



CLAIMANT CONTACT INFORMATION

Name: Benjamin Young
Address: 2403 S 76th Street
West Allis, WI 53219

Phone: 262-501-1781
Email: benjamin.young1106@gmail.com

INSTRUCTIONS

Complete this form, print and sign it, and serve a hard copy upon the West Allis City Clerk. If you have questions about how to fill out this form, please contact a private attorney who can assist you.

NOTICE OF CLAIM

Date of incident: 01/17/2025 Time of day: 18:00
Location: Resident Basement

Describe the circumstances of your claim here. You may attach additional sheets or exhibits. Some helpful information may be the police report, pictures of the incident or damage, a diagram of the location, a list of injuries, a list of property damage, names and contact information for witnesses to the incident, and any other information relevant to the circumstances.

We experienced a back-up in our main service line which lead to partial flooding from our basement drain. We initial had a plumber(Wally Blanton Plumbing & Sewer) come out to remove tree roots, thinking that was the main issue. However, when they inspected the sewer line, they noticed an obstruction at the connection to the city line. After further inspection, they observed that the obstruction was due to a failure at the connection on the city's side. In order to clear this and gain some functionality of the pipe, they had to bring out another plumbing team to hydrojet the obstruction in the pipe. However, they were not able to completely clear it to avoid damaging the connection any further. I am seeking reimbursement for the cost to hydrojet the pipe and remove the obstruction from the connection.

Check one:

- ☒ I am seeking damages at this time (complete Claim Amount section below)
☐ I am submitting this notice without a claim for damages. This claim is not complete and will not be processed until I submit a claim for damages on a later date.

Signed: *Ben Young*

Date: 4-4-25

CLAIM AMOUNT

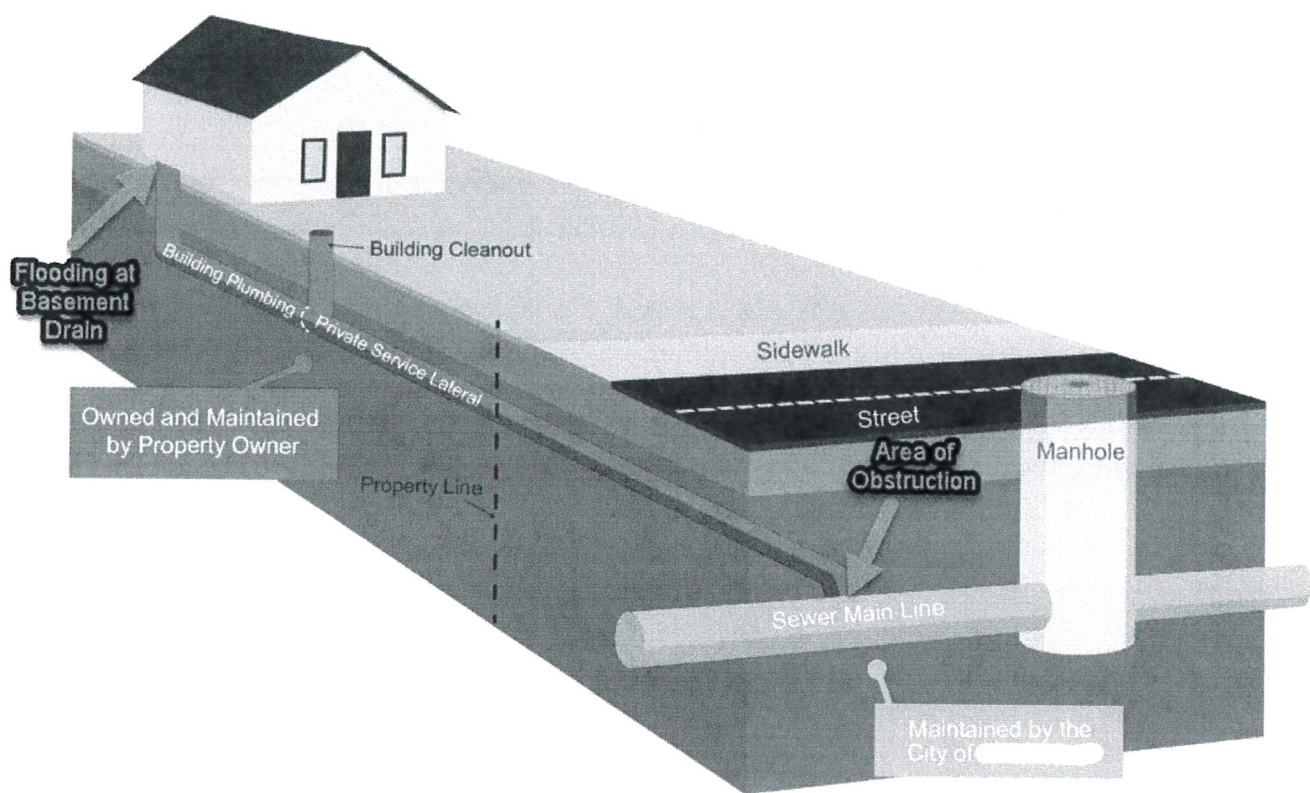
To complete this claim, attach an itemized statement of damages sought. If any damages are for repair to property, include at least 2 estimates for repairs.

The total amount sought is: \$ 1,800.00

SAVE

PRINT

4 APR 25 PM 12:22
CITY OF WEST ALLIS





LICENSED • BONDED • INSURED

**WALLY
BLANTON**

PLUMBING & SEWER

IL 5001 9th St, Winthrop Harbor, IL 60096
WI 3624 14th Ave, Kenosha, WI 53140

24 HOUR EMERGENCY SERVICE

SERVICE ORDER/PROPOSAL

IL
847-345-8185

WI
262-771-8792

DBA/KA



FELTNER'S
Sewer & Drain

We'll fix your throne...so you're good to go!

(866)-FELTNER
335-8637

Representative/Owner <u>Benjamin Jung</u>	Phone <u>262-501-1781</u>	Date <u>1-2-25</u>
Address/Location <u>2403 76th St.</u>	City/State/Zip <u>West Allis WI 53219</u>	

SUMP/EJECTOR PUMPS, WATER HEATERS, DRAIN CLEANING, HYDROJET, RODDING, CAMERA SEWER LINES

WE ACKNOWLEDGE THAT WORK WAS DESCRIBED AND AGREE TO THE SUM OF \$ 1800
BEFORE WORK WAS PERFORMED.

CUSTOMER SIGNATURE [Signature]

We are not responsible for landscaping, asphalt, concrete or excess dirt removal.

Service Tech. Bill/Tim

We are not responsible for underground utilities that cannot be located by services such as Julie, Digger, Hotline, et. ☐ Init.

Power Rod 8' into Africa well on Bonine
Hit Tree Roots in Front Yard, Hit obstruction
At City Main. Will

Will Hydrojet with High Pres. water
with cutter nozzle put to city main as
many times as needed. Video inspect line
when finished

Paid in Full 1/17/25

PAID BY

EMAIL

☐ CASH

☒ CHECK NO 1014

☐ CC ☐ MC ☐ VISA ☐ DISC

CREDIT CARD # (4% surcharge)

IN THE UNLIKELY EVENT THAT Wally Blanton/Feltner MUST RE-ROD A LINE UNDER WARRANTY, BE ADVISED OF A \$85.00 TRIP CHARGE.*

PLEASE PAY FROM THIS INVOICE - NO OTHER STATEMENT WILL BE RENDERED

SERVICE WARRANTY All drain openings are warranted for one year with the following exceptions:

1. Service warranty is void where it has been determined that drainage piping is in poor condition (irregularity, breaks, excessively heavy root infiltration, etc.) - OR - 2. Where negligent use is apparent (foreign objects in drain, etc.)

MATERIAL WARRANTY All materials supplied by Wally Blanton are covered by the manufacturers written warranty.

PAYMENT DUE UPON COMPLETION OF JOB

I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or material furnished until final & complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof. By signing this Authority, you also waive your three (3) day right to cancel and agree to contract entered between myself and Wally Blanton.

(Initials) BJ (Signature) [Signature]

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Customer agrees to 25% of contracted amount per cancellation. Payment will be made as outlined. See reverse side.

X [Signature]
AUTHORIZED SIGNATURE

X Bill/Tim
AUTHORIZED Wally Blanton REPRESENTATIVE SIGNATURE

(Date) 1-2-25

DATE

DATE

GUARANTEE ON RODDING

☐ NONE ☐ 6 MONTHS
☐ 30 DAYS ☐ 1 YEAR
☐ 1 FREE RE-ROD

ALL DEPOSITS ARE NON-REFUNDABLE

DEPOSIT:

900

BALANCE:

TOTAL:

\$ 1800

Wally Blanton/Feltner

TERMS AND CONDITIONS

1. The work to be performed hereunder on behalf of Wally Blanton/Feltner are limited to those specific items set forth on the reverse side hereof.
2. In the event the cable of any of our sewer machines should break from tree roots, corrosion, broken pipe, etc. the customer is liable as follows. Customer is liable for the market cost of replacing our cable or agrees to pay another firm to excavate to retrieve said cable and do repairs to any damaged piping.
3. Wally Blanton/Feltner are not responsible for any cleaning of interior of the house, business, etc. during service of any back-ups of drains or any other service provided.
4. Wally Blanton/Feltner are not responsible for any damage or clean up that results from failure of any pump installation by our firm that was not manufactured by Wally Blanton/Feltner.
5. Wally Blanton/Feltner are not responsible for damage to the premises caused by the removal of a clean-out, drain cover, or cap during the process of performing the work hereunder. If a clean-out, drain cover or cap is rusted or fastened in such a way as to necessitate its replacement after removal Wally Blanton/Feltner shall so notify Customer and if Customer authorizes its replacement, such replacement shall be made at an additional charge for the replacement cost of the clean-out, drain cover or cap and the labor charges for installation. If Customer refuses to authorize such replacement Wally Blanton/Feltner shall not be responsible for any damage resulting therefrom including without limitation, damage from sewer gas, backups and leakage.
6. Wally Blanton/Feltner are not responsible for any damage due to leaky or defective traps, hidden or unknown lead piping, improper or faulty plumbing, rusted or defective pipes, corrosion or mineral or hard water buildup, harmful cleaning chemicals such as sulfuric acid, or drainage tiles lines, piping, plumbing or other matters which are settled, broken, deteriorated or damaged. If during the performance of work hereunder, fixtures are damaged or broken or defective or corroded drainage tiles, lines, piping, plumbing or other matters are broken or if Wally Blanton/Feltner equipment becomes lodged in any such defective tiles, lines, piping, plumbing, or other matters and cannot be practically removed without excavation, Wally Blanton/Feltner shall not be liable for the removal of such equipment or for the repairs or replacement of any fixtures, tiles, lines, piping, plumbing or other matters which may be damaged.
7. This agreement covers only the work listed on the reverse side hereof. Grass replacement, landscaping damage, wall patching, painting, tile, asphalt or concrete replacement damage to utilities, or any other type of damage which may be done in connection with the work performed hereunder is the responsibility of Customer and Wally Blanton/Feltner shall have no liability thereof unless specifically stated on the reverse side hereon.
8. As its only warranty respect to the work performed hereunder, Wally Blanton/Feltner agree to provide its labor free of charge one time to correct any subsequent backup drainage failure that occurs within a sewer line cleaned by Wally Blanton/Feltner provided however, that such failure results solely from normal use and not as a result of structural defects or deterioration in the sewer line or as a result of foreign objects being disposed through the drainage system. Such warranty shall only cover labor provided by Wally Blanton/Feltner and the cost of any equipment or plumbing materials necessary to correct such situation. In the event that Wally Blanton/Feltner determine that the failure resulted from something other than normal usage, Customer shall pay for the work performed by Wally Blanton/Feltner normal flat rates. In the event of such failure and upon notice from Customer, Wally Blanton/Feltner will in the absence of event beyond its control, including but not limited to labor strikes, fires, casualty, government restriction, or acts of God, furnish its service to rectify such failure in a reasonable time during normal work hours.
In no event shall Wally Blanton/Feltner be responsible for any water or other damage which may result from such failure or Wally Blanton/Feltner inability to correct same. Wally Blanton/Feltner may, as its sole option, in lieu of correcting such backup drainage failure, refund to Customer the amount paid by Customer for the work performed hereunder and shall thereafter have no further liability to Customer.
9. THE WARRANTY PROVIDED ON REVERSE SIDE BY Wally Blanton/Feltner ARE THE ONLY WARRANTY MADE HEREUNDER, NO OTHER WARRANTY IS EXPRESSED OR IMPLIED.
10. Customer acknowledges that Wally Blanton/Feltner are not the manufacturer or supplier plumbing material used in connection with the work performed hereunder and further acknowledges that Wally Blanton/Feltner have made no representation, either expressed or implied, as to the fitness quality, design, condition, capacity, ability durability or performance of such materials and of the workmanship thereof. Customer agrees that it shall look solely to the manufacturer of such plumbing materials for any loss Customer may sustain as a result of a defect in any such materials.
11. Wally Blanton/Feltner shall not be liable for any direct, indirect special, incidental or consequential damages whether based on contract, or other legal theory, arising out of the work hereunder. Wally Blanton/Feltner liability hereunder shall be limited to the amount of the contract price set forth on the reverse side hereof for the work performed hereunder.
12. There will be a charge of \$25.00 per check for any check returned to Wally Blanton/Feltner In the event Customer fails to make payment according to the terms and conditions appearing on the reverse side hereof, Wally Blanton/Feltner may charge interest on the unpaid balance at the lesser of 1-1/2% per month or the highest permissible legal rate of interest allowed by the state where the premises is located. In the event, at the sole judgement of Wally Blanton/Feltner it becomes necessary to consult an attorney and institute legal action to collect said unpaid balance, Wally Blanton/Feltner shall be entitled to a judgement for such unpaid balance, occurred interest thereon and reasonable attorney's fees and cost incurred in such legal action.
13. This agreement together with the provisions and conditions on the reverse side hereof, comprise the entire agreement and understanding of the parties, and there are no promises, terms, conditions or obligations, oral or written, with regard to the subject matter hereof, other than specifically contained herein.
14. Warranties are not transferable.
15. OVERDUE AMOUNTS - If you fail to pay us any amount due, we will charge you interest on the amount due at the rate of 1.5% per month (but not exceeding the highest rate legally permissible). You will reimburse us for the reasonable attorney's fees we will incur in all stages of collection.