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23.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
2009-0082	Claim	Claim Report
Linda Neuhaus communication requesting a refund of towing charges which allegedly occurred on December 30, 2008.		
Introduced: 2/3/2009		Controlling Body: Administration & Finance Committee

### COMMITTEE RECOMMENDATION

*Denied*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
MAR 03 2009			Barczak				
			Czaplewski				
			Kopplin	✓			
			Lajsic	✓			
	X		Narlock	✓			
		X	Reinke	✓			
			Roadt				
			Sengstock				
			Vitale	✓			
			Weigel				
			TOTAL	5	-		

### SIGNATURE OF COMMITTEE MEMBER

*Kurt Kopplin*  
 Chair \_\_\_\_\_ Vice-Chair \_\_\_\_\_ Member \_\_\_\_\_

### COMMON COUNCIL ACTION

*Denied*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
MAR 03 2009			Barczak				✓
			Czaplewski	✓			
	✓		Kopplin	✓			
			Lajsic	✓			
		✓	Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	9	-		1

**STANDING COMMITTEES OF THE  
CITY OF WEST ALLIS COMMON COUNCIL**

**ADMINISTRATION & FINANCE**

Chair: Kurt E. Kopplin  
Vice-Chair: Vincent Vitale  
Thomas G. Lajsic  
Richard F. Narlock  
Rosalie L. Reinke

**PUBLIC WORKS**

Chair: Gary T. Barczak  
Vice-Chair: Martin J. Weigel  
Michael J. Czaplewski  
Daniel J. Roadt  
James W. Sengstock

**SAFETY & DEVELOPMENT**

Chair: Thomas G. Lajsic  
Vice-Chair: Richard F. Narlock  
Kurt E. Kopplin  
Rosalie L. Reinke  
Vincent Vitale

**LICENSE & HEALTH**

Chair: Michael J. Czaplewski  
Vice-Chair: James W. Sengstock  
Gary T. Barczak  
Daniel J. Roadt  
Martin J. Weigel

**ADVISORY**

Chair: Rosalie L. Reinke  
Vice-Chair: Daniel J. Roadt  
Kurt E. Kopplin  
Richard F. Narlock  
Vincent Vitale



February 24, 2009

OFFICE OF THE CITY ATTORNEY

Scott E. Post  
City Attorney

Sheryl L. Kuhary  
Jeffrey J. Warchol  
Jenna R. Merten  
Assistant City Attorneys

Common Council  
City of West Allis

RE: City Attorney's Report of Claim

Dear Council Members:

The enclosed claim has been referred to this office in accordance with Section 3.05 (8) of the Revised Municipal Code. This office has examined the facts of the claim and the applicable law. Our Opinion regarding liability is as follows:

**It is the recommendation of this office that the following claim be denied:**

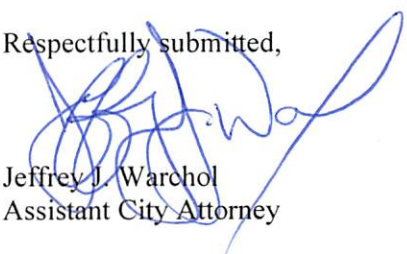
**Linda Neuhaus - Amount: \$ 116.16**

This is a claim for reimbursement for the cost incurred by the claimant when her vehicle was towed by the West Allis Police Department on December 30<sup>th</sup>, 2008. The claimant's vehicle was towed when it was parked on South 71<sup>st</sup> Street and West Washington Street in the City of West Allis. The claimant was charged \$116.16 for the tow and seeks reimbursement from the City stating that she was legally parked at the time of the tow. The claimant filed a claim against the City on January 29<sup>th</sup>, 2009.

Deputy Chief Jerry Ponzi of the West Allis Police Department investigated this claim. Deputy Chief Ponzi interviewed the officer who ordered the tow and found out that the claimant's vehicle was clearly parked in a temporary "No Parking" area evidenced by signage placed about 100 feet apart by the Department of Public Works on West Washington Street from South 70<sup>th</sup> to 76<sup>th</sup> Streets. Although the officer did note that the specific sign directly in front of the claimant's vehicle had been knocked down and was lying in the snow, it was still obvious to the officer that claimant should have observed all the other temporary "No Parking" signs still standing in the snow banks along the curb line up and down the entire block. This is why, in the officer's opinion, there were only three (3) cars parked at the time of the incident in the area as opposed to the normal situation of vehicles parked up and down that particular street. Because it was important for the Department of Public Works to perform snow removal along the curb lines on the day in question, as well as, the proper posting of "No Parking" signs, the police officer issued the claimant a ticket and had the vehicle subsequently towed.

Based upon the above, the City was not negligent in the issuance of a ticket to the claimant for illegal parking and the subsequent tow to allow the Department of Public Works to clear the streets from excessive snow. Therefore, it is the recommendation of the City Attorney's Office to deny this claim pursuant to the provisions of Wisconsin Municipal Claims Statute 893.80.

Respectfully submitted,

  
Jeffrey J. Warchol  
Assistant City Attorney

JJW:da



CITY CLERK/TREASURER'S OFFICE  
414/302-8200 or 414/302-8207 (Fax)  
[www.ci.west-allis.wi.us](http://www.ci.west-allis.wi.us)  
**Paul M. Ziehler**  
*City Admin. Officer, Clerk/Treasurer*  
**Monica Schultz**  
*Assistant City Clerk*  
**Rosemary West**  
*Treasurer's Office Supervisor*

January 29, 2009

Linda Neuhaus  
4253 N. 68 St.  
Milwaukee, WI 53216

Dear Ms. Neuhaus:

This letter acknowledges receipt of your communication requesting a refund of towing charges which allegedly occurred on December 30, 2008.

The original document will be submitted to the Common Council at its meeting of February 3, 2009.

It is not anticipated that a decision regarding this matter will be made on this date. Generally, all communications are directed to the City Attorney's office for investigation. Common Council action regarding your communication will not be taken until the City Attorney's investigation is completed. Any questions you may have regarding this matter should be directed to their attention.

Sincerely,

Monica Schultz  
Assistant City Clerk

/amn

cc: City Attorney

Jan 29, 2009

I came out of MATC on Dec 30, 2008 to find my car missing. I thought it had been stolen. The office called the police to find out it had been towed.

I was told snow emergency signs were posted. There were no signs. In fact, I clearly parked near a 2 hour parking sign.

Several MATC employees came out to verify this, and took pictures.

When I picked up my car at the tow lot, the officer had left the enclosed note admitting the signs were down.

My ticket was overturned. If I should not have gotten the ticket, I obviously should not have gotten towed. The \$116.16 to get my car back was no small burden on me.

I appreciate your consideration in this matter.

Sandra Neuhaus  
4253 N 68th St  
Mead West  
53216

Pool 28 10/2

2016.05.27 at 10:15 AM for two small  
tadpoles of *R. sierrae* and one large tadpole of  
*R. sierrae* and one *R. sierrae* tadpole. Both to  
be kept with hatch to two large tadpoles of  
*R. sierrae*.

2016.05.27 at 10:15 AM for two small  
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be kept with hatch to two large tadpoles of  
*R. sierrae*.

City of West Allis DPW plowing.  
Signs up for approx 2 weeks.  
Yes, they were down, but DPW  
needed moved to work. Per.  
Sgt. Aston WAPD ticket &  
tow

 S. BLOOS

RECEIVED

JAN 29 2009

CITY OF WEST ALLIS  
CLERK/TREASURER

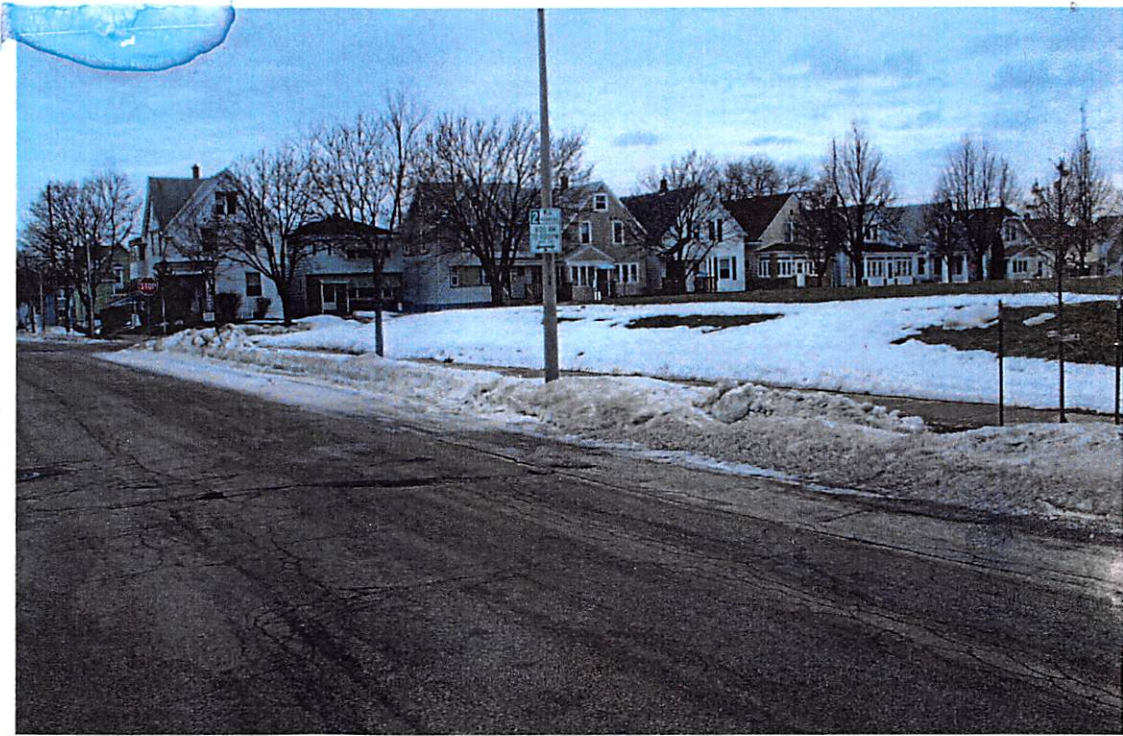
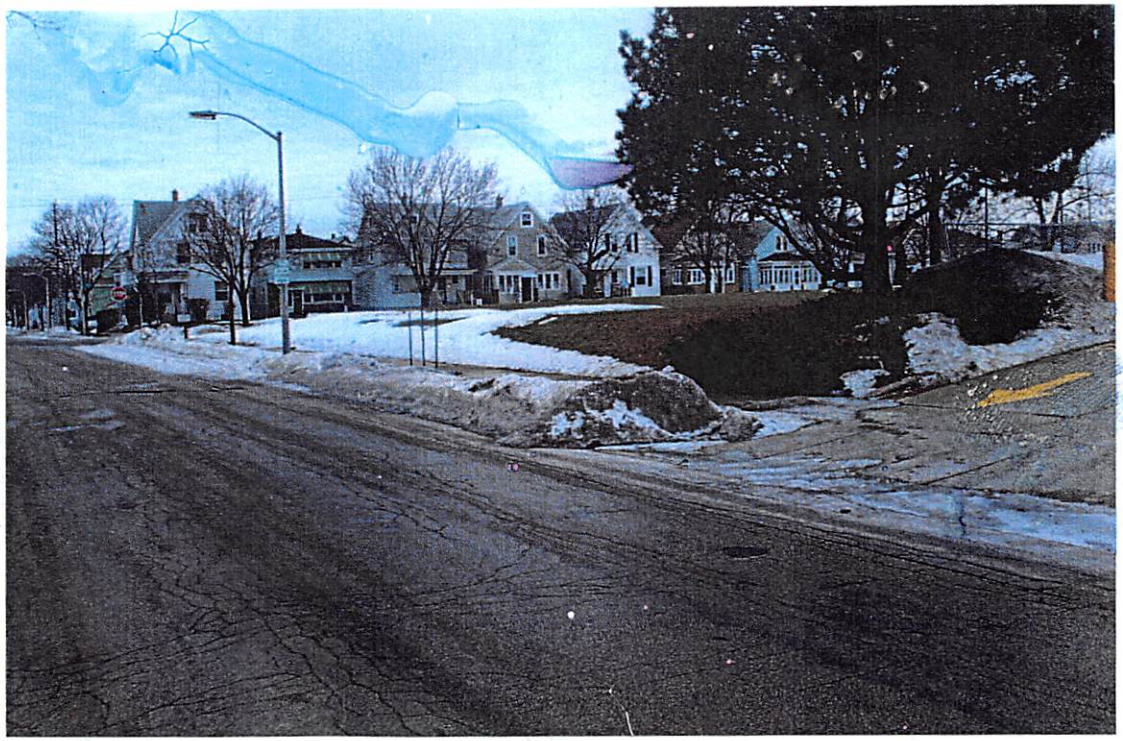
Handwritten text, mostly illegible due to bleed-through and fading. Some words like "City of West Allis" and "Clerk" are faintly visible.



RECEIVED  
JAN 20 2008  
CITY OF WEST ALLIS  
CLERK/TREASURER









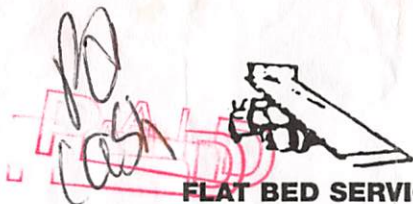
**"DAMAGE FREE"  
TOWING**

# N & S TOWING, INC.

1719 So. 83rd Street • West Allis, WI 53214

476-8697 • Fax 476-7828

- 24 HOUR ROAD SERVICE -



**FLAT BED SERVICE**

TOWED FOR <u>Linda S. Neuhaus</u>		DATE <u>12.30.08</u>		CASH	<input checked="" type="checkbox"/>
ADDRESS <u>4253 N. 68 St</u>		RO#	PO#	CHARGE	<input checked="" type="checkbox"/>
FLATBED TOW	LOCKOUT	START	TIRE	GAS	DRIVER <u>[Signature]</u>
MAKE <u>Jeep</u>	YEAR <u>Wrangle</u>	TRUCK #			
LICENSE # <u>923 MYE</u>	STATE <u>WI</u>	LOCATION <u>WA 2615-71 + Washington</u>			<u>100</u>
VIN # <u>1J4FY19S8XP424597</u>	MILEAGE				
NAME					
ADDRESS		PHONE ( ) -			
DL# <u>N200-5375-25200</u>	DOB <u>1/20/52</u>	ADVANCE CHARGES			
ACC#	EXP: <u>1/20/13</u>	STORAGE <u>12/30/08</u>	TO <u>1 1</u>	<u>10</u>	<u>00</u>
I agree to not hold N&S Towing responsible for damages done to my vehicle due to services provided by them unless negligence can be proven and also I agree to pay total amount of invoice according to card issuers agreement and/or N&S Towing's billing policy if credit voucher.		AUTHORIZATION #	TAX	<u>6</u>	<u>16</u>
		TOTAL		<u>116</u>	<u>16</u>

X Linda Neuhaus  
OWNER/ REPRESENTATIVE                      DRIVER

NO 84189

*Handwritten notes in red ink, possibly a signature or address.*

84J8A

100	100	100	100
100	100	100	100
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RED SERVICE  
*Handwritten notes and signatures in red ink.*

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100

100  
100  
100  
100

CITY OF WEST ALLIS,

Plaintiff,

vs.

STIPULATION AND ORDER

Neuhaus, Linda  
Defendant.

Case No. 316225

A Pretrial Conference, having been held between the parties herein on Jan 28, 2009, the City of West Allis appearing by its attorney or legal intern, and the defendant appearing (in person) (by Attorney \_\_\_\_\_); and, as a result, the parties have agreed as follows:

1. That the defendant hereby enters a plea of ~~(no contest)~~ (guilty) to the (amended) charge of \_\_\_\_\_ and waives the right to appeal under section 800.14, Wis. Stat.
2. That a forfeiture of \$ \_\_\_\_\_ be imposed. This amendment shall not become effective until approved by the court and the forfeiture is paid in full.
3. The forfeiture must be paid by \_\_\_\_\_ 200 \_\_\_\_\_. If the forfeiture is not paid, a default judgment will be entered finding the defendant guilty of the **ORIGINAL CHARGE AND ASSESSING THE ORIGINAL FORFEITURE AMOUNT AS PART OF THE DEFAULT JUDGMENT.**
4. dismiss -> officer wrote her a note saying the sign wasn't posted from where he towed the car
5. **THE DEFENDANT UNDERSTANDS THAT THE ABOVE IS A RECOMMENDATION AND THE COURT IS NOT REQUIRED TO AGREE. IF THE COURT REJECTS THE RECOMMENDATION, THE DEFENDANT AGREES THAT A TRIAL DATE WILL BE SCHEDULED.**

CITY OF WEST ALLIS

By: [Signature]  
Assistant City Attorney/Intern

X [Signature]  
Defendant/Defendant's Attorney

ORDER

The Court approves the foregoing stipulation in its entirety and enters same as the judgment of this Court.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Municipal Judge

## PAYMENT INFORMATION

Make checks payable to: City of West Allis (payment may be made in person or by mail)

City of West Allis Police Department  
11301 West Lincoln Avenue  
West Allis, Wisconsin 53227

If paying in person at the West Allis Police Department, payment can only be accepted during the following hours:

**Monday thru Friday 7:00 a.m. to 6:00 p.m.**  
**CLOSED SATURDAYS, SUNDAYS AND HOLIDAYS**

If not paid when due, an order suspending your driver's license for two (2) years will occur or an order for your commitment to the House of Correction will be issued.

If payment cannot be made when due, you may apply for additional time by **PERSONALLY APPEARING** at:

West Allis Police Department  
CLERK OF COURTS OFFICE (same address as above)  
**\*\*\* Monday thru Friday between 9:00 a.m. & 2:00 p.m. ONLY\*\*\***

***No extensions of time will be granted by telephone.*** No partial payments will be granted unless you personally appear at the Clerk of Courts Office and a specific payment is arranged. If you do not have the means to pay the fine, personally come to the Clerk of Courts Office and request an Indigency Hearing.

Municipal Court  
City of West Allis

\*\*\*\*\*

### UP TO \$1,000 CASH FOR ONE PHONE CALL

The West Allis/West Milwaukee Crime Stopper program pays **CASH REWARDS** up to \$1,000 for crime information. **DO YOU KNOW SOMEONE WHO HAS COMMITTED A CRIME SUCH AS THEFT, BURGLARY, VANDALISM, ASSAULT, DRUG DEALING, ETC.?** Call 414/476-CASH (2274), callers remain anonymous.

\*\*\*\*\*

### NOTICE OF INTENT TO CERTIFY DEBT

The City of West Allis may certify this debt to the Wisconsin Department of Revenue by making a claim for the balance due the City of West Allis against any monies owed you by the Wisconsin Department of Revenue. This action will be taken pursuant to Wisconsin Statute 71.935. This claim will remain in effect until it is paid in full.

To appeal the action of certifying the debt, an appeal must be submitted in writing, state the specific grounds of objection, and be postmarked within twenty (20) days of receipt of this notice. The appeal should be filed at the West Allis Municipal Court Center, 11301 West Lincoln Avenue, West Allis, Wisconsin 53227.



RECEIVED

JAN 30 2009

WEST ALLIS  
CITY ATTORNEY



CITY CLERK/TREASURER'S OFFICE  
414/302-8200 or 414/302-8207 (Fax)  
[www.ci.west-allis.wi.us](http://www.ci.west-allis.wi.us)  
Paul M. Ziehler  
*City Admin. Officer, Clerk/Treasurer*  
Monica Schultz  
*Assistant City Clerk*  
Rosemary West  
*Treasurer's Office Supervisor*

January 29, 2009

Linda Neuhaus  
4253 N. 68 St.  
Milwaukee, WI 53216

Dear Ms. Neuhaus:

This letter acknowledges receipt of your communication requesting a refund of towing charges which allegedly occurred on December 30, 2008.

The original document will be submitted to the Common Council at its meeting of February 3, 2009.

It is not anticipated that a decision regarding this matter will be made on this date. Generally, all communications are directed to the City Attorney's office for investigation. Common Council action regarding your communication will not be taken until the City Attorney's investigation is completed. Any questions you may have regarding this matter should be directed to their attention.

Sincerely,

Monica Schultz  
Assistant City Clerk

/amn

cc: City Attorney

RECEIVED

Jan 30 1908

WESTALLIS  
CITY ATTORNEY

City of Westallis  
City Attorney  
Westallis, Ohio

Received of  
[Name]  
the sum of \$[Amount]

for [Description of Payment]

in full for [Description of Payment]

Witness my hand and the seal of the City of Westallis, Ohio, this [Date] day of [Month], 1908.

[Signature]  
[Title]





OFFICE OF THE CITY ATTORNEY

Scott E. Post  
City Attorney

Sheryl L. Kuhary  
Jeffrey J. Warchol  
Jenna R. Merten  
Assistant City Attorneys

February 25, 2009

Common Council  
City of West Allis

RE: City Attorney's Report of Claims/Lawsuits

Dear Council Members:

The enclosed claims/lawsuits have been referred to this office in accordance with Section 3.05(8) of the Revised Municipal Code. This office has examined the facts of each claim/lawsuit and the applicable law. Our Opinion regarding liability is attached to each claim/lawsuit.

**The following claims/lawsuits have been paid and placed on file:**

Nicole Jusuf (\$442.51)  
Dan Bukiewicz (\$1,013.64)  
Sentry Insurance on Behalf of Robert Gass (\$500.00)

**The following claims/lawsuits have been denied:**

Linda Neuhaus (\$116.16)

Respectfully submitted,



Jeffrey J. Warchol  
Assistant City Attorney

JJW:da  
Enclosures

cc: Thomas E. Mann, CVMIC



**NOTICE OF DISALLOWANCE OF CLAIM**

March 6, 2009

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Ms. Linda Neuhaus  
4253 North 68<sup>th</sup> Street  
Milwaukee, WI 53216

Re: Your Claim Against the City of West Allis  
Date of Loss: 12/30/08

Dear Ms. Neuhaus:

At its meeting on March 3<sup>rd</sup>, 2009, the Common Council of the City of West Allis considered your claim received on January 29<sup>th</sup>, 2009, regarding reimbursement of towing charges for your vehicle parked in the area of South 71<sup>st</sup> Street and West Washington Street, West Allis, Wisconsin and denied it in full.

Please be advised that no lawsuit may be brought on this claim against the City of West Allis or any of its officials, officers, agents or employees after six (6) months from the date of receipt of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Paul M. Ziehler".

Paul M. Ziehler  
City Administrative Officer  
Clerk/Treasurer

PMZ:da  
L:\jeff\claims\denialLtrs\ltr-denial-L Neuhaus

cc: City Attorney's Office  
City Clerk's Office

CITY ADMINISTRATIVE OFFICE

**PAUL M. ZIEHLER**  
City Administrative Officer  
Clerk/Treasurer

414/302-8294  
414/302-8207 (Fax)

City Hall  
7525 West Greenfield Avenue  
West Allis, Wisconsin 53214

pziehler@ci.west-allis.wi.us  
www.ci.west-allis.wi.us