



JAMES A. BOHL JR.
Alderman, 5th District

June 6, 2008

To the Honorable, the Common Council

Dear Members:

Re: Common Council Files 080072 and 071674

Attached are written objections to File 080072:

Substitute resolution denying renewal of the mobile home park license of Zellmer Fromm, Collegiate Mobile Home Park, for the premises at 6160 S. 6th St.

Attached are written objections to File 071674:

Renewal, with a 10-day suspension based on the police report, of the Public Dance Hall license of Michael Grosse, Agent for "20 Below, LLC" for the premises at 126 E. Mineral St. ("Sugar") in the 12th aldermanic district. (Committee vote: Ayes: 3, Noes: 2)

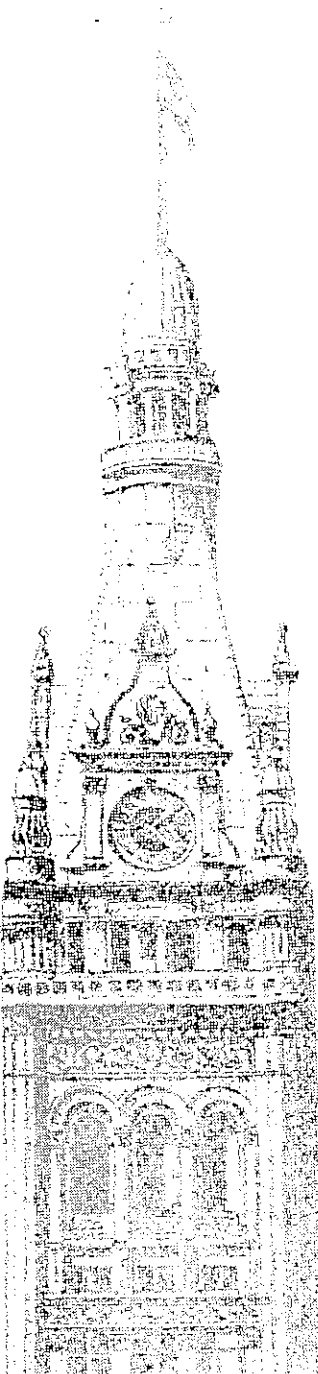
This matter will be heard by the full Council at its June 10, 2008 meeting. Pursuant to City Ordinances, a roll call vote will be taken to confirm that all members have read the attached objections.

Respectfully,

A handwritten signature in black ink that reads "James A. Bohl Jr." in a cursive style.

James A. Bohl, Jr., Chair
Licenses Committee

cc: All Council Members
City Attorney's Office
Common Council/City Clerk – License Division
CCF 080072 and 071674



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VIA MESSENGER

June 5, 2008

Ronald D. Leonhardt
Office of the City Clerk
City of Milwaukee
City Hall, Room 205
200 East Wells Street
Milwaukee, WI 53202

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RONALD D. LEONHARDT
CITY CLERK

Re: Collegiate Mobile Home Park, 6160 South 6th Street, Milwaukee, WI.

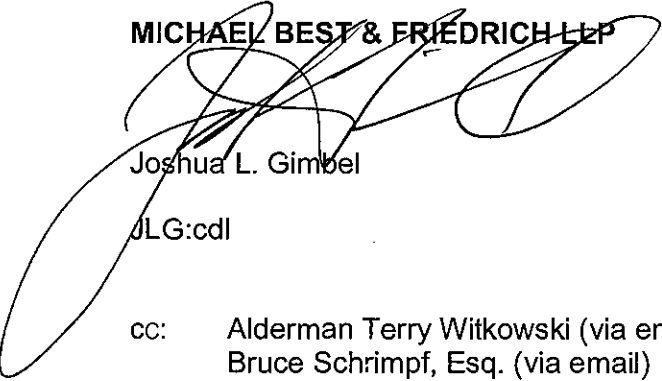
Dear Mr. Leonhardt:

Enclosed for filing you will find an original and one copy of Objections to the Findings of Fact, Conclusions of Law and Recommendations of the Licensing Committee as it relates to the Collegiate Mobile Home Park LLC, 6160 South 6th Street. Please file stamp and return the copy with our messenger.

In light of this submittal, we would request that we be provided with the opportunity to address the Common Council. We understand that the matter will be heard on or about 9:00 a.m. on June 10, 2008. Please advise if the time has changed.

Very truly yours,

MICHAEL BEST & FRIEDRICH LLP



Joshua L. Gimbel

JLG:cdl

cc: Alderman Terry Witkowski (via email)
Bruce Schimpf, Esq. (via email)

**OBJECTIONS TO FINDINGS OF FACT, CONCLUSIONS OF LAW AND
RECOMMENDATIONS OF LICENSES COMMITTEE AS TO THE RENEWAL OF THE
LICENSE FOR COLLEGIATE PARK MOBILE HOME PARK LLC
6160 SOUTH 6TH STREET, MILWAUKEE, WISCONSIN**

Collegiate Mobile Home Park LLC and its agent, Zellmer Fromm, by their attorneys Michael Best & Friedrich LLP, by Joshua L. Gimbel, hereby object to the findings of fact, conclusions of law, and recommendations issued by the City of Milwaukee Licenses Committee and objects to the Committee's recommendation to deny the renewal of the mobile home park license held by Zellmer Fromm as agent for the Collegiate Mobile Home Park for the premises located at 6160 South 6th Street in the City and County of Milwaukee, Wisconsin. As grounds, the Collegiate Mobile Home Park advises the Common Council of the City of Milwaukee as follows:

1. The Collegiate Mobile Home Park ("Mobile Home Park") is located at 6160 South 6th Street in the City of Milwaukee. The subject property is approximately 9 acres in size and surrounded primarily by industrial uses such as trucking terminals, a junkyard, vacant land and the airport. No other residential uses are located in the immediate area adjacent to the Mobile Home Park.

2. The Collegiate Mobile Home Park is a community with 132 rentable spaces for tenants to place their mobile homes. Approximately 100 units are owned by the residents who lease the pads on which the homes are sited. There are approximately 263 people residing in the community, including 54 children, 79 senior citizens and 36 disabled residents.

3. The Mobile Home Park has been in existence for many decades, and since required has been licensed. Last year the Mobile Home Park was granted renewal of its license for a period of one year commencing July 1, 2007 and ending

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June 30, 2008. At that renewal it was suggested that Mr. Fromm along with the Mobile Home Park's Manager and Assistant Manager attend landlord school. The undisputed testimony at the May 28, 2008 hearing was that all successfully completed landlord school.

4. A business office is located on-site at the Mobile Home Park and the on-site Manager is William Johnson.

5. As part of the City's license renewal process, an inspection is conducted by the Department of Neighborhood Services ("DNS"). On May 7, 2008, the inspection was conducted by Roger Parazinski. On that same date, the Mobile Home Park was notified of a violation of the City's Code needing immediate correction relating to a sanitary sewer connection. The testimony at the May 28, 2008 hearing was undisputed that the issue of sewer connections for the two identified trailers was immediately addressed by the licensee. At the May 28, 2008 hearing, Mr. Fromm testified that when he was notified by DNS of the situation, he immediately took care of it by hiring a plumber, Gene Wagner, who came and fixed the problem on the same day. Moreover, at the hearing on May 28, 2008, Mr. Fromm offered as evidence of the completion of this work the receipt for services provided by Mr. Wagner. DNS had not confirmed the work was done but did not dispute the fact Mr. Fromm always completed orders and had made improvement over the years. Mr. Fromm's history of compliance was confirmed by the testimony of Tom Wessel. Mr. Wessel acknowledged Mr. Fromm's "history of compliance," and the undisputed fact that "Mr. Fromm has complied in the past when there are orders," and "all past orders corrected." Mr. Wessel further testified of the improvements made at the Park. The improvements are, in part, due to the more

than \$150,000 expended by Mr. Fromm in recent years for electrical and plumbing upgrades at the Mobile Home Park.

6. Mr. Fromm was personally served with the DNS Orders on May 14, 2008 based upon May 7, 2008 inspection by the Department of Neighborhood Services. The first Order lists 12 violations and demands that the items be corrected within 30 days ("the 30 Day Order"). The 30 Day Order states:

You are hereby ordered to correct each violation listed below **within 30 days of service of this order.** (emphasis in original)

7. An additional Order lists 14 violations and demands that the items be corrected within 90 days ("the 90 Day Order). The 90 Day Order states:

You are hereby ordered to correct each violation listed below **within 90 days of service of this order.** (emphasis in original)

8. Both the 30 Day Order and the 90 Day Order specifically state:

We are also obligated to inform you that failure to comply with the terms of this order, as indicated above, may result in either the suspension, revocation, or nonrenewal of your license to operate this business.

9. The time periods for corrections of the identified items on the 30 Day Order and the 90 Day Order had not yet passed prior to the Licenses Committee's May 28, 2008 Hearing.

10. The testimony of the inspectors of the DNS was clear, Mr. Fromm has always complied with all orders issued by the DNS and the only "outstanding" orders were based on DNS' May 7, 2008 inspection as part of the renewal process.

11. The testimony of Mr. Fromm was undisputed that as of the day of the hearing the vast majority – 95% - of the items identified on the 30 Day Order and the 90

Day Order had already been corrected even though the time frame for compliance had not yet passed. In addition the 1 Day Orders were corrected long before the May 28, 2008 Hearing. See Finding of Fact #5 BB

12. Finding of Fact #5 merely lists the items identified on the 1 Day Order, 30 Day Order and the 90 Day Order. However, the Finding ignores the following:

- a. the vast majority of the identified violations had already been corrected by the time of the May 28, 2008 Hearing;
- b. the time period for correcting the identified violations had not yet passed; and
- c. the vast majority of the identified violations include such items as “repair or replace defective window screens,” “replace defective window in exterior door,” “remove flexible film from the exterior of windows,” “paint previously painted surfaces,” “maintain numbers on all trailer units” and “repair or replace defective metal trim on exterior wall.”

13. At the May 28, 2008 Hearing, Mr. Wessel of DNS testified that the Department’s objection to the renewal was based upon the May 7, 2008 inspection conducted as part of the process. Further, Mr. Wessel testified that the main concerns of the Department were the sanitary sewer connections for the two units and flooding occurring at the northeast area of the Park affecting approximately 10 units. However, the evidence at the May 28, 2008 Hearing demonstrated that the sanitary sewer connections had already been addressed and remedied thereby eliminating that concern. In addition, the evidence also demonstrates that a proposal to correct flooding

issues from water draining from a neighboring property located east of the Mobile Home Park was obtained by Mr. Fromm and presented to the City. The proposal to correct the issue is at a cost of \$40,000.

14. Finding of Fact # 2, as well as the commentary of certain witnesses at the May 28, 2008 hearing, made reference to allegations of "individual being beaten", "drug activity" and "prostitution" at the Mobile Home Park. Reference is also made to evicted residents being "simply moved to different mobile homes." However, the record is void of any testimony, much less documentation, in support of the allegations of such activities occurring at the Mobile Home Park. There is no evidence of prostitution. There are no police reports or police calls in the record to support any such finding. Likewise, there is no evidence as to when, where, or who may have been involved in any such activity. The testimony of five-year resident, Debra Lazaro, before the Committee was clear, "No prostitution in our Park at all." In addition, the only testimony of drug activity was from the Mobile Home Park's security officer who testified that he reported the activity to the vice squad. Moreover, the Police Department did not "determine" as alleged in the Finding that evicted residents were "simply moved to different mobile homes." The testimony presented was that the officer had "heard" of such activity but there is no evidence that it had occurred much less evidence as to when, where, or who were the individuals involved.

15. Finding of Fact #2 also references a "high frequency of police calls." No written evidence of police calls, in the nature of either CAD or actual police reports, is found in the record with the exception of Captain Negro's summary letter. Additionally,

Captain Negron's letter on file states that a number of the calls were self-generated by the officers and not based on calls from residents.

16. Alderman Witkowski and his legislative assistant spoke out against the renewal. The record indicates that they did not provide the committee or the licensee with any information substantiating their testimony about complaint calls for the Mobile Home Park. The clear and unequivocal objection of the Alderman is to the reactive and not proactive nature of Mr. Fromm, as a property manager. This should not be a sufficient basis to deny the license renewal and displace over 250 people including children, elderly and disabled.

17. The following undisputed testimony at the May 28, 2008 Hearing supports renewal of the license:

- a. the number of police calls to the Mobile Home Park has substantially decreased;
- b. Mr. Fromm and others at the Mobile Home Park have a good working relationship and have been in regular contact with Prosecution Unit Police Officer Corey Harris;
- c. the relevant period of police incidents was the license period from July 1, 2007 to June 30, 2008 and there was not evidence in the record as to what those incident numbers were;
- d. no actual reports were submitted into the record;
- e. three (3) present and one (1) former resident of the Mobile Home Park testified that they did not see the problems that the Police raised. They also testified, without impeachment, that there are

many elderly and disabled people in the park who have no where to go if the license is denied. Additionally, they testified that they had absolutely no knowledge of any incidents of prostitution occurring in the Mobile Home Park;

- f. not one person other than the city employees testified against the renewal;
- g. Mr. Wessel from DNS testified that the ownership of the Mobile Home Park has made improvements over the years and that orders were always rectified when issued; and
- h. the vast majority of the DNS orders were resolved prior to the hearing, long before the Orders were due to be completed.

18. In the Conclusions of Law paragraph # 2, the committee adopted as the basis for denial of the renewal, the objections of DNS and the Milwaukee Police Department. This finding is unsupported by the record. Specifically:

- a. As to DNS – the orders on the property were not yet due as of the hearing date and the unrefuted testimony was that over 95% of the orders were corrected and remedied earlier than as required in the orders. Additionally, the undisputed testimony was that the immediate order pertaining to sanitary sewer connections for two units was immediately completed upon notice.
- b. Police – the calls and incidents have decreased in 2008. No fines for calls have been given to the Mobile Home Park. The Mobile

Home Park has been in regular contact with Officer Harris. No police reports are in the record.

19. The Common Council should be made aware that subsequent to the May 28, 2008 Hearing, DNS has returned to the Mobile Home Park confirmed that the items identified as needing correction in the 1 Day Orders have been complied with. DNS has also confirmed compliance with the 30 Day Order with the exception three items. DNS is to return on Monday, June 9, 2008, to confirm completion of those three items which we believe includes a cracked window and missing light.

20. The Common Council must also be aware, based on news reports in the paper and on television, that most, if not all of the residents of this Mobile Home Park will be left with no option for housing if the license is not renewed. The Mobile Home Park offers affordable home ownership and rental. The residents in the park are the vulnerables of the community -- disabled, elderly and the like. We have offered Alderman Witkowski a proposal for a plan of operation going forward if the license is renewed. We believe that it specifically addresses his primary concern with the manner in which Mr. Fromm runs this park.

21. Alderman Witkowski has offered additional conditions, some of which are acceptable and others are subject to further discussion but cannot be addressed before the licensee's submission deadline.

22. We respectfully request, for the good of the residents, that the Common Council renew the license for an additional year.

Dated this 5th day of June, 2008.

MICHAEL BEST & FRIEDRICH LLP

By: 

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Attorneys for Licensee