CITY OF WEST ALLIS
8 JAN '26 AM11:58

CLAIMANT CONTACT INFORMATION

Name: Matthew J Gorney
Address: 2134 S 84th St
West Allis, WI 53227

Phone: 414-544-8796
Email: MJGorney@yahoo.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: 06/09/2025 Time of day: —
Location: 2134 S 84th St West Allis, WI 53227

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.

See attached forms

Check one:

- [X] ..... 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: MJG Date: 1/8/26

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: $ 589.59

SAVE PRINT

ROZGA
PLUMBING CORP.
Help is on the way!
1529 S. 113th Street • West Allis, WI 53214

Rozga Plumbing Corp.
1529 S 113th Street
West Allis, WI 53214
(414) 258-9911

BILL TO
Matthew Gorney
2134 S 84th St
West Allis, WI 53227

INVOICE	INVOICE DATE
20252431	Jun 09, 2025

JOB ADDRESS
Matthew Gorney
2134 S 84th St
West Allis, WI 53227

Completed Date:
Technician: EVAN A.

Payment Term: Due Upon Receipt

DESCRIPTION OF WORK

Customers stated that they had observed backups at the floor drain, but water would recede on its own. Plumber had to cut out existing plug at the front cleanout and observed standing water at the front cleanout. Laid tarp on the floor and set up cardboard walls to protect customer's property in the work area. Ran 4" cutter out 60', at which point it met a hard stop. Ground on the blockage for several minutes in forward and reverse but could not get through. Pulled back nothing. Ran spade bit to same point and tried the same methods, but could not proceed. Pulled back nothing. Ran bullet bit to same point, while grinding, noticed that the bottom of the pipe was visible, as some water had drained, but the cable would still not proceed further. Spoke to customer about the necessity of inspecting this with a camera to determine if the water had fully drained and what was stopping the cable. Customer approved. With cable still in the sewer, ran camera into sewer. Standing water resumed 6' from the point that the camera went horizontal. Camera moved freely until 48 horizontal feet from the front cleanout, at which point the screen showed only black and no further progress could be made. Pulled camera back, then pulled cable back. Bullet bit was caked with clay, indicating a break. Informed customer, then ran camera back out to locate the break. Located the break several feet short of the main, 9' 3" below the street. Main is in the center of the street. Information to be passed along to excavation division so that an estimate and plan for repair can be compiled for the customer. Replaced old cleanout plug with new brass cleanout plug.

No warranty on drain cleanings. Work performed by Evan A.

PAID ON	TYPE	MEMO	AMOUNT
6/9/2025	Credit Card		$589.59

Terms and Conditions

ADDITIONAL WORK REQUIRED

While every effort is made to diagnose and complete the initial work to be done, at times addressing the initial problem can expose additional work. If further problems persist, beyond the scope of the initial work completed on this invoice, the customer will be responsible for any additional labor and material required to complete the next steps in repairs and/or replacement.

WARRANTY

All work performed by Rozga Plumbing Corp. ('Rozga') will be performed in a neat and workmanlike manner. Rozga hereby warrants to the customer its workmanship and materials for a period of one (1) year from the date of completion of this contract. The Customer's sole remedy against Rozga shall be limited to defects due to imperfect workmanship or material supplied by Rozga arising within said time period. At times, certain manufacturers or material suppliers may have warranties that extend beyond the one (1) year issued by Rozga, though this is not implied or agreed to without additional written manufacturer documentation that Rozga would provide at the time of installation. No warranty on sewer and drain cleaning. Should a warranty condition arise, Rozga will not be held liable for any loss of profits, wages, or income that the Customer believes they may have incurred as a result of such warranty repairs.

PAYMENT

All invoices are due upon receipt. A one (1%) per month late charge will be added for any payment not received by Rozga within ten days of the due date. Failure to make payment as specified will be considered breach of contract, and Rozga may, at its option cease performance of the work specified herein. In the event Rozga commences action to collect any amount due hereunder, customer shall pay all costs and expenses of collection, including without limitation reasonable attorney fees incurred by Rozga to the extent not prohibited by law.

SEWER CLEANING

Our fees are to run equipment designed to clear, clean or video inspect your sewer and to not guarantee success. We are not responsible for the condition of your existing sewer pipe or any obstruction that may be visible or concealed. Should your sewers condition not allow us to see or be able to be clear due to grease, break or collapse, we will provide you with options to remedy your situation, however, payment for running equipment designed to see/clear/clean your sewer is still due at the time of service.

Rozga Plumbing Corp will make every reasonable effort to perform the scope of the work described below. Due to the unique nature of the tasks and the unknown pipe/field conditions completion of the work may not be possible. Rozga will not be responsible for pipe damage caused by line clearing or snaking due to pipe and fittings by drain cleaner or piping in poor condition. Furthermore, if any Rozga equipment becomes stuck in the pipe for any reason, it will become the responsibility of the customer to repair such collapsed, broken, or defective pipe and retrieve said equipment. Rozga will not be held responsible for backups or damage that may be associated with the cleaning process due to the conditions of the system.

Due to the nature of underground work, there may be potential for overages such as excessive ground water conditions, utilities, multiple fittings stacked together, poor piping unable to be connected to, etc. If there are any issues that may create additional labor or material that are found during the project, we will notify you immediately to discuss.

When a technician arrives to clean or snake out a clogged system (drains or sewers), there is the slight chance that the system is broken or separated. This creates an increased risk that the cables from the sewer/drain machine may become lodged in the sewer. Should this occur, the property owner will incur any and all costs for removing the cables from the sewer or drain. The cables will need to be removed promptly to avoid further damage to the sewer or drainpipes located on the owner's property or those on the Public Utility side of the sewer line. The owner would be responsible for the labor and material cost of lost or damaged cables. **There is no warranty on sewer and drain cleanings.**

NOTICE OF DEFECTIVE WORK

Upon completion of the work, should the Customer find a defect or problem, the Customer agrees to notify Rozga Plumbing Corp ('Rozga') within forty-eight (48) hours of completion of the work described of all defective work, if any. The Customer agrees that upon discovery of any allegedly defective work, The Customer shall immediately call Rozga, who shall have the first opportunity to repair any allegedly defective work. The failure to allow Rozga the first opportunity to repair any allegedly defective work shall void all warranties, express and implied hereunder. The Customer agrees and recognizes that they shall not withhold any payments for allegedly defective work. Rozga Plumbing Corp is not responsible for reimbursement of any work performed by any other company or individual.

Wisconsin Stat. 779.02(2)(a)

"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 buildings 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."

ROZGA PLUMBING CORPORATION
1529 S. 113th Street
West Allis, WI 53214
414-258-9911

SUB-TOTAL	$589.59
MILWAUKEE COUNTY 0.9%	$0.00
STATE OF WISCONSIN 5%	$0.00
TOTAL DUE	$589.59
PAYMENT	$589.59
BALANCE DUE	$0.00

Thank you for your business! We appreciate it.

CUSTOMER AUTHORIZATION

I hereby authorize the below service to be performed along with necessary materials by the ROZGA PLUMBING CORPORATION, its employees and/or subcontractors and release same from any liability for any damages arising from the nature, design and/or condition of existing plumbing and/or electrical and its appurtenances that is not the result of negligence. I also agree that full payment is due upon completion with late charges added at 1% per month on any unpaid balance after completion of work. Failure to pay will result in further legal action. All legal and collection fees will be the responsibility of debtor. I am also aware of a mechanics lien as outlined in Wisconsin Stat. 779.02(2)(a) and the Terms and Conditions printed on the back of this page.

Sign here Date 6/9/2025

CUSTOMER ACKNOWLEDGEMENT

Acceptance of work performed: I find the service and materials performed & installed by EVAN A. have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amounts due. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here Date 6/9/2025

I authorize Rozga Plumbing Corp to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Sign here Date 6/9/2025

Thank you for your time.

Sent from my iPhone

On Jul 2, 2025, at 12:49 PM, Alexander Weislak <AWeislak@westalliswi.gov> wrote:

Good afternoon,

Thanks for taking the time to speak with me over the phone. As we had discussed, the City was able to confirm that the issues you've been experiencing at your property are due to failure on the City's infrastructure. I do apologize that you've been having to deal with this situation since November of last year.

The City is working with Contractors to complete the repairs on the City's sanitary sewer, but I'm unsure on the exact timeline of the replacement. I hope to have the repairs completed within a few weeks at most.

Please feel free to submit a claim for any expenses you incurred while investigating this issue using the following form: https://www.westalliswi.gov/documents/attorney/711035

I'm sure we'll be in further contact,

Alex

Alexander Weislak, PE
Principal Engineer
City of West Allis
www.westalliswi.gov

City Hall offices are open to the public from 11:30 a.m. - 4:30 p.m., Monday - Friday. For the safety of our visitors and staff, access to the building is only available through the south entrance. Visitors to the building will be greeted at our customer service counter and, if needed, escorted to their destination within the building. Many City services can be accessed online at www.westalliswi.gov or by downloading our app in your app store.