

8.
41.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
2008-0566	Claim	Claim Report
James H. Vranich communication regarding damages allegedly sustained on August 5, 2008.		
Introduced: 9/2/2008		Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

Deny

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
OCT 07 2008			Barczak				
			Czaplewski				
		✓	Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt				
			Sengstock				
			Vitale		✓		
			Weigel				
		TOTAL		5	0		

SIGNATURE OF COMMITTEE MEMBER

Kurt Kopplin
 Chair _____ Vice-Chair _____ Member _____

COMMON COUNCIL ACTION

Denied

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
OCT 07 2008			Barczak	✓			
			Czaplewski	✓			
		✓	Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
		TOTAL		10	1		



September 29, 2008

OFFICE OF THE CITY ATTORNEY

Common Council
City of West Allis

Scott E. Post
City Attorney

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

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 (6)(a) 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:

James H. Vranich - Amount: \$612.00

This is a claim for damages to the claimant's vehicle along with reimbursement for towing charges that occurred on August 5th, 2008, at or about 8522 West Lapham Street, West Allis, Wisconsin when the claimant's vehicle was ordered to be towed by the City of West Allis Police Department for illegal parking. On August 15th, 2008, at approximately 12:15 p.m., the West Allis Police Department received a complaint of an alleged illegally parked vehicle at 8522 West Lapham Street where other vehicles had also been parking to attend the Wisconsin State Fair. The police officer responding to the call, completed an investigation and found the claimant's vehicle to be in violation of the City's ordinance and state statute wherein a vehicle cannot be parked within four (4) feet of a driveway entrance. Based upon the officer's investigation and discretion, a parking ticket was issued to the claimant and a tow order was entered for the illegally parked vehicle. Later that afternoon around 5:00 p.m., N&S Towing executed the tow order on the vehicle. The claimant, believing that the City acted improperly in this matter, filed a claim on August 15th, 2008, for reimbursement of the towing charges in the amount of \$116.16 and for damages to his vehicle allegedly caused by N&S Towing during the tow in the amount of \$495.26 for a total claim against the City of approximately \$612.00.

This claim was investigated by City of West Allis Deputy Police Chief Rick Balistrieri who found the actions of the West Allis Police officer to be substantiated, within his discretion and pursuant to policy standards of the Police Department. The City Attorney's Office concurred with Deputy Chief Balistrieri's findings regarding the actions of the police officer in this case.

Regarding the alleged damages done by N&S Towing, said company is an independent contractor and as such, the City is not responsible for negligent acts committed by N&S Towing. If, in fact, the claimant believes that N&S Towing damaged his vehicle, he would need to take legal action directly against N&S Towing as opposed to the City of West Allis. Again, N&S Towing is not an employee or agent of the City of West Allis in any capacity whatsoever.

Based upon the above, 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

James H. Vranich
1629 South 95th Street
West Allis, Wis. 53214

RECEIVED

AUG 15 2008

CITY OF WEST ALLIS
CLERK/TREASURER

August 12, 2008

WEST ALLIS POLICE DEPARTMENT
11301 W. Lincoln Ave.
West Allis, WI. 53214

Mayor Daniel Devine ✓
7524 W. Greenfield Ave.
West Allis, WI. 53214

RE: Parking Citation No. 1630606 dated 8/5/2008:
Officer B. Molthem #9475.

The above listed Parking Citation should be dismissed for the following reasons.

I was legally parked in front of 8606 West Lapham street, not in front of 8522 West Lapham street as Richard Berkham complaint which he made on 8/15/2008. I had parked my vehicle, a Dodge Stratus medium sized sedan in order to attend the Wisconsin State Fair. Richard Berkham complaint is unwarranted because he had no reason to complain that I had blocked his driveway. My vehicle did not hang over his driveway. This section of West Lapham street from 84th to 92nd street has no restricted day parking. Daytime Parking is permitted during during the day. There were no Temporary Parkings on this area of West Lapham street for the Wisconsin State Fair goers. This portion of West Lapham street was some distance away from the Wisconsin State Fair. The complaintant, Richard Berkham had no justification to complain about a vehicle parked in front of his neighbor's property. In the road area between his driveway and the adjacent driveway west his neighbor's of 8602 West Lapham street, there was ample room for parking for (3) vehicles to be parking with out violations I deny that my vehicle blocked his driveway. There was ample room for vehicles to drive upon his driveway. The west end of his driveway was on the border line between his lot of 8522 and West Lapham street of his neighbor's lot. I have never received any parking citation from the West Allis Police Department. I'm of (81) years of age and and of sound mind and body. After parking my vehicle in front of 8602 West Lapham street, I had checked my vehicle to make sure that I had parked properly so that I wasn't blocking a driveway. As I walked east to attend the Wisconsin State Fair, I noticed Richard Berkham, the complaint, sitting in front of his lot solicting for the Wisconsin State Fair goers to park upon his front yard and driveway. He did not pay any attention to me or try to stop me in order to complain that I was blocking his driveway.

Parking vehicles upon the front lawn in a residential zoned neighborhood degrades the neighborhood and is unsightly at times and annoying to some of the neighbors of making parking lots within their neighborhood. It's a questionable and unregulated business. For years, the Wisconsin Department of Revenue has been reporting that many of the property owners that have been parking vehicles upon their property for Wisconsin State Fair goers have not been reporting their yearly income earnings derived from their parking charges upon their income taxes made during the activities at the Wisconsin State Fair. In a recent article in one of the Milwaukee newspapers, one of the owners made enough money having fair goers to pay

their property taxes each year.

Officer B. Malthem #9475 used poor judgement and decisions in issuing a parking citation with in this case. I deny that my vehicle was hanging into his driveway as Officer B. Malthem stated within his Parking Citation writtened out on 8/5/2008 at 12:15 P.M. The complainant probably didn't like it that there were other fair coers's vehicles parked in front of his property upon the east side of his driveway and blocking the view of his yard which he had anticipated for parking for fair coers.

There was no need for the West Allis Police Department to have my vehicle towed. At no time did my vehicle block the Complainant's usage of his driveway for parking of the Wisconsin State Fair's coers. My vehicle was-
'nt even parked in front of his property. I deny that I had violated Ordance number 346.54 regarding Entrance Alleged Drive closer than (4) feet.

When my wife and I had left the fair at 5:P.M. to pick up my vehicle, I discovered that it was missing from where I had parked it. I contacted the West Allis Police Department to report it as missing. I was informed that it was towed away at 5:00 P.M. and was towed to the N & S Towine, Inc, located at 1719 S. 83rd street in a complaint made by Richard Berkhan of 8522 West Lapham street.

RE: N & S Towine, Inc. 1719 S. 83rd street West Allis, WI. 53214
Invoice #17630 dated 8/5/2008.

When I went to the N & S Towine, Inc. to reclaim my vehicle, I was surprised to receive a outrageous towine bill in the amount of \$116.16 for a (4) block tow from 86th and West Lapham street to 1714 S. 83rd street with a \$10.00 Storage charge and a \$25.00 Release Charge added to the invoice. I protested about these outrageous charges but they would not change them. They didn't want to hear about them or to change the billing and their action that they displayed was very unbusiness like. I paid the \$116.16 bill out of duress with my credit card in order to reclaim my vehicle and I sioned upon the invoice "Paid Under Protest." When I arrived at home, I checked my vehicle for any damage that may have been done by towed. Upon my checking out my vehicle after arriving at home, I discovered that the N & S Towine, Inc. located at 1719 S. 83rd street in West Allis had damaged the rear bottom of my vehicle which showed many large scratches which were caused by their towine. I went back to N & S Towine, Inc. to complain and to show them the damage about the many scratches. N & S Towine, Inc. denied that their towine had done the damage. They had covered the damage with dirt hoping that I wouldn't have noticed it for a while. They were also tryine to put the blame that the scratches were there before the towine. Then also tryine to put the blame on the vehicle being parked in my garagewhich I can't park my vehicle in because of ot being so small. also tryine to hut the blame on my backing up into my driveway which I always drive in forward because it's a large driveway and their mentioning other possibilities. I had purchased the vehicle in February of this from Hub South of West Allis and there were no such damage that apperaed upon the vehicle. I would have had Hub South to have them to take care of the scatches before I would have purchased the vehicle. N & S Towine, Inc. attitude was very abnoxious regarding the reponse to my claim of their damageine done to my vehicle by their towine. They were very uncouper-tive about discussing the matter. Their statement upon the top of their invoice states "DAMAGE FREE TOWING." Upon the hottom of their invoice they have a disclaimer that reads as follows: "to hold N & S Towine, Inc. not to be responsible for damage done to a vehicle due to have been towed

due to service provided by them when negligence can be proven and also that I agree to pay the total amount of the invoice." The scratches weren't upon my vehicle when I parked it in front of 8606 West Lapham street on 8/5/2008. The next day I took my vehicle to my insurance company, CRC Service for my insurance agent to view the damage. My agent said that it looks as if a chain was used to tie down the vehicle for towing which caused the damage. My agent told me to file a claim for the damage. I also checked out with the Better Business Bureau about the N & S Towing, Inc. about complaints against them. Their report stated that there were a total of (5) complaints made upon this company in the last (36) months and that the company failed to repond to the BBC to resolve or to address the complaint issue. Their report is enclosed. Upon checking out with the West Allis Auto Body located at 8808 W. National Ave, West Allis, WI. their estimate of the damage occurred was \$495.26. A copy of their estimate is enclosed.

By all legality the unneeded tow away service ordered by the West Allis Police Department was ordered in error. I can see the need for this in the Temporary Parkine for the Wisconsin State Fair area but not for the Lapham street area. The West Allis Police Department or the City Of West Allis should be held libel for orderine this unneeded towing order and the outlandish amount of the towing charges charged by the N & S Towing, Inc. firm and for the repair damage to be performed by the West Allis Auto Body.

In conclusion: When the West Allis Police Department tickets the violators of the night parkine restrictions, a Parking Violation Citation is issued but the vehicles aren't towed away until a certain amount of repeated citations are issued. Therefore, the West Allis Police Department made an error upon issuing this Parkine Citation which should be dismissed.

Sincerely,

James H. Vranich

ENC: Copy of Parkine Citation No. #1639606 dated 8/5/08.
" " diaqram of West Lapham street regarding residence located at 8522 W. Lapham St. & 8602 W. Lapham St.
Copy of N & S Towing, Inc. invoice dated 8/5/2008.
" " BBC report upon N & S Towing, Inc.
" " West Allis Auto Body estimate dated 8/7/2008.

LICENSE NUMBER
ses9
W66071

PARKING CITATION
WEST ALLIS, WISCONSIN

No. **1639606**

YEAR *08* STATE *WI* MAKE & COLOR *Dodge Red*

CASH DEPOSIT
\$ *30-*

NAME

ADDRESS ZIP CODE

LOCATION *8500 Lapham*

DATE
8/5/08

TIME *12:50* AM/PM

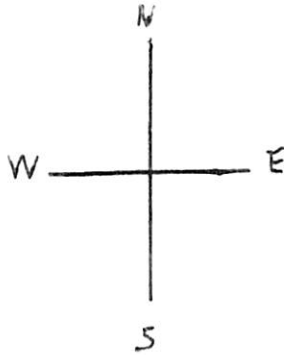
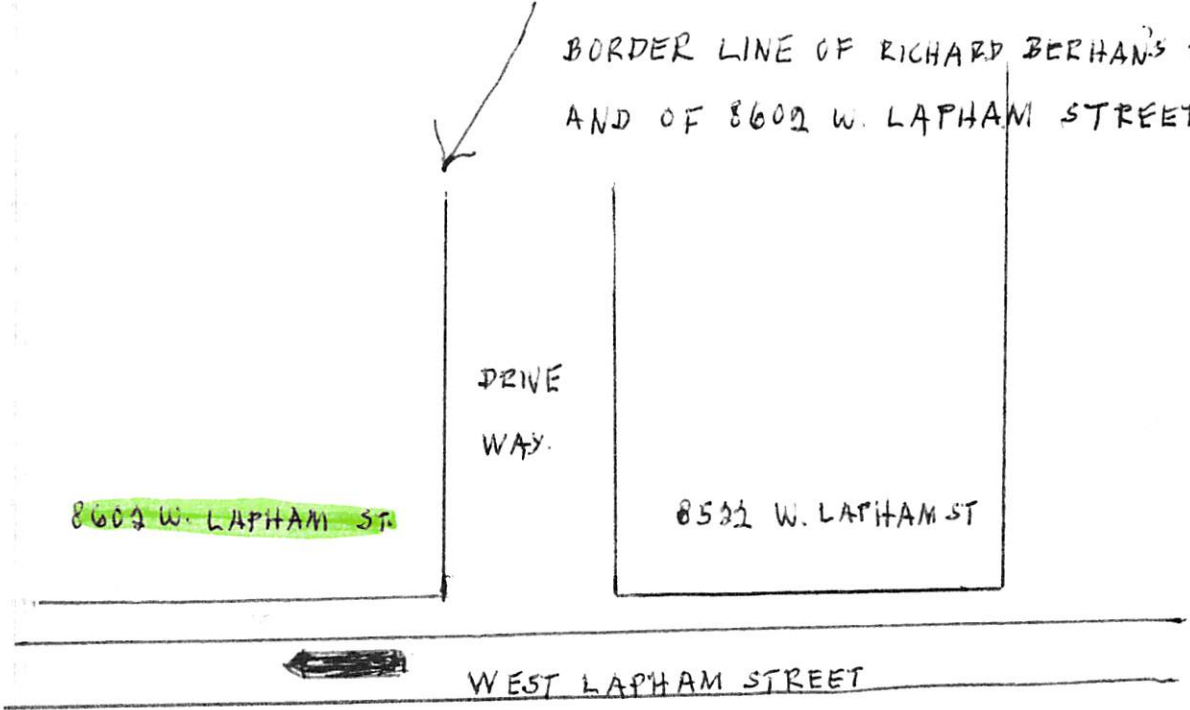
- ORDINANCE NUMBER / VIOLATION DESCRIPTION
- 346.53(2) ALLEY BUSINESS DISTRICT
 - 10.10(2) ALLEY PARKING OTHER
 - 346.53(5) CROSSWALK CLOSER THAN 15'
 - 346.53(4) ENTRANCE ALLEY OR DRIVE CLOSER THAN 4'
 - 346.53(3) FIRE HYDRANT CLOSER THAN 10'
 - 356.53(1) LOADING OR BUS ZONE
 - 10.14(7)(a) METER VIOLATION
 - 10.105 NIGHT PARKING: NO PERMIT WRONG SIDE SUCCESSIVE NIGHTS
 - 10.10(1) OVERTIME PARKING
 - 10.10(1) PROHIBITED PARKING BY OFFICIAL SIGN
 - 346.55(3) POSTED PRIVATE PROPERTY
 - 10.108 TRESPASS PARKING
 - OTHER: _____

OFFICER'S SIGNATURE
B Malthem

EMPL#
9475

Hang in into Drive

8522 W. LAPHAM ST. DRIVEWAY WAS THE
BORDER LINE OF RICHARD BERHAN'S LOT.
AND OF 8602 W. LAPHAM STREET.





**"DAMAGE FREE"
TOWING**

N & S TOWING, INC.

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

476-8697 • Fax 476-7828

- 24 HOUR ROAD SERVICE-



PAID



FLAT BED SERVICE

TOWED FOR <u>James H. Vranich</u>		DATE <u>8.5.08</u>		CASH	<input checked="" type="checkbox"/>
ADDRESS <u>1629 S 95</u>		RO#	PO#	CHARGE	<input checked="" type="checkbox"/>
FLATBED TOW	LOCKOUT	START	TIRE	GAS	DRIVER <u>JH</u>
MAKE <u>Dodge</u>	STATE <u>WI</u>	YEAR	TRUCK # <u>7500</u>		
LICENSE # <u>W66077</u>	STATE <u>WI</u>	LOCATION <u>W19199.8502 W Lapha</u>			
VIN # <u>1B3FS6K04N325337</u>	MILEAGE				
NAME		<u>after hours</u>			
ADDRESS		PHONE () -		<u>release 2500</u>	
DL# <u>V6524482-702307</u>	DOB <u>1/23/27</u>	ADVANCE CHARGES			
ACC#	EXP: <u>1/23/15</u>	STORAGE <u>8.5.06</u>	TO <u>1/1</u>	<u>10.00</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 # <u>014282</u>		TAX	<u>6.16</u>
				TOTAL	<u>116.16</u>

James H. Vranich
OWNER/REPRESENTATIVE

James H. Vranich
DRIVER

and Under Stated

77630

BBB® Serving Wisconsin
10101 W. Greenfield Ave.
Suite 125
Milwaukee, WI 53214
(800) 273-1002
www.wisconsin.bbb.org

BBB Reliability Report for

N & S Towing

BBB Rating Unsatisfactory

BBB issues Reliability Reports on all businesses, whether or not they are BBB accredited. If a business is a BBB Accredited Business, it is stated in this report.

Name: N & S Towing

Phone: (414) 476-8697

Address: 1719 S. 83rd Street
Milwaukee, WI 53214

File Open Date: February 1992

TOB Classification: Towing-Automotive

BBB Accreditation: This company is not a BBB Accredited business.

Customer Experience

Based on BBB files, this company has an unsatisfactory record with the BBB due to failure to respond to two or more complaints.

When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

The BBB processed a total of 5 complaints about this company in the last 36 months, our standard reporting period. Of the total of 5 complaints closed in 36 months, 4 were closed in the last year.

Service Issues

No Response

- 2 - Company failed to respond to the BBB to resolve or address the complaint issues.

Customer Service Issues

No Response

- 3 - Company failed to respond to the BBB to resolve or address the complaint issues.

Licensing

This company is in an industry that may require licensing, bonding or registration in order to lawfully do business. The BBB encourages you to check with the appropriate agency to be certain any requirements are currently being met.

As a matter of policy, BBB does not endorse any product, service or business.

BBB Reliability Reports are provided solely to assist you in exercising your own best judgment. Information in this BBB Reliability Report is believed reliable, but not guaranteed as to accuracy.

BBB Reliability Reports generally cover a three-year reporting period. BBB Reliability Reports are subject to change at any time.

If you choose to do business with this business, please let the business know that you contacted BBB for a BBB Reliability Report.

ID: 4004278

Report as of August 6, 2008 11:09

Copyright© 2008 Better Business Bureau

Let the BBB Help You Resolve a Complaint



First- Try to Resolve the Problem With The Business:

Look at your problem objectively, to be sure your expectations are reasonable. Then talk to the salesperson, a manager, or the company's customer service representative. If you continue to be dissatisfied, contact the company owner or corporate headquarters.

If the Problem Is Not Resolved, It May Be Time to File a Complaint With the BBB:

The BBB handles complaints and provides reliability reports regarding any business, without regard to whether the firm is a member of the Better Business Bureau. You may file a complaint online at www.wisconsin.bbb.org, or you may state your complaint in a letter to the BBB, or you may use the complaint form on the attached page. Call the BBB at 414-847-6000 or 800-273-1002 if we can provide additional information to assist you.

Your complaint should:

- **Identify the Business:** Be sure your complaint provides the name and current address of the business, as well as the phone number for the business if available. When possible, it helps to provide names of people with whom you dealt and dates of your contacts with the business.
- **Describe the problem:** Describe as completely as possible the problem with the product or service. Try to avoid emotional or accusatory words, and state the facts. For example: if you were told something that was untrue, describe it as untrue. If you believe a business has not honored a warranty, explain what needs repair and include a photocopy of the warranty. If a business's work or product is defective, explain what is wrong.
- **Explain What You Want:** State what you believe would be a fair solution to your problem. State how you feel the product should be fixed, or what additional service should be performed. If you request a full or partial refund, how much money should be refunded?
- **Include Photocopies And Keep Your Original Documents:** It may help, but in most cases is not essential, to send a copy of any contract, receipt, warranty, and both sides of cancelled checks that may support your statements. ***The BBB will not be able to return these copies to you – keep your original documents!***

Remember: The BBB will forward a copy of your complaint to the business. The BBB asks the business to review your complaint and any solution you propose, and to answer your complaint within ten business days. You will be sent a copy of the business's response, along with a form asking you to let us know whether the business has resolved the matter. Some businesses respond immediately. Others are slower. Please allow three to four weeks for a response then, if necessary, contact the BBB by phone, at 1-800-273-1002 or 1-414-847-6000 or email, complaints@wisconsin.bbb.org.

The Bureau Offers Mediation or Arbitration. One good reason to do business with Better Business Bureau member firms are that these businesses have agreed to respond to all complaints. In addition, most BBB members are pre-committed to arbitration if the complaint cannot be resolved otherwise. *This service is offered at a fee to you.* Arbitration does not guarantee that you will be satisfied with the result anymore than filing a lawsuit guarantees that you will win the case, but the BBB provides an impartial and fair process to hear your complaint as well as the business's side of the story. The arbitrator makes a decision that, in most cases, is binding on both the business and you.

Your privacy is important to us.

****Our privacy policy can be found at www.wisconsin.bbb.org or by contacting us.****

WEST ALLIS AUTO BODY
 8808 W. NATIONAL AVE.
 WEST ALLIS, WISC 53227
 PHONE: 414-327-4140 FAX: 414-327-0033

CD LOG NO 3139-1 DATE 08/07/08

SHOP:
 CITY STATE: , WI

INSP DATE: 08/07/08
 CONTACT: GLENN

OWNER: VRANICH, JAMES H.
 ADDRESS: 1629 S 95ST
 CITY STATE: WEST ALLIS, WI
 ZIP: 53214

LOSS DATE: 08/07/08
 POINT OF IMPACT: 9

LIC#:
 BODY COLOR: RED
 CONDITION:

STATE:

VIN:
 MILEAGE:
 ACCTNG CTL#:

*=USER-ENTERED VALUE	E=REPLACE OEM	NG=REPLACE NAGS
EC=REPLACE ECONOMY	UE=REPLACE OE SURPLUS	UC=RECONDITIONED PRT
UM=REMAN/REBUILT PRT	EU=REPLACE SALVAGE	EP=REPLACE PXN
OE=REPLACE PXN OE SRPLS	PC=PXN RECONDITIONED	PM=PXN REMAN/REBUILT
TE=PARTL REPL PRICE	ET=PARTL REPL LABOR	IT=PARTIAL REPAIR
I=REPAIR	L=REFINISH	BR=BLEND REFINISH
TT=TWO-TONE	CG=CHIPGUARD	SB=SUBLET
N=ADDITIONAL LABOR	RI=R&I ASSEMBLY	P=CHECK
AA=APPEAR ALLOWANCE	RP=RELATED PRIOR	UP=UNRELATED PRIOR

2004 DODGE STRATUS ES 4DOOR SEDAN 6CYL GASOLINE 2.7
 CODE: N1553B/D OPTNS D/24DSACHW

OPTIONS:

TWO-STAGE - EXTERIOR SURFACES	TWO-STAGE - INTERIOR SURFACES
BUMPER COVER MOUNTED FOG LAMPS	DRIVER POWER SEAT
ELEC REMOTE CONTROL MIRRORS	POWER DOOR LOCKS
AUTOMATIC TRANS	CRUISE CONTROL

OP	GDE	MC	DESCRIPTION	MFG. PART NO.	PRICE	AJ%	B%	HOURS	R
I	0566		COVER, REAR BUMPER	REPAIR				2.0	*1
L	0566	13	COVER, REAR BUMPER	REFINISH				3.8	4
RI	0580		REFLECTOR, REAR BUMP LT	R&I ASSEMBLY				1.1	1
RI	0581		REFLECTOR, REAR BUMP RT	R&I ASSEMBLY				0.1	1
EC	M03		FLEX ADDITIVE	ECONOMY PART	5.00*				*4*

5 ITEMS

MC MESSAGE(S)
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

OTHER PARTS					5.00
PAINT MATERIAL					114.00
PARTS & MATERIAL TOTAL					119.00
TAX ON PARTS & MATERIAL @				5.600%	6.66
LABOR	RATE	REPLACE HRS		REPAIR HRS	
1-SHEET METAL	50.00	1.2		2.0	160.00
2-MECH/ELEC	65.00				
3-FRAME	50.00				
4-REFINISH	50.00	3.8			190.00
5-PAINT MATERIAL	30.00				
LABOR TOTAL					350.00
TAX ON LABOR		@		5.600%	19.60
SUBLET REPAIRS					
TOWING					
STORAGE					
GROSS TOTAL					495.26
NET TOTAL					495.26

SHOPLINK U5370 ES CD LOG 3139-1 DATE 08/07/08 09:13:22AM R6.37 CD 07/08
PXN: Y/00/00/00/00/00 CUM 00/00/00/00/00 GEOCODE 53227

HOST LOG

(C) 1998 - 2007 AUDATEX NORTH AMERICA, INC.

1.1 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA.

-
1. ALL PARTS PRICES SUBJECT TO CHANGE.
 2. ALL WORK GUARANTEED FOR ONE YEAR FROM THE DATE OF COMPLETED REPAIRS
 3. PAYMENT IF FULL (INCLUDING DEDUCTIBLE) IS REQUIRED BEFORE THE VEHICLE WILL BE RELEASED.
 4. IF INSURANCE COMPANY ESTIMATES YOUR VEHICLE, WE HAVE TO FOLLOW INSURANCE CO. ESTIMATE, HIGHER OR LOWER. OUR ESTIMATE BECOMES NULL & VOID.
 5. PLEASE PROCEED WITH REPAIRS, BUT CALL ME BEFORE CONTINUING, IF THE PRICE WILL EXCEED THIS ESTIMATE. I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS, AND I AUTHORIZE REPAIRS TO MY VEHICLE.

*

*

NAME: _____ DATE: _____



OFFICE OF THE CITY ATTORNEY

Scott E. Post
City Attorney

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

September 30, 2008

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 (6)(a) 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.

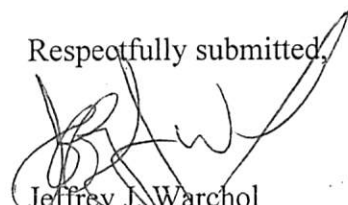
The following claim/lawsuit has been paid and placed on file:

American Family Insurance Group on Behalf of James R. Bednarski (\$4,115.00)

The following claim/lawsuit has been denied:

James H. Vranich (\$612.00)

Respectfully submitted,



Jeffrey J. Warchol
Assistant City Attorney

JJW:da
Enclosures

cc: Thomas E. Mann, CVMIC



NOTICE OF DISALLOWANCE OF CLAIM

October 10, 2008

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James H. Vranich
1629 South 95th Street
West Allis, WI 53214

Re: Your Claim Against the City of West Allis
Date of Loss: 8/5/08

Dear Mr. Vranich:

At its meeting on October 7th, 2008, the Common Council of the City of West Allis considered your claim received on August 18th, 2008, regarding towing charges and property damage allegedly sustained during towing when parked in a driveway during Wisconsin State Fair at or about 8522 West Lapham 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,

Paul M. Ziehler
City Administrative Officer
Clerk/Treasurer

PMZ:da
L:\jeff\claims\denialLtrs\ltr-denial-J Vranich

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