

9323 W. Lisbon Ave.  
Milwaukee, WI 53222  
October 8, 2005

Mr. Ronald Leonhardt  
Milwaukee City Clerk  
200 East Wells Street  
Room 205  
Milwaukee, WI 53202

CITY OF MILWAUKEE  
2005 OCT 13 PM 1:19  
RONALD D. LEONHARDT  
CITY CLERK

Re: Bernard Harvieux  
C.I. File No. 05-S-122

Dear Mr. Leonhardt:

I am writing to request a hearing regarding the denial of my claim for damages done due to a water main break on Lisbon Ave. in front of my home at 9323 W. Lisbon Ave. per your instructions in a letter from the City Attorney's office postmarked September 19, 2005. I am not disputing the timeliness of the repair of the water main, I am seeking assistance in resolving some or all of the property damage that occurred as a result of the water main break of the street.

Please inform me of the date, time and location of the hearing and any forms that may need to be completed prior to the hearing.

Yours truly,



Bernard C. Harvieux

RONALD D.  
CITY ATTORNEY

2005 OCT 13 PM 3:27

CITY OF MILWAUKEE  
CITY CLERK

9323 W. Lisbon Ave.  
Milwaukee, WI 53222  
April 10, 2005

CITY OF MILWAUKEE  
RECEIVED  
2005 APR 22 PM 3:32

2005 APR 20 PM 3:15  
MILWAUKEE  
RONALD D. LEONHARDT  
CITY CLERK

Mr. Ronald D. Leonhardt, City Clerk  
Room 205  
City Hall  
200 E. Wells St.  
Milwaukee, WI 53202  
Attn: CLAIMS

OFFICE OF  
CITY ATTORNEY

Dear Mr. Leonhardt:

I am writing to file a claim for damages from a water main break done to the front yard and the foundation of my home located at 9323 W. Lisbon Ave. I am requesting \$1438.95 for landscaping repair and \$3120.00 for foundation repair.

On January the 24, 2005 at about 10:15 p.m. a fireman knocked at my front door and indicated that the water main directly in front of my property broke, resulting in flooding from the front to the back of the house and damage to the front landscaping. At that time water was already to the front step leading to the house. He instructed me to make arrangements to stay at another person's house for the night as he was concerned about the possibility of water entering the basement and conducting electric current, potentially putting me in immediate danger. I was told not to go down to the basement to check for damages until the following day in concern for my safety. The fireman and Ben Glatzel, supervisor from the City Water Department who came to shut the water off indicated that I should file a claim with the city to recover the damages. Therefore I am requesting the city reimburse me for the landscaping costs and foundation repairs.

As a result of the flooding one side of the front yard had grass and topsoil removed and on the other side a large mound developed with small craters scattered throughout that section of the yard. The pressure from the water resulted in damage to the foundation wall, which is requiring repair. Enclosed are two quotes for landscaping to restore the front yard and two quotes for repair of the damages to the basement wall resulting from the flooding.

Your prompt attention to this claim will be most appreciated. If you need any other documentation please advise. If you need to make telephone contact I ask that you contact my sister, Anne Harvieux. She can be reached during normal business hours at 414-266-2746.

Sincerely,  
  
Bernard C. Harvieux

DATE                      PROPOSAL #                      PROJECT

4/8/2005                      1203



Ann Harvieux  
9323 W. Lisbon Ave  
Milwaukee, WI 53222-2525

*landscape  
architecture  
design  
installation*  
AMOUNT

### LANDSCAPE PROPOSAL

We propose to furnish the labor and materials for the following:

REPLACE FRONT LAWN:	1,957.00T
Regrade front lawn. Removal and disposal of existing turf as needed. Dump fee.	
Install 10 cu. yds. of screened brown topsoil.	
Apply starter fertilizer.	
Install 1260 sq. ft. of 3-D Sod.	

Subtotal	\$1,957.00
Sales Tax "T" items are taxable.	\$109.60
<b>TOTAL</b>	<b>\$2,066.60</b>

Payment terms: A deposit of 50% is due with all signed proposals. To protect warranty, the balance is due 5 days from invoice date. THIS PROPOSAL IS ACCEPTED & THE UNDERSIGNED UNDERSTANDS AND AGREES TO ALL TERMS AND CONDITIONS INCLUDING THE ATTACHED GENERAL CONDITIONS. Customer's Right To Cancel: You may cancel this agreement by mailing via certified mail a written notice to StoneOak Landscapes, Inc. 1930 E. Norse Avenue, Milwaukee, WI 53110 before midnight of the 3rd business day after you signed this agreement. If you wish, you may use this page as the notice by writing "I hereby cancel" and adding your name & address. PLEASE SIGN & RETURN ONE COPY. PROPOSAL VALID FOR **30** DAYS.

 \_\_\_\_\_ DATE                      Signature \_\_\_\_\_

[www.StoneOakLandscapes.com](http://www.StoneOakLandscapes.com)

SINCE 1875



# HAWKS

The Hawks Nursery Co., Inc.  
 12217 West Watertown Plank Road  
 Wauwatosa, Wisconsin 53226  
 414/258-5525 • FAX 414/258-9739

Ann Harvieux  
 9323 W. Lisban Rd.  
 Milwaukee, WI 53222

### Landscape Proposal (Front Yard) :

- Removal & Disposal of old turf & unneeded sub-soil
- Grading of front yard pitched towards the road
- Install top soil to entire front yard (approximately 3")
- Install nursery grown sod for entire front

Subtotal	\$1362.64
Tax	\$ 76.31
Total	\$1438.95

Ann-

I would expect that if you wanted to add plant material to the front foundation it would be approximately an extra \$500 or so based upon plant selection.

Thanks,  
 Jay

# McCOY

## CONTRACTORS

2116 W. CORNELL STREET  
MILWAUKEE, WISCONSIN 53209  
414-445-4045

MILWAUKEE'S  
OLDEST & LARGEST  
FOUNDATION SPECIALIST

OWNER Bernard Harvieux PHONE 714-463-1147 DATE 2-14-03

ADDRESS 9323 W. Lisbon Ave. Milwaukee WI ZIP \_\_\_\_\_

PAGE 1 OF 2 PAGES

AGE OF BLDG.	OWNED FOR	PROBLEMS FOR	CONSTRUCTION	DEPTH	DRAIN TILE	SUMP PUMP
<u>1951</u> YRS.	<u>28</u> YRS.	<u>?</u> YRS.	<u>Block</u>	<u>7</u> FT.	<u>?</u>	<u>No</u>

ANALYSIS Horizontal crack due to outside soil pressure

McCOY CONTRACTORS, INC. HEREINAFTER REFERRED TO AS McCOY, PROPOSES TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE FOLLOWING WORK, EXCLUDING ELECTRICAL, PLUMBING AND AIR CONDITIONING.

- Cover lawn and prepare landscape (per drawing)
- Safeguard streets & secure area.
- Excavate North wall down to footing. (Per drawing)
- Remove all debris to authorized dump
- Hand scrape dirt from wall.
- Wire brush wall to expose cracks and patch.
- Straighten wall as best possible.
- Flush and test exterior bleeders.
- Apply black mastic to entire wall to ground level.
- Custom fit exterior tile to existing system and test.
- Install wall reinforcing system as necessary. (Per drawing)
- Replace front stoop (same dimensions)
- Backfill 80% Stone 20% top soil & grade.
- Smooth out grading to 1" per foot regarding landscape.
- McCoy contractors to open up inside drain tile and check water flow
- Walk customer thru entire job upon completion

STARTING DATE \_\_\_\_\_ COMPLETION DATE \_\_\_\_\_  
 CONTRACTOR GUARANTEES FOR A PERIOD OF 5 YEARS THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORK AT NO ADDED COST. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY FOUNDATION SETTLING AND CRACKING AS A RESULT OF SUB-SOIL MOVEMENT. THE GUARANTEE DOES NOT COVER DAMPNES ON THE BASEMENT WALLS OR FLOOR  
 I HAVE READ THE REVERSE SIDE OF THIS PROPOSAL AND UNDERSTAND THIS AGREEMENT IS SUBJECT TO THOSE CONDITIONS. THE CONDITIONS, SPECIFICATIONS, PRICES AND TERMS ARE SATISFACTORY AND HEREBY ACCEPTED.

TOTAL COST	<u>9600.</u>
DEPOSIT	
1/3 ON START	
PAY FOREMAN ON COMPLETION	

ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_

ESTIMATOR Bob Dawson APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

FOR McCOY CONTRACTORS, INC.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION, SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. THIS ESTIMATE MAY BE WITHDRAWN BY McCOY CONTRACTORS INC. IF NOT ACCEPTED WITHIN \_\_\_\_\_ DAYS.

# McCoy

## CONTRACTORS

2116 W. CORNELL STREET  
MILWAUKEE, WISCONSIN 53209  
414-445-4045

MILWAUKEE'S  
OLDEST & LARGEST  
FOUNDATION SPECIALIST

OWNER Bernard Harvieux PHONE 414-463-7147 DATE 2-14-05

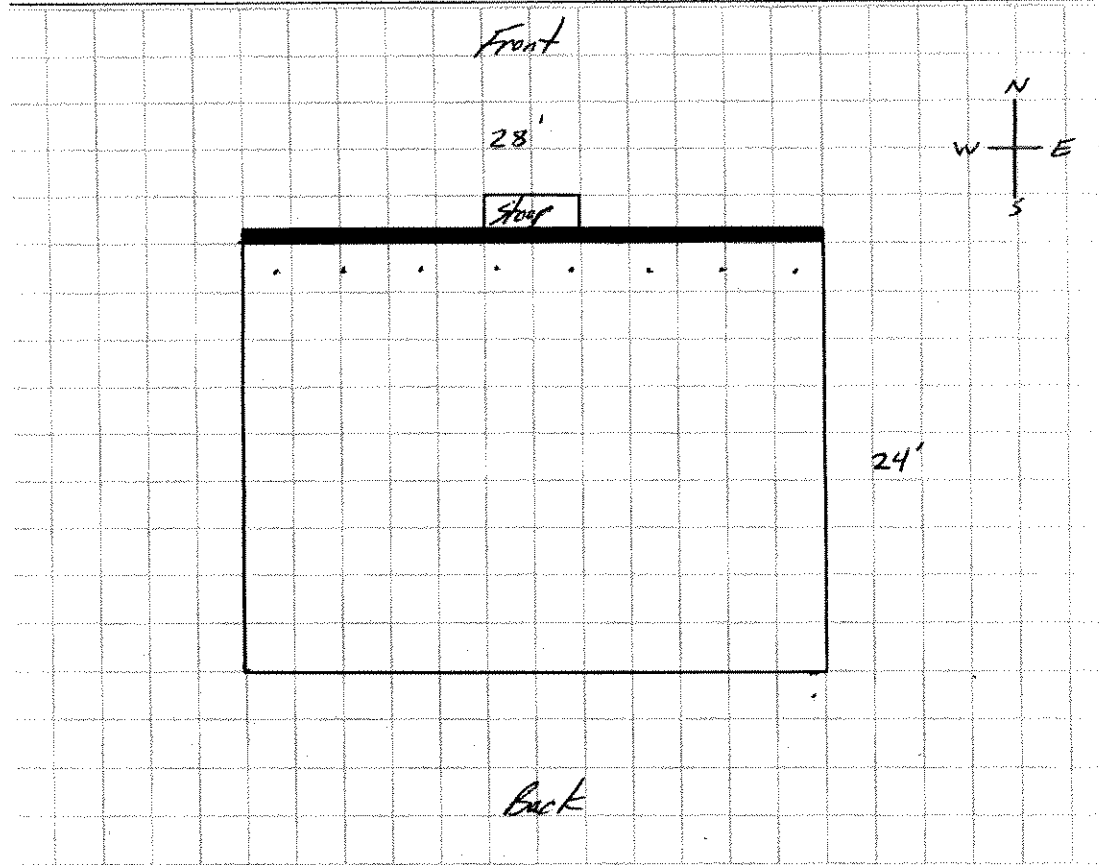
ADDRESS 9323 W. Lisbon Ave. Milwaukee ZIP \_\_\_\_\_

PAGE 2 OF 2 PAGES

AGE OF BLDG.	OWNED FOR	PROBLEMS FOR	CONSTRUCTION	DEPTH	DRAIN TILE	SUMP PUMP
<u>1951</u> YRS.	<u>28</u> YRS.	<u>?</u> YRS.	<u>Block</u>	<u>7</u> FT.	<u>?</u>	<u>100</u>

ANALYSIS Horizontal crack due to outside soil pressure

■ Indicates excavate    □ Indicates reinforcing  
McCoy CONTRACTORS, INC. HEREINAFTER REFERRED TO AS MCCOY, PROPOSES TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE FOLLOWING WORK. EXCLUDING ELECTRICAL, PLUMBING AND AIR CONDITIONING.



STARTING DATE \_\_\_\_\_ COMPLETION DATE \_\_\_\_\_  
CONTRACTOR GUARANTEES FOR A PERIOD OF 5 YEARS THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORK AT NO ADDED COST. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY FOUNDATION SETTLING AND CRACKING AS A RESULT OF SUB-SOIL MOVEMENT. THE GUARANTEE DOES NOT COVER DAMPNESS ON THE BASEMENT WALLS OR FLOOR

I HAVE READ THE REVERSE SIDE OF THIS PROPOSAL AND UNDERSTAND THIS AGREEMENT IS SUBJECT TO THOSE CONDITIONS. THE CONDITIONS, SPECIFICATIONS, PRICES AND TERMS ARE SATISFACTORY AND HEREBY ACCEPTED.

TOTAL COST	
DEPOSIT	
1/3 ON START	
PAY FOREMAN ON COMPLETION	

ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_

ESTIMATOR Bob Davison APPROVED BY \_\_\_\_\_ DATE 2-14-05  
FOR MCCOY CONTRACTORS, INC.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. THIS ESTIMATE MAY BE WITHDRAWN BY MCCOY CONTRACTORS INC. IF NOT ACCEPTED WITHIN \_\_\_\_\_ DAYS.

# CERTIFIED FOUNDATION

REPAIR AND WATERPROOFING  
(262) 679-1559

6115 S. LinjeLac Dr., New Berlin, WI 53146  
OWNER BERNARD CHAPMAN

ADDRESS 9323 W. LISBON AVE

CITY MIL.

PHONE 414-463-7147- 262-524-8103

# CONTRACT

FULLY INSURED LICENSED  
BASEMENT & FOUNDATION EXPERT

DATE \_\_\_\_\_

START DATE \_\_\_\_\_

COMPLETION DATE \_\_\_\_\_

RECOMMENDED BY \_\_\_\_\_

CONTRACTOR'S ANALYSIS: FRONT WALL HAS HORIZONTAL CRACK RUNNING THE LENGTH OF THE WALL AND INSIDE TILE NOT FUNCTIONING. PROBABLE CAUSE IS BROKEN WATER MAIN IN FRONT YARD.

PROBLEMS FOR	AGE OF BLDG.	OWNED FOR	DRAINTILE	SUMP PUMP	DEPTH	CONSTRUCTION
_____ YRS.	_____ YRS.	_____ YRS.	_____	_____	_____ FT.	_____

## GENERAL SPECIFICATIONS FOR OUTSIDE EXCAVATION

- \_\_\_ EXCAVATE BASEMENT WALLS, AS DESCRIBED BELOW.
- \_\_\_ REMOVE ALL EARTH SPOILAGE AND DEBRIS AND EXTERIOR DRAIN TILE.
- \_\_\_ CLEAN AND SCRAPE WALLS AND TUCKPOINT MAJOR CRACKS.
- \_\_\_ STRAIGHTEN WALLS BACK AS BEST POSSIBLE.
- \_\_\_ FLUSH OUT BLEEDERS IN FOOTING. \_\_\_ INSTALL NEW EXTERIOR DRAINTILE.
- \_\_\_ DAMP-PROOF WALLS FROM GRADE TO FOOTINGS.
- \_\_\_ COVER STONE WITH GEO TEXTILE FILTER FABRIC AND APPLY TOPSOIL FOR PROPER SLOPE.
- \_\_\_ REINFORCE WALLS EVERY \_\_\_' WITH CONCRETE AND STEEL REBARS.
- REINFORCE WALLS EVERY 32' WITH STRUCTURAL STEEL COLUMNS.
- \_\_\_ ALL AREA COVERED BY PLYWOOD AND AREA CLEANED.

## INSIDE DRAINTILE SYSTEM

- REMOVE FLOOR AREA AROUND 18" FROM WALLS AND OLD DRAINTILE.
- FLUSH OUT BLEEDERS TO EXTERIOR DRAINTILE.
- DRILL OUT CORES OR BLOCK AND FLUSH OUT BLOCK HOLLOWES.
- INSTALL DRAINTILE 3" AND CONNECT TO EXISTING TILE.
- COVER TILE WITH #1 STONE, AND RE-CEMENT FLOOR.

1. INSTALL 10 STRUCTURAL STEEL COLUMNS ON N WALL = \$2000.00
2. INSIDE TILE SYSTEM ON N WALL = 1120.00

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> AGAINST LEAKAGE AND WALL MOVEMENT | <input type="checkbox"/> AGAINST LATERAL WALL MOVEMENT |
| <input checked="" type="checkbox"/> TRANSFERABLE TO NEW OWNER         | <input type="checkbox"/> AGAINST LEAKAGE               |

CONTRACTOR GUARANTEES FOR A PERIOD OF  5 OR  10 YEARS THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORK AT NO ADDED COST. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY FOUNDATION SETTLING AND CRACKING AS A RESULT OF SUBSOIL MOVEMENT. THE GUARANTEE DOES NOT COVER DAMPNES ON THE BASEMENT WALLS OR FLOORS.

CASH PRICE \$3120.00  
DOWN PAYMENT \_\_\_\_\_  
ON START \_\_\_\_\_  
BALANCE UPON COMPLETION \_\_\_\_\_

I HAVE READ THE REVERSE SIDE OF THIS CONTRACT AND UNDERSTAND THIS AGREEMENT IS SUBJECT TO THOSE CONDITIONS. THE CONDITIONS, SPECIFICATIONS, PRICES AND TERMS ARE SATISFACTORY AND HEREBY ACCEPTED.

ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_

REPRESENTATIVE \_\_\_\_\_ APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_