valve operational "7 out of 10 times." This demonstrates the City's awareness of the significant risk of damage associated with this procedure. When I expressed that the crew should have stopped and

consulted with me and their supervisors, rather than proceeding with excessive force, Dan acknowledged that the situation "could have been done differently" and apologized.

- **Verbal Admission of Fault:** The supervisor, Adam, directly and unequivocally acknowledged that the "crew broke the valve." This verbal admission confirms that the damage was not a pre-existing condition but was a direct result of the crew's actions.
- **Inconsistent Tools & Methods:** While Adam acknowledged that the crew broke the valve, he also stated that the use of a pipe wrench is "normal" but then immediately contradicted this by saying the city would be "talking to the crew" about utilizing "the many other options at their disposal" when dealing with a stuck valve. This inconsistency further highlights the inappropriate nature of the tools and methods used.
- **Unnecessary Actions:** The city's crew was aware that the plumbing work at my residence, which required my water service to be temporarily turned off, was delayed and that their actions were not time-sensitive. Despite this, the crew chose to apply excessive force, breaking the valve and forcing me into an emergency timeline for repairs. Both Dan and Adam acknowledged this fact and agreed that the crew's actions were unnecessary. This demonstrates that the crew's actions, which forced the situation down an emergency timeline, were not a necessity but a choice.
- **Further Evidence of Negligence & Inconsistent Behavior:** The negligence of the city's crew is further demonstrated by their behavior during the subsequent repair/restoration work on August 27, 2025. During the day, I observed the same crew opening and closing nearby shutoff valves, where they used reasonable force and did not resort to using a pipe wrench or other methods of excessive force. This stands in stark contrast to their actions on my property and shows that they are capable of operating these valves properly. This confirms that the excessive force used on my valve was a choice, not a necessity.
- **Inconsistent Statements & Misleading Information:** The city provided inconsistent and incomplete information, leading to a rushed decision without my informed consent. Dan stated that most people replace their water service lines, while his supervisor, Adam, later stated that most people do not and just have the valve reconnected to their lead line. More critically, I was never informed on August 26th that if I did not replace my side, there would be a risk of lead in my water for several months. I was left to discover that on my own violation. It was only in my conversation with Adam, after MidCity had already started their work, that he shared that the City would have provided a water pitcher filter if I elected to not replace my service line. This crucial information was withheld, compromising my ability to make an informed decision about how to safely restore my water service or replace my water service line.

Prior to the actions of the city's crew, there was no leak at the valve, and the valve assembly was believed to be functional. The leak and subsequent damage were a direct result of the negligent and improper use of unreasonable and excessive force by the city's crew. But for the actions of the city's crew, the damage to my water service would not have occurred. The City's own staff has acknowledged that their crew "broke the valve" and that the situation "could have been handled differently."

I was not provided sufficient time, information, or options to consult with other contractors, assess risks, or explore alternatives. The urgency imposed by the City due to their actions and the lack of information created a coercive environment in which I had no practical choice but to proceed with replacement. This constitutes a constructive compulsion — not a voluntary upgrade.

- The final cost of repairs was not finalized until the receipt of Invoice #107731 from MidCity Corporation. This invoice is dated December 31, 2025, and was received by the claimant on January 7, 2026.
- The City suffers no prejudice from this timeline, as the event was documented by City staff at the time of occurrence



Jason Weinrich





12930 W. Custer Ave., Butler, WI 53007
Phone: (262) 781-5940
Website: www.midcitycorp.us

Invoice

Invoice Number
107731
Invoice Date
12/31/2025
Due Date
1/30/2026

Bill To: JASON WEINRICH
6614 HILLCREST DR
WAUWATOSA, WI 53213

Work Performed At:
6614 HILLCREST DR
WAUWATOSA WI

MCC Job No.	Customer ID	Customer PO	Payment Terms	Date Ordered
2575-1911-250	WEINJASON		Net 30 Days	
Quantity	Description		Unit Price	Price
1.00	REPLACE PRIVATE SIDE WATER SERVICE AT 6614 HILLCREST DR ON 8/27/2025 PER EMAILED QUOTE ON 8/26/2025		8,780.00	8,780.00
1.00	DEDUCT FOR ELECTRICAL WORK (ORIGINAL QUOTE INCLUDED AN ALLOWANCE WHICH WASNT FULLY USED)		-400.00	-400.00

Subtotal	\$	8,380.00
Sales Tax (if applicable)	\$	0.00
Total Due	\$	8,380.00

Thank you for your business!

As required by the Wisconsin construction lien law, builder 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 and building 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 the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid. 1.5% service charge will be added to all accounts due 30 days or more, 18% per annum.