

CITY OF MILWAUKEE

2005 AUG 19 AM 11:52

RONALD D. LEONHARDT
CITY CLERK

City Clerk
ATTN: CLAIMS
200 E. Wells St., Room 205
Milwaukee, WI 53202-3567

Beverly K. Bothe
3246 S. Taylor Ave.
Milwaukee, WI 53207-2726
(414) 483-0897

CITY OF MILWAUKEE
RECEIVED

2005 AUG 19 PM 3:43

OFFICE OF
CITY ATTORNEY

August 18, 2005

Claim Against the City

City Clerk:

On Monday morning, April 25, 2005, the city violated the United States Constitution by seizing private property from us at 3246 S. Taylor Ave., Milwaukee, and for which we are now seeking damages.

In order to describe the incident we find it best to first provide a background of events dating back to June, 2004.

In the spring of 2004 Milwaukee experienced particularly severe and torrential rainstorms, which seems to have been a boon to roofers, for all over the city that summer one would observe roof after roof being repaired. This included our own roof, and in the process of hiring roofers we learned that neighbors two doors north of us blamed the necessity for their own roof repairs on damage caused by squirrels. For years we had been leaving peanuts for squirrels in our backyard and on the grounds in front of our house, and the owners of that household contacted the city and lodged a complaint against us on that score. (At the time we only guessed the source of the complaint, but ten months later we learned from an Internet site we had guessed correctly.)

The placing of blame on us seemed odd, since our own roofer assured us that the repairs on our own roof had not been instigated by squirrel activity. Moreover, neither house directly adjacent to us was undergoing roof repairs, and one would think that these two houses and our own would be primary targets for any squirrel seeking to store nuts. Nor were there any other such repairs occurring on our block. And even if squirrels had been causing damage to the complainant's roof, their accusation against us would have been irrelevant. We live a block-and-a-half away from a major park, Humboldt Park. This means that there have always been an abundance of squirrels in this area and presumably always will be -- unless the city chooses to move the park to accommodate these people. Also, we live on a street lined with sturdy, tall and full-fledged trees, inviting to squirrels for making nests. Indeed, the foliage on our street is so dense that when one enters our block the temperature seems to drop.

Nevertheless, the complaint launched a series of clandestine inspections of our property by the city, beginning on June 17 or 18 or both (again according to records found on the Internet), with the result that the city began to send citation letters to us instructing us to discontinue feeding squirrels, whom they called "rodents." We were also leaving birdseed on the ground under our very large and old backyard tree and we were also told to discontinue this practice.

We were initially distraught - to cut the squirrels off immediately, cold turkey, seemed cruel to us. We then undertook to obtain feeding trays to attach to trees on our property and a birdfeeder to hang on a hook on a pole we put on the yard side of our garage, being sure to place them at least three feet above the ground as the city required. (A second birdfeeder was soon abandoned as unnecessary.)

It was not an easy adaptation and there was some slipping and sliding. Moreover, birdseed would spill from the birdfeeder and the squirrels dropped empty shells (which the city refers to as husks) on the ground.

We have included with this letter a stapled sheaf of pages presenting the sequence of events relating to all this, accompanied by our comments. Also included are some photo sheets.

As can be seen in that paper, in early 2005 we began to receive citations letters from the city again directing us to remove "food" from the ground.

In March the melting of a formidable layer of snow revealed a glut of empty peanut shells under our yard tree that had accumulated during the winter and was buried out of sight underneath the snow. (As you know, it is customary to shovel the sidewalk but not the yard.) This the city apparently saw during an inspection. The family member who usually attends to such matters was at the time involved in a project that caused delegation of the clean-up job to another member of the family. Somehow the wires got crossed and the job didn't get done and more snow arrived and more melting occurred and the city - well... *they* were on the job and began to charge us what they called "reinspection fees."

On April 12 we were instructed to do a removal job within 24 hours. We have detailed our reaction to this in the Comment Column of the attached paper, and in the following insert we reiterate those COMMENTS:

Here, on **April 12**, the city is springing on US **24 HOURS NOTICE TO REMOVE SOMETHING THEY HAVE NEVER MENTIONED BEFORE**, what they term "brush & yard waste" at the "alley line." The brush referred to apparently means stacking of sticks and branches that fall from our very large and old yard tree, plus some autumn leaves commingled with or under them on the ground - the latter not an unusual situation in many yards.

They function **in lieu of a fence** (we prefer not to put up fences, in contrast to next door neighbors) to help prevent neighborhood youths from bicycling and taking shortcuts through our yard.

This "brush waste" is essentially no different than it was the previous year **WHEN THE CITY INSPECTORS SAID NOT ONE WORD TO US ABOUT IT.** This sudden reference comes as something of a shock to us.

There is **no other "yard waste" at the "alley line."**

There are no nuts on the ground. Squirrels do continue to drop shells, the feeder to drop seeds.

On **same day of the April 12** notice a member of our family takes **"BEFORE" PHOTOS** of our "alley line" and of others in the vicinity. The date is recorded on the digital camera computer file. (Computer files cannot be predated and function as a record of this.) **SEE PHOTO SHEET.**

On the following day, **April 13, sometime after 5 PM, WE CLEAR FROM THE YARD** the items referred to, and **CLEAR "ALLEY LINE" OF "BRUSH."** Later we remove even more wood - or "brush" - from further into our yard than the "alley line" per se, just to be on the safe side - although we don't remove all stacking of branches, since directive does say "alley line."

During the **week of April 17** the city sanitation's **BRUSH-PICKUP PICKS UP THE BRUSH** we've placed on the cement in front of our garage - **PROVING FALSE AND MISLEADING THE WARNING LETTER'S STATEMENT THAT IT IS NOT ELIGIBLE FOR PICKUP BY SANITATION.** If the sanitation department keeps logs of this it will be on record.

"AFTER" PHOTOS are taken. **SEE PHOTO SHEET.**

We are pleased with our "alley line" and how nice our yard looks. (AGAIN, SEE PHOTOS.)

Indeed, in the summertime a stroll down our alley confirms to us how nice our yard is in comparison with others. Moreover, last summer when a **city inspector told us, "You really have a well-kept yard,"** we thought he might have meant "beautiful yard."

We are struck by the irony that this is normally the time of year for "spring yard cleaning" in anticipation of warmer weather, and that the city crusade against our yard has been tantamount to make work.

CITY THEFT

On Monday morning, **APRIL 25,** we are shocked when we look out the window at our yard. **In spite of our clearing the "alley line of brush,"** the city **has entered beyond said "alley line" into our property** and stripped it of all wood stacking.

And they have removed something more. **SEE ATTACHED LETTER.**

The "something more" that the city removed refers to two vintage 1950's (perhaps even earlier) "garbage pails" that belonged to our father and that came into our possession

when he died and that have been in the yard of this property since it became the family home in 1953. The outrage and disgust we feel at what the city has done is almost indescribable.

In early May we were notified by the city that we failed to "correct a garbage and litter nuisance" within "the time prescribed" – the 24 hours notice - and that they are charging us \$395 for their having "corrected the violation." The word "garbage" is jarring. Did the city come up with the word from presuming that in a "garbage pail" there will automatically be garbage? In reality there was no garbage inside these pails and hasn't been for decades; our father used them for storing grass cuttings. Indeed, we have *two* city garbage carts for that purpose because one was once stolen and later returned. There would be no need to have additional garbage receptacles to house garbage. And, as may be seen in the photos, the city garbage carts are well removed from the "brush" area and placed on the cement pavement in front of our garage and are easily identifiable as garbage carts.

We are further jarred by the discovery on the Internet site of a city "Violation Detail" stating under "Description": "Remove and dispose of all debris, junk, etc." Junk?! What junk?! We have never kept junk in our yard! We wonder: Is this again a reference to our father's garbage pails? They were not "junk" or "garbage" as the city has mischaracterized them.

How can the value of these objects be measured in terms that the "city" can understand? It is not for the city to judge the worth of a piece of private property to the possessor - in this case two pieces that were prized mementos, treasured relics that have been in the family for over fifty years. Nor is it up to the city to deem them as worthless enough to appropriate and destroy. They constituted no hindrances to anyone, neither physically nor esthetically (should our estimate of their beauty not be shared). In the summer they were obscured from view on the alley side by trees and foliage. (SEE PHOTO.) Even the teenage offspring of the 3236 household chided us after the fact that all the city took from us were some "trees" – meaning that he was unaware of their presence in our yard.

On the other sides, they were blocked from sight lines by our garage and neighbors' fences bordering our property and also by our yard bushes along one of those fences. There is no way these two items could qualify as offensive to people likely to have been unaware they existed and of which no mention was made to us.

Moreover, if anyone in the alley had seen them we feared no theft. Our estimation of our neighbors' tastes, which appear to run mostly to sports and certainly not to 1950's (possibly 1940's) collectibles, rendered us confident of their safety in our yard.

As for us, the almost daily pleasure we took in seeing these mementos of a beloved parent, visualizing this homebody busy in his yard with the objects and implements of his era, further enhanced by our own love of that era, now generally referred to as a "golden age," and our delight in seeing similar objects in movies of these earlier times, the very movies we love best. Indeed, when we viewed contemporary garbage pails of this sort at

a local store we noted the striking contrast of metal employed, which reaffirmed and reemphasized to us the uniqueness and specificity of implements to their own day.

And how beloved was our father to us? When our father died in November, 1994, the Milwaukee Journal was so impressed by the obituary we wrote that they chose to feature a front-page, Thanksgiving Day article about this loving tribute to a father. No doubt it can be read in the Journal archives.

And, in all this, the city left the "alley line" per se no different than we had left it! In the meantime, the nearby "alley lines" that actually did contain debris (see photos) continued to contain it for quite some time after and without the city batting an eyelash.

As for an update on our yard, we have placed a sort of table under the dripping birdfeeder – and tables three feet high are hard to come by. And we have long since switched to shelled peanuts and now buy Kaytee peanuts and birdfeed sold by Target. We read on the packaging:

"Watch your backyard come alive when feeding KAYTEE Squirrel & Critter Blend Wildlife Food. Squirrels, chipmunks, rabbits and other creatures can add excitement and entertainment to your backyard viewing experience... We at KAYTEE want you to enjoy the natural world that is just beyond your doorstep... experience this in your own backyard.

Offer Kaytee Squirrel & Critter Blend in:

- Squirrel feeders
- Platform feeders
- Tray feeders
- Spread directly on ground

Ingredients:

Corn, oil Sunflower, Whole Peanuts, Striped Sunflower, Artificial Flavor.

Member – Wild Bird Feeding Institute"

"Spread directly on ground"?! So where is the raid on Kaytee for advocating a supposedly illegal activity? And where is the raid on Target for selling goods that solicit illegal acts? But the city is fining and raiding us, not them.

For the city to conduct this raid on our property was totally uncalled for. Then to compound this with the pillage of prized and irreplaceable possessions and to furthermore libel us with references to "junk" and "garbage" on our property – slanders potentially there for all the world to see on the Internet – how can we fully express our outrage?

In the almost 120 days allowed to file a claim – a good cooling-off period - our outrage and disgust have not abated. Two irreplaceable family keepsakes lost. Other things semi-lost. A yard that isn't so much fun to be in anymore. Someone in the family says: "It feels

like we're being terrorized. I can't live like this, where we're under surveillance every day of our life." And also: "Retaliation is not in our nature - things like confiscating balls - it makes you feel awful to go against your nature, it changes you."

But all this – deplorable as it is – is peripheral to the crucial matter at hand: the violation of the U.S. Constitution.

For, if nothing else, the city broke the constitutional prohibition against seizure of private property. Moreover, they have the audacity to charge us for this rampage, asking us to *finance* their theft of our own property! In effect they are soliciting us to be complicit in breaking a constitutional amendment, which we would technically be doing if we complied.

As for compensation for this we have stuck to the figure of \$200,000 in all this time. In regard to that \$200,000, we have learned from our neighbors and the city how important it is to be ruthless. However, we still cannot bring ourselves to attain those lofty levels of venality. Moreover, we are aware of news reports of costly city corruption depleting the city coffers. Therefore we are reducing the damage amount to ***\$20,000 per each of the two items*** in question.

The Bothe Family

A handwritten signature in black ink, appearing to read 'Bothe', written over a horizontal line.

(owner)

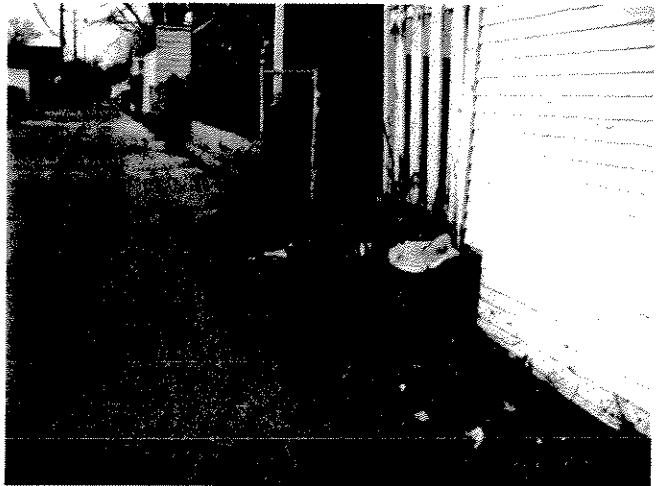
Attachments:

3 sheets of photos

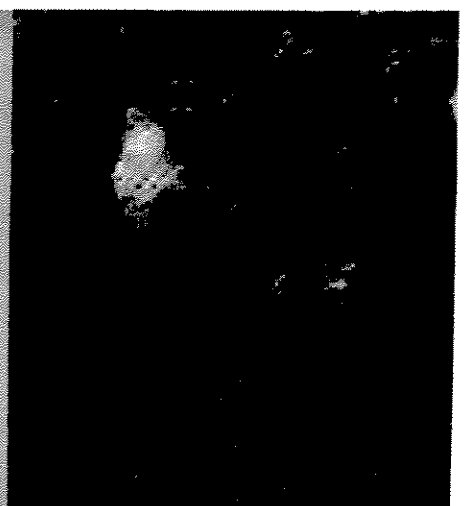
7 sheets of event history with comments



4-12-05
Alley Line



Directly to the left is a *QuikCam* photo of our yard on Sept 19, 2003. A bird can be seen by former groundfeeding area. At the back of yard can be glimpsed our father's vintage cans. To the right is a closer view of them.

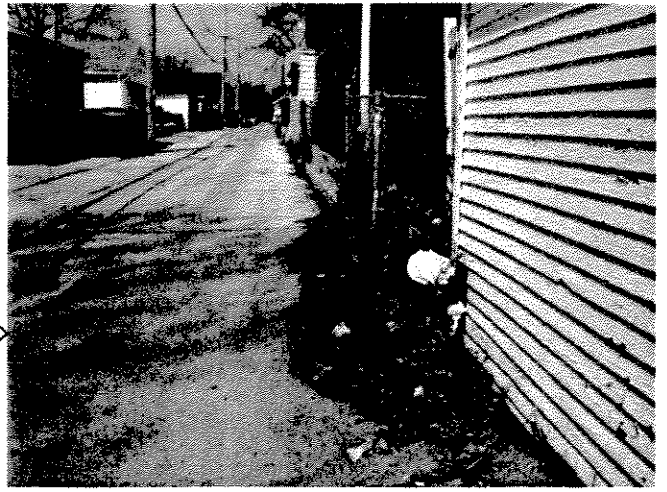


4-19-05



← US

across alley →

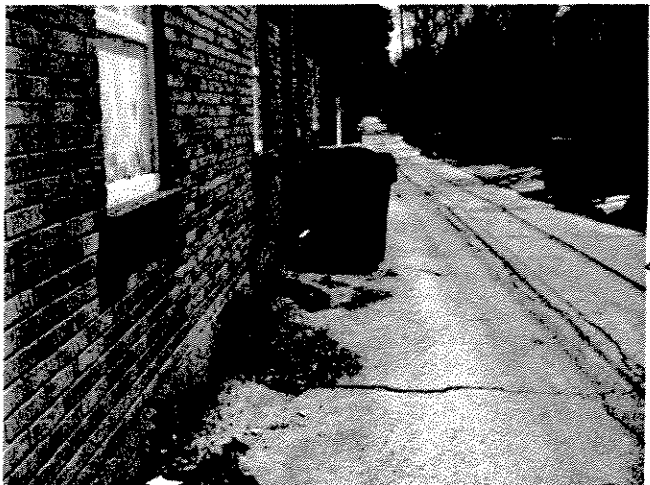


← across alley →

(Our garage is on right side of righthand photo.)



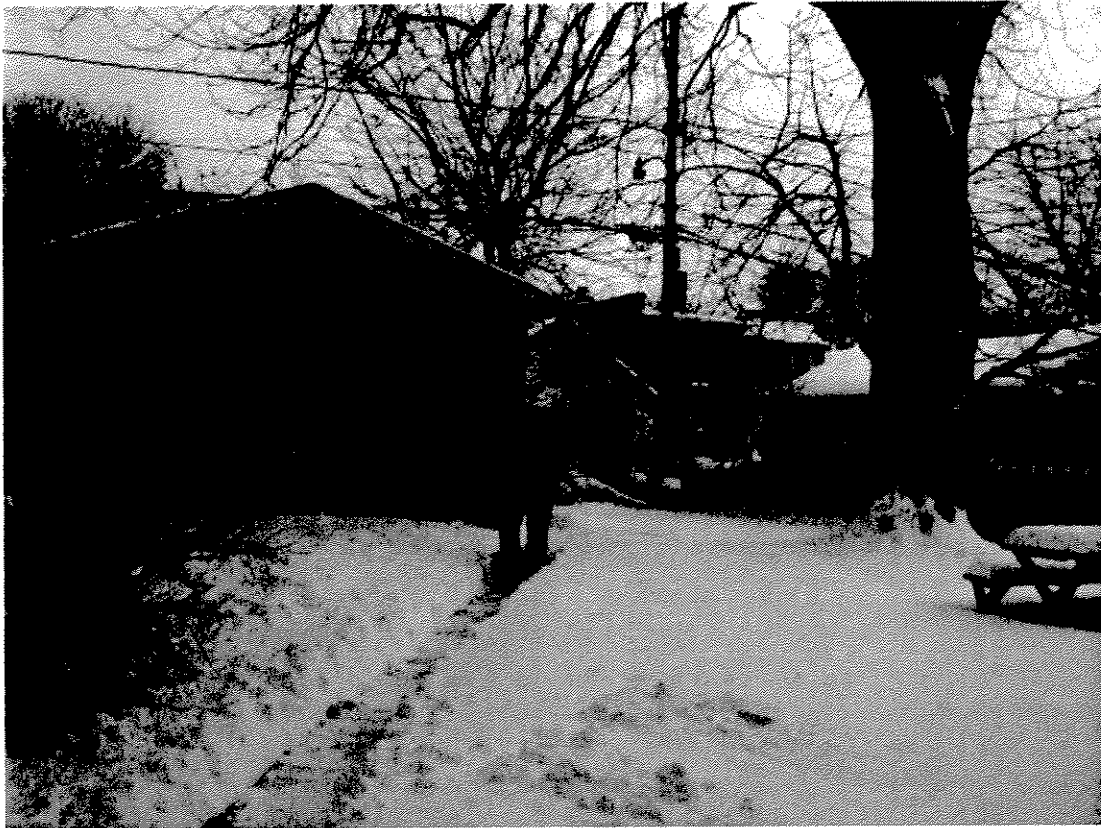
← alley →



← across alley

US →





Above is our yard earlier this year. At back of the yard in center of photo can be seen our father's two 1950's "garbage cans." To the left of them and also covered by snow is visible part of the stack of branches and sticks removed by the city. On back of yard tree can be seen the feeding tray we put up last summer.

Below is a closeup of the two vintage cans removed by the city.



CITY ACTIVITY AND OUR COMMENTS

<u>2004</u>	<u>COMMENTS:</u>
<p><u>Series of "Srv Request Details" (copied from Internet):</u></p> <p>resident at this address is leaving peanuts on the ground for squirrels; squirrels are causing damage to complainant's property</p> <p style="text-align: center;">Response</p> <p>A 6/17/04 inspection identified a violation of the nuisance code. An order was issued to discontinue feeding rodents. Inspected by F. Newell.</p> <p style="text-align: center;">* * *</p> <p>FEEDING SQUIRRELS ON GROUND NUTS ALL OVER PROPERTY</p> <p style="text-align: center;">Response</p> <p>An inspection on 6-18-04 revealed ground feeding was taking place at 3246 S. Taylor. An order to discontinue the practice was issued by D. Berigan.</p> <p style="text-align: center;">* * *</p> <p>resident at this address is leaving peanuts on the ground for squirrels; squirrels are causing damage to complainant's property. An order was issued to stop leaving food on the ground and they stopped for a while but now have resumed</p> <p style="text-align: center;">Response</p> <p>An 8/17/04 inspection confirmed the complaint. An order was issued to address the matter. Inspected by H. Stops.</p> <p style="text-align: center;">* * *</p> <p>seed dropping from birdfeeders being eaten by squirrels// please check to see if any violations exist</p> <p style="text-align: center;">Response</p> <p>9/23/04 an inspection verified the complaint. An order was issued to cease feeding of birds. Milwaukee Code of Ordinances 78-35 prohibits either placing feed on the ground or using bird feeders that allow the excess feed to spill onto the ground. Inspected by Hal Stops.</p>	<p style="text-align: center;"><u>2004</u></p> <p>(The two consecutive dates indicate the two complaints cited are one and the same.)</p> <p style="text-align: center;">* * *</p> <p>Again, this appears to refer to the original complaint about peanuts; however "food on the ground" must now mean birdseed spill from feeder attached to a hook on a pole on yard side of our garage, since by this time we are placing peanuts on a feeding tray attached to yard tree and another hung from tree directly in front of house. (The latter will be erroneously described in another "Srv Request Detail" as "placed in the bushes," giving the impression we are trying to hide it.) On August 30 we see an inspector scurrying away and call him back into the yard; he says that some spill from the feeder is acceptable and current spill is okay.</p> <p style="text-align: center;">* * *</p> <p>The feeding trays attacked to trees contain both peanuts <i>and</i> birdseed. So any squirrel that desires to eat birdseed can get it from there. Is this a new complaint by complainants? They appear to have other complaints against us too. For example, a huge American flag has been hanging in front of their house, possibly since 9-11 but at least since the beginning of the war against Iraq (and not removed until late April, 2005). We are know in the neighborhood to have opposed the war even before it began, and sometime after the first complaint the teenage son of complainants stands on the adjacent</p>

<p style="text-align: center;">* * *</p> <p>An animal problem; ground feeding of squirrels Response An order to remove rodent feeding station was issued. Inspected by Jenny Weiser.</p> <p style="text-align: center;"><u>2005</u></p> <p>Animal problem: Ground feeding of squirrels again! Response 3/9/05 An inspection verified the complaint. An order was issued to cease ground feeding of animals. Inspected by Jenny Weiser.</p>	<p>property and says contemptuously, "They get the New York Times!" Subsequently the New York Times is missing from our doorstep again and again and again. Sand is found placed in our mailbox. On another occasion he and his younger brother play ball on the street directly in front of our house and refuse to move two doors north to their own area. We figure they do not want to risk damaging any of their own cars parked there, while ours is fair game. Tit for tat, apparently. If it is a new complaint, how on earth can they see birdseed lying in our yard from two doors away? From their boys trespassing in our yard? (At this stage they know we don't know for sure they are the "complainants.") Actually, there is some wooden construction in their yard on which the teenage son stands and looks our way, to the extent that we have begun referring to him as "the inspector."</p> <p style="text-align: center;">* * *</p> <p>Again this must refer to birdfeed spill from the birdfeeder on a hook on pole by yard side of garage. But feeders with a larger base to catch the spill hang below the 3 feet height the city requires. A larger pole is too high for us to reach. (Perhaps they are meant for flowerpots only.) We can find no medium size ones. We retain a feeder in this spot because this is the one at which we can see the birds through the window when we are working in the kitchen.</p> <p style="text-align: center;"><u>2005</u></p> <p>On ground are 1) empty peanut shells under squirrel-and-bird feeding tray attached to central yard tree that were buried under the snow and became visible when the snow melted and 2) birdseed spill under birdfeeder on hook on pole at yard side of garage.</p>
<p>Letter giving inspection date: March 9 (Postmark: Mar 10)</p> <p><i>You are hereby ordered to correct each violation listed below within 3 days of service of this order.</i></p> <p><i>Stop placing food on the ground surfaces and remove rat feeding areas.</i></p> <p>Jennifer Weiser</p>	<p>There are not now nor have there ever been to our knowledge rats in this area.</p>

<p>Letter dated March 22 (Postmark: Mar 22)</p> <p><i>On 3-21-05, we imposed a \$50 reinspection fee.</i></p> <p><i>Jennifer Weiser</i></p>	<p>Technically, FEES are for services solicited, so this is a misuse of the term. We <i>did not solicit</i> government surveillance. This is in effect a FINE – and IN ANTICIPATION of an act: feeding rats.</p>
<p>Letter dated April 5 (Postmark: Apr 5)</p> <p><i>On 4-4-05, we imposed a \$75 reinspection fee and there are now \$125 in reinspection fees accrued for this order.</i></p> <p><i>Remove food from ground to prevent rat feeding area.</i></p> <p>Includes WARNING!! slip regarding reinspection fees; the 3rd is \$150, subsequent fees are all \$300. Says to “call the inspector before the due date if you need more time.”</p> <p><i>Jennifer Weiser</i></p>	<p>1) We were not available during the short hours listed.</p> <p>2) There is no “due date” mentioned in this letter.</p>
<p>4-12 YELLOW COPY OF LETTER DATED APRIL 12 stating: “Date posted on premises: 4-12” and Letter dated April 12: (Postmark: Apr 13)</p> <p><i>Premises not maintained in a clean and sanitary manner. Remove the following items within 24 hours. Continue to maintain the premises free of litter, refuse and debris in such a manner that it does not violate this code.</i></p> <p><i>remove brush & yard waste from alley line remove nuts, shells & food waste from back yard. Cease ground feeding of squirrels</i></p> <p>Includes WARNING! slip stating: THE DEBRIS LISTED ON THE ENCLOSED ORDER IS PRESENTLY NOT ELIGIBLE FOR SPECIAL PICKUP BY SANITATION. IF THE CITY HAS TO CLEAN IT UP, IT WON'T BE CHEAP!! THE AVERAGE CLEAN-UP COST IN 2004 WAS \$175 FOR NON-FIRE DEBRIS AND \$253 FOR FIRE DEBRIS. IF THE</p>	<p>Here, on April 12, the city is springing on US 24 HOURS NOTICE TO REMOVE SOMETHING THEY HAVE NEVER MENTIONED BEFORE, what they term “brush & yard waste” at the “alley line.” The brush referred to apparently means stacking of sticks and branches that fall from our very large and old yard tree, plus some autumn leaves commingled with or under them on the ground – the latter not an unusual situation in many yards.</p> <p>They function in lieu of a fence (we prefer not to put up fences, in contrast to next door neighbors) to help prevent neighborhood youths from bicycling and taking shortcuts through our yard.</p> <p>This “brush waste” is essentially no different than it was the previous year WHEN THE CITY INSPECTORS SAID NOT ONE WORD TO US ABOUT IT. This sudden reference comes as</p>

CITY DOES IT, IT WILL BE A TAX LIEN. SAVE YOURSELF SOME MONEY AND CLEAN IT UP NOW. SUBSTANTIAL ADMINISTRATIVE COSTS WILL BE INCLUDED.

Inspector: Monte

something of a shock to us.

There is **no other "yard waste" at the "alley line."** There are no nuts on the ground. Squirrels do continue to drop shells, the feeder to drop seeds.

On **same day of the April 12** notice a member of our family takes **"BEFORE" PHOTOS** of our "alley line" and of others in the vicinity. The date is recorded on the digital camera computer file. (Computer files cannot be predated and function as a record of this.) **SEE PHOTO SHEET.**

On the following day, **April 13, sometime after 5 PM, WE CLEAR FROM THE YARD** the items referred to, and **CLEAR "ALLEY LINE" OF "BRUSH."** Later we remove even more wood - or "brush" - from further into our yard than the "alley line" per se, just to be on the safe side - although we don't remove all stacking of branches, since directive does say "alley line."

During the week of **April 17** the city sanitation's **BRUSH-PICKUP PICKS UP THE BRUSH** we've placed on the cement in front of our garage - **PROVING FALSE AND MISLEADING THE WARNING LETTER'S STATEMENT THAT IT IS NOT ELIGIBLE FOR PICKUP BY SANITATION.** If the sanitation department keeps logs of this it will be on record.

"AFTER" PHOTOS are taken. **SEE PHOTO SHEET.**

We are pleased with our "alley line" and how nice our yard looks. (AGAIN, SEE PHOTOS.) Indeed, in the summertime a stroll down our alley confirms to us how nice our yard is in comparison with others. Moreover, last summer when a city inspector told us, "You really have a well-kept yard," we thought he might have meant "beautiful yard."

We are struck by the irony that this is normally the time of year for "spring yard cleaning" in anticipation of warmer weather, and that the city crusade against our yard has been tantamount to make work.

CITY THEFT

On Monday morning, **APRIL 25**, we are shocked when we look out the window at our yard. In spite of our clearing the "alley line of brush," the city has entered beyond said "alley line" into our

	<p>property and stripped it of all wood stacking. And they have removed something more. SEE ATTACHED LETTER.</p> <p>In the course of subsequent phone communication with the city we are told that owners of nearby properties lining our alley have also received city citations for the condition of their "alley lines" (SEE PHOTOS) and that we are not being singled out. We are informed items removed from our yard have been destroyed.</p> <p>We discover an Internet site that lists city citations and LEARN THERE ARE NO CITATIONS LISTED FOR "ALLEY LINES" WE PHOTOGRAPHED ON THE INTERNET, AS THERE ARE FOR US. THE DEBRIS SEEN ACROSS THE ALLEY IN THE PHOTOS REMAINS THERE UNTIL JUNE.</p> <p>We learn from Internet site the identity of the "complainant" against us last June - the owners of the household two doors north of us, at 3236 S TAYOR AVE, who were told last June by roofers that squirrels were responsible for their roofing problems.</p> <p>Hours after we discover identity of complainant yet another ball comes sailing into our yard in area where we have yard chairs. We have always looked the other way and taken the body blows and returned these balls but we are not in such a tolerant mood anymore and we confiscate the ball. We believe it came from across the alley. Not so. Members of the 3236 household come over and begin raging at us to return their ball. One of them threatens to "call the inspectors." We are told we are "evil" – supposedly on the basis of feeding squirrels and not returning a ball. We are told that, no, their son has never ridden a bike through our yard. The teenage son seems amused at what the city did and jeers at us that "all they took were trees!" Ironically, these "trees" were left there as a means of preventing them and others like them from biking and/or taking shortcuts through our yard – and in one instance almost causing a collision.</p>
<p>Letter dated May 6 (Postmark: May 6)</p> <p><i>You were notified by the Department of Neighborhood Services to correct a garbage and litter nuisance code violation at 3246 S TAYLOR AV. You failed to do so within the time prescribed in the order so the City corrected the violation.</i></p> <p><i>The cost to correct the nuisance was \$395.00. As indicated in the original order, this charge if unpaid will be placed on the property tax bill.</i></p>	<p>Failed to do so?! SEE ABOVE! SEE PHOTOS ALSO.</p> <p><u>GARBAGE?!</u> THERE HAS NEVER BEEN ANY GARBAGE IN</p>

	<p><u>OUR YARD OR AT THE ALLEY LINE OTHER THAN INSIDE THE CITY GARBAGE CARTS ON THE PAVEMENT BORDERING OUR GARAGE.</u> (We have two such carts because one was stolen, presumably by neighbors, and then returned weeks later.)</p> <p>We do find the occasional litter such as takeout food-wrappers on the pavement in front of our garage, courtesy of our neighbors. However we are not in the alley that much since we took to parking our car on the street (and incurring that expense) due to harassment by youths playing ball in the alley near our property and informing us this took priority over our garaging our car and to get the heck out of there.</p>
<p>Letter dated May 31 (includes WARNING! slip saying to "fix violation on time.") (Postmark: May 31)</p> <p><i>On 5-26-05, we imposed a \$150 reinspection fee and there are now \$275 in reinspection fees accrued for this order.</i></p> <p><i>Remove food from ground to prevent rat feeding areas.</i></p> <p>Jennifer Weiser</p>	<p>Seedlings that fall yearly from our tree are now in the yard. Does the city think they are peanuts? (They almost look like them.) We had already been shelling the peanuts, which took hours to do; we then purchased all peanuts already shelled. The letter must refer to spill under birdfeeder again. Again, there have never been rats on our property and we have never heard of them in this area, although neighbors refer to squirrels as "rats."</p>
<p>Letter dated June 15 (includes WARNING! slip saying to "fix violation on time.") (Postmark: June 15)</p> <p><i>On 6-14-05, we imposed a \$300 reinspection fee and there are now \$575 in reinspection fees accrued for this order.</i></p> <p>Jennifer Weiser</p>	<p>Again, these are not really "fees" but fines – and in ANTICIPATION of an offense, that we will be feeding rats. (If the latter concept is difficult to understand, compare it to a fine given for speeding, which might cause injury to someone. But a fine cannot be given IN ANTICIPATION that someone will be speeding, which might cause an injury to someone.)</p>
<p>Letter dated July 7 (includes orange WARNING! slip saying to "fix violation on time.") (Postmark: July 7)</p> <p><i>On 7-6-05, we imposed a \$300 reinspection fee and there are now \$875 in reinspection fees accrued for this order.</i></p> <p><i>Remove birdseed from ground to prevent rat feeding area.</i></p> <p>Jennifer Weiser</p>	<p>We call city July 15 – ask if the city would perform this surveillance on people who have a locked fence. City employee responds with the non sequitur: "Oh, do you have a fence?"</p> <p>Not expecting it to get any better we hang up.</p>

Letter dated July 26 (includes orange **WARNING!** slip saying to "fix violation on time.")
(Postmark: July 26)

On 7-25-05, we imposed a \$300 reinspection fee and there are now \$1175 in reinspection fees accrued for this order.

Jennifer Weiser

Thursday, August 11

On way to garbage cart, one of us sees inspector in yard and manages to talk with inspector, who says that the table we have placed under birdfeeder to catch the spill should be sufficient and indicates that the case will be closed, with periodic inspections.

Afterwards we comment that it's as if we are being put under surveillance for life, or that we are criminals on probation.