



# City of Milwaukee

City Hall  
200 East Wells Street  
Milwaukee, WI 53202

## Meeting Agenda JUDICIARY & LEGISLATION COMMITTEE

*ALD. ASHANTI HAMILTON, CHAIR*  
*Ald. Terry Witkowski, Vice-Chair*  
*Ald. James Bohl, Jr., Ald. Joe Davis, Sr., and Ald. Robert*  
*Donovan*  
*Staff Assistant, Joanna Polanco, 286-2366*  
*Fax: 286-3456, [jpolan@milwaukee.gov](mailto:jpolan@milwaukee.gov)*  
*Legislative Liaison, Richard Withers, 286-8532,*  
*[rwith@milwaukee.gov](mailto:rwith@milwaukee.gov)*

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Monday, December 12, 2011

1:30 PM

Room 301-B, City Hall

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**AMENDED 12/9/11 Item numbered #1 (File 101578) has been removed.**

The Judiciary and Legislation Committee may convene into closed session at 1:30 P.M. on Monday, December 12, 2011 in Room 301-B, City Hall, 200 E. Wells St., Milwaukee, Wisconsin, pursuant to s. 19.85(1)(g), Wis. Stats., for the purpose of conferring with the City Attorney who will render oral or written advice with respect to litigation in which the city is or is likely to become involved and then will go into open session for the regular agenda.

1. [111009](#) Resolution urging civil public discourse in political activities and governmental affairs.  
**Sponsors:** Ald. Dudzik
  
2. [111028](#) Resolution to cancel real estate taxes levied against certain parcels bearing various tax key numbers on the 2010 manufacturing tax roll, plus interest applicable to date of repayment, if appropriate.  
**Sponsors:** THE CHAIR
  
3. [111029](#) Resolution to cancel real estate taxes levied against certain parcels bearing various key numbers on the 2009 and 2010 tax rolls, plus interest applicable to date of repayment, if appropriate.  
**Sponsors:** THE CHAIR
  
4. [111054](#) Resolution to authorize payment of 2008 and 2009 personal property tax refund levied against Giuffre Bros. Inc., plus interest.  
**Sponsors:** THE CHAIR
  
5. [111051](#) Resolution to authorize partial refund of 2009 personal property taxes levied against Pacific Rim Capital Inc., plus interest.  
**Sponsors:** THE CHAIR
  
6. [111109](#) Resolution to approve a settlement in the matter of Raymond J. Weitz v. City of

Milwaukee.

**Sponsors:** THE CHAIR

2:30 P.M.

7. [111107](#) Resolution relating to the claims of Atty. Emile Banks on behalf of Dionne Shaw and Stephanie Shaw for personal injuries and damages.

**Sponsors:** THE CHAIR

---\$250,000.00

8. [111106](#) Resolution relating to the claim of Atty. Erin Manian on behalf of Cornell Rowe for personal injuries and damages. (15th Aldermanic District)

**Sponsors:** THE CHAIR

---\$50,000.00

9. [111105](#) Resolution relating to the claim of Barbara Freundl for damages.

**Sponsors:** THE CHAIR

---\$300,000.00

2:45 P.M.

10. [110995](#) Substitute resolution authorizing the return of real estate located at 3002 W Juneau Ave, in the 4th Aldermanic District to its former owner. (Deidre Cox)

**Sponsors:** THE CHAIR

11. [110994](#) Substitute resolution authorizing the return of real estate located at 2638-2640 N 47th Street, in the 15th Aldermanic District to its former owner. (Anchor Bank)

**Sponsors:** THE CHAIR

12. [110979](#) Substitute resolution authorizing the return of real estate located at 1328 N 22nd Street, in the 4th Aldermanic District to its former owner. (Dineo Black, Agent for Dino Property Management LLC)

**Sponsors:** THE CHAIR

13. [110972](#) Substitute resolution authorizing the return of real estate located at 2825 N Humboldt Blvd, in the 3rd Aldermanic District to its former owner. (Glenn Gipp)

**Sponsors:** THE CHAIR

14. [111100](#) Resolution directing the Department of Administration - Intergovernmental Relations Division to seek introduction and passage of state legislation relating to the use of reverse auction bidding for public works project contracts.

**Sponsors:** Ald. Bohl

This meeting will be webcast live at [www.milwaukee.gov/channel25](http://www.milwaukee.gov/channel25).



Legislation Details (With Text)

**File #:** 111009      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution urging civil public discourse in political activities and governmental affairs.

**Sponsors:** ALD. DUDZIK

**Indexes:** ELECTIONS, SOCIAL CONCERNS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number  
111009  
Version  
ORIGINAL  
Reference

Sponsor  
ALD. DUDZIK

Title  
Resolution urging civil public discourse in political activities and governmental affairs.

Analysis  
This resolution urges all government officials and employees, political parties, media representatives, advocacy organizations, and candidates for political office and their supporters to strive toward a more civil public discourse in the conduct of political activities and in the administration of the affairs of government.

Body  
Whereas, The principle of civility is the foundation of democracy and the rule of law; and

Whereas, Public discourse today is all too often composed of divisive attacks rather than meaningful consideration of important public issues, which leads to ineffective public decision-making, citizen frustration and damage to the democratic process; and

Whereas, Municipal officials play an important role in shaping public behavior as leaders in their communities and therefore have special opportunity to help steer public discourse back to a more civil direction; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Common Council urges all government officials and employees, political parties, media representatives, advocacy organizations,

and candidates for political office and their supporters to strive toward a more civil public discourse in the conduct of political activities and in the administration of the affairs of government.

Drafter

LRB135548-1  
TWM/lp  
11/17/2011





Legislation Details (With Text)

**File #:** 111028      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution to cancel real estate taxes levied against certain parcels bearing various tax key numbers on the 2010 manufacturing tax roll, plus interest applicable to date of repayment, if appropriate.

**Sponsors:** THE CHAIR

**Indexes:** TAX CANCELLATIONS

**Attachments:** Table of Reductions.pdf, Claim Forms.pdf, Cover Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number  
111028  
Version  
ORIGINAL  
Reference

Sponsor  
THE CHAIR  
Title

Resolution to cancel real estate taxes levied against certain parcels bearing various tax key numbers on the 2010 manufacturing tax roll, plus interest applicable to date of repayment, if appropriate.

**Analysis**  
This resolution requires the cancellation of taxes because of a decrease in assessment as made by the Wisconsin Tax Appeals Commission of the Wisconsin Department of Revenue, the issuance of checks to the City Treasurer or taxpayer as applicable, and the proper reductions of State Tax Credits by journal entries.

**Body**  
Whereas, Assessments were made against certain parcels of manufacturing real estate for the year 2010 as contained in Common Council Resolution File No. 111028; and

Whereas, The Wisconsin Tax Appeals Commission of the Wisconsin Department of Revenue has decreased these assessments as shown in this file; now, therefore, be it

Resolved, by the Common Council of the City of Milwaukee, that the proper city officers are authorized and directed to issue a city check in the amount as shown in this file, payable to the City Treasurer or taxpayer as applicable, to be refunded to the taxpayer where appropriate, plus interest at the rate applicable pursuant to Section 70.511(2)(b) of Wisconsin Statutes, for an appeal that was filed as shown in this file, from date of payment to date of repayment, said amount to be charged to

the 2012 Remission of Taxes Fund, 0001 Org 9990 Program 0001 Sub-class S163 Account 006300 and said check to be delivered to the Customer Services Unit of the Treasurer's Office for disbursement; and, be it

Further Resolved that the proper city officers are authorized and directed to reflect the reduction in State Tax Credits as shown in this file by means of journal entries, charging the 2012 Remission of Taxes Fund, 0001 Org 9990 Program 0001 Sub-class S163 Account 006300, and crediting the State Tax Credit Fund; and, be it

Further Resolved, That delinquent interest and penalties on this account is hereby canceled.

Requestor

Assessor' Office

Drafter

mpr/kat

11/22/11

Key Number and Address	Name of Taxpayer	Assesment Reduction by T.A.C.	Canceled NET Total Tax	STATE TAX CREDITS SECTION 79.10 (2)		
				City Portion	County Portion	Total Credit
<b>2010</b>						
387-1141-000-4 3939 W. Highland Bl. August 27, 2010	MillerCoors LLC	\$ 2,706,700	\$ 71,928.65	\$ 3,787.62	\$ 1,099.33	\$ 4,886.95
392-2185-113-0 607 E. Polk St. August 23, 2010	Garland Brothers Joint Venture	\$ 435,800	\$ 11,581.09	\$ 609.84	\$ 177.00	\$ 786.84
596-9957-111-8 4625 S. 6th St. August 27, 2010	General Mills Operations Inc.	\$ 779,200	\$ 20,706.72	\$ 1,090.36	\$ 316.48	\$ 1,406.84
		\$ 3,921,700	\$ 104,216.46	\$ 5,487.82	\$ 1,592.81	\$ 7,080.63
Total Gross	\$ 111,297.09					

Assessor's Office  
November 22, 2011  
mpr/kat



TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

2011 MAR 29 AM 11:19

Dear Members of the Common Council:


In re: **387-1141-000-4**  
**3939 W. Highland Bl.**  
**MILLERCOORS LLC**

**Year: 2010**

**Amount of Assessment Reduction: \$2,706,700**

**Amount of Tax Reduction: \$71,928.65**

As the result of action by the State of Wisconsin State Board of Assessors, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed:   
Date: 3/28/11

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

2011 JUN 20 AM 11:06

Dear Members of the Common Council:

In re: **392-2185-113-0**  
**607-627 E Polk St.**  
**Garland Brothers Joint Venture**

**Year: 2010**

**Amount of Assessment Reduction: \$435,800**

**Amount of Tax Reduction: \$11,581.09**

As the result of action by the State of Wisconsin State Board of Assessors, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: V. Morton

Date: 5-15-11

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Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:


In re:           **596-9957-111-8**  
                  **4625 S. 6TH St.**  
                  **General Mills Operations Inc.**

**Year:           2010**

**Amount of Assessment Reduction: \$779,200**

**Amount of Tax Reduction: \$20,706.72**

As the result of action by the State of Wisconsin State Board of Assessors, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed:   
Date: 4-25-11

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Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

November 22, 2011

The Honorable, The Common Council  
City of Milwaukee

Dear Members of the Common Council:

Attached is a resolution to cancel real estate taxes levied against certain parcels bearing various tax key numbers on the 2010 manufacturing tax rolls, plus interest applicable to date of repayment, if appropriate.

A reduction has been made in the assessment of these properties by the Wisconsin Tax Appeals Commission of the Wisconsin Department of Revenue under authority of Section 70.511 (2), Wisconsin Statutes. It is now necessary to accomplish the reduction of taxes by means of the attached resolution

Your favorable approval of the attached resolution is respectfully requested.

Yours very truly,

Mary P. Reavey  
Assessment Commissioner

pcw/kat





Legislation Details (With Text)

**File #:** 111029      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution to cancel real estate taxes levied against certain parcels bearing various key numbers on the 2009 and 2010 tax rolls, plus interest applicable to date of repayment, if appropriate.

**Sponsors:** THE CHAIR

**Indexes:** TAX CANCELLATIONS

**Attachments:** Cover Letter, Table of Reductions.pdf, Claim Forms.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number  
111029  
Version  
ORIGINAL  
Reference

Sponsor  
THE CHAIR  
Title

Resolution to cancel real estate taxes levied against certain parcels bearing various key numbers on the 2009 and 2010 tax rolls, plus interest applicable to date of repayment, if appropriate.

Analysis  
This resolution requires the cancellation of taxes because of Board of Review reductions in assessments on certain parcels, the issuance of checks to the City Treasurer or taxpayer as applicable, and the proper reductions of State Tax Credits by journal entries.

Body  
Whereas, Assessments were made against certain parcels of real estate for the years 2009 and 2010 as contained in Common Council Resolution File No. 111029; and

Whereas, The Board of Review has decreased these assessments as shown in this file; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, That the proper city officers are authorized and directed to issue city checks in the amounts as shown in this file, payable to the City Treasurer or taxpayer as applicable, to be refunded to the taxpayer where appropriate, plus interest at the rate applicable pursuant to Section 70.511 of Wisconsin Statutes, for an appeal that was filed as shown in this file, applicable from date of payment to date of repayment, said amounts to be charged to the 2012 Remission of Taxes Fund, 0001 Org 9990 Program 0001 Sub-class S163

Account 006300, and said checks to be delivered to the Customer Services Unit of the Treasurer's Office for disbursement; and, be it

Further Resolved, That the proper city officers are authorized and directed to reflect the reduction in State Tax Credits as shown in this file by means of journal entries, charging the 2012 Remission of Taxes Fund, 0001 Org 9990 Program 0001 Sub-class S163 Account 006300, and crediting the State Tax Credit Fund; and, be it

Further Resolved, That interest for Key No. 461-1378-110-6 shall be applicable from date of payment to November 23, 2010 for the year 2010, and be it

Further Resolved, That delinquent interest and penalties on any account covered by this resolution are hereby canceled.

Requestor

Assessor's Office

Drafter

mpr/kat

11/22/2011

November 22, 2011

The Honorable, The Common Council  
City of Milwaukee

Dear Members of the Common Council:

Attached is a resolution to cancel real estate taxes levied against certain parcels bearing various key numbers on the 2009 and 2010 tax rolls, plus interest applicable to date of repayment, if appropriate.

Reductions have been made in the assessments of these properties by the Board of Review under authority of Section 70.511 (2), Wisconsin Statutes. It is now necessary to accomplish the reduction of taxes by means of the attached resolution.

Your favorable approval of the attached resolution is respectfully requested.

Yours very truly,

Mary P. Reavey  
Assessment Commissioner

mpr/kat



Key Number and Address Date of Objection	Name of Taxpayer	Assesment Reduction by B.O.R.	Canceled NET Total Tax	STATE TAX CREDITS SECTION 79.10 (2)		
				City Portion	County Portion	Total Credit
<b>2009</b>						
070-9995-210-X 8015 N. 76th St. May 18, 2009	Pearls Three LLC	\$ 407,200	\$ 10,580.56	\$ 546.31	\$ 154.08	\$ 700.39
121-0041-100-6 7100 N. 60th St. May 18, 2009	Riverwood Apartments Assoc.	\$ 436,000	\$ 11,328.94	\$ 584.94	\$ 164.98	\$ 749.92
121-0371-100-1 7000-40 N. 60th St. May 18, 2009	Rainbow Terrace Apartments	\$ 274,000	\$ 7,119.56	\$ 367.60	\$ 103.68	\$ 471.28
362-0503-000-4 1211 N. 10th St. May 18, 2009	Brewery Project LLC	\$ 172,000	\$ 4,469.20	\$ 230.76	\$ 65.08	\$ 295.84
362-0531-000-7 1003 W. Winnebago St. May 18, 2009	Brewery Project LLC	\$ 765,600	\$ 19,893.09	\$ 1,027.14	\$ 289.69	\$ 1,316.83
391-0841-000-4 1009 W. Juneau Av. May 18, 2009	Brewery Project LLC	\$ 397,900	\$ 10,338.90	\$ 533.83	\$ 150.56	\$ 684.39
391-0842-000-X 1128 N. 10th St. May 18, 2009	Brewery Project LLC	\$ 556,000	\$ 14,446.94	\$ 745.94	\$ 210.38	\$ 956.32
391-0843-000-5 1131 N. 8th St. May 18, 2009	Brewery Project LLC	\$ 500,000	\$ 12,991.85	\$ 670.81	\$ 189.19	\$ 860.00
467-0201-000-4 147 E. Becher St.	Beta-Becher Acquisition Co. LLC	\$ 1,200,000	\$ 31,180.44	\$ 1,609.94	\$ 454.06	\$ 2,064.00

Key Number and Address Date of Objection	Name of Taxpayer	Assesment Reduction by B.O.R.	Canceled NET Total Tax	STATE TAX CREDITS SECTION 79.10 (2)		
				City Portion	County Portion	Total Credit
May 18, 2009						
<b><u>2010</u></b>						
039-0322-000-6 1000 W. Heather Av. May 12, 2010	11000 Heather Drive LLC	\$ 361,000	\$ 9,593.29	\$ 505.17	\$ 146.61	\$ 651.78
076-0052-000-2 11925 W. Lake Park Dr. May 17, 2010	Westminster Park VII LLC	\$ 534,000	\$ 14,190.67	\$ 747.25	\$ 216.89	\$ 964.14
180-0412-000-7 11310 W. Silver Spring Dr. May 17, 2010	BFC Properties LLC	\$ 344,000	\$ 9,141.56	\$ 481.39	\$ 139.70	\$ 621.09
183-0283-000-9 11333 W. Silver Spring Dr. May 14, 2010	BRE/LQ Properties LLC	\$ 300,000	\$ 7,972.29	\$ 419.81	\$ 121.84	\$ 541.65
183-9956-112-0 5166 N. Lovers Lane Rd. May 17, 2010	Metropolitan Associates fka Metropolitan Holding Co.	\$ 1,075,000	\$ 28,567.38	\$ 1,504.30	\$ 436.61	\$ 1,940.91
274-0331-000-5 3720 N. Fratney St. May 17, 2010	Michael A. Olson & Nino D. Pedrelli	\$ 135,000	\$ 3,587.55	\$ 188.91	\$ 54.83	\$ 243.74
278-0106-000-0 3201 N. Lake Dr. May 17, 2010	Vladimir Shuk & Helen Shuk	\$ 135,300	\$ 3,595.49	\$ 189.33	\$ 54.96	\$ 244.29
362-0503-000-4 1211 N. 10th St. May 17, 2010	Brewery Project LLC	\$ 172,000	\$ 4,570.77	\$ 240.68	\$ 69.87	\$ 310.55

Key Number and Address Date of Objection	Name of Taxpayer	Assesment Reduction by B.O.R.	Canceled NET Total Tax	STATE TAX CREDITS SECTION 79.10 (2)		
				City Portion	County Portion	Total Credit
362-0531-000-7 1003 W. Winnebago St. May 17, 2010	Brewery Project LLC	\$ 765,600	\$ 20,345.26	\$ 1,071.34	\$ 310.95	\$ 1,382.29
391-0841-000-4 1009 W. Juneau Av. May 17, 2010	Brewery Project LLC	\$ 397,900	\$ 10,573.91	\$ 556.80	\$ 161.61	\$ 718.41
391-0842-000-X 1128 N. 10th St. May 17, 2010	Brewery Project LLC	\$ 556,000	\$ 14,775.31	\$ 778.04	\$ 225.82	\$ 1,003.86
391-0843-000-5 1131 N. 8th St. May 17, 2010	Brewery Project LLC	\$ 500,000	\$ 13,287.15	\$ 699.67	\$ 203.08	\$ 902.75
392-0797-111-5 411-33 E. Wisconsin Av. May 17, 2010	NNN 411 East Wis 6 LLC et al	\$ 1,175,000	\$ 31,224.81	\$ 1,644.23	\$ 477.23	\$ 2,121.46
428-0973-000-4 170 S. 1st St. May 17, 2010	The 1818 LLC	\$ 191,000	\$ 5,075.68	\$ 267.28	\$ 77.57	\$ 344.85
461-1378-110-6 1020-30 W. Historic Mitchell St. May 17, 2010	Schuster Historic Bldg LLC	\$ 498,000	\$ 13,233.98	\$ 696.88	\$ 202.26	\$ 899.14
467-0201-000-4 147 E. Becher St. May 17, 2010	Beta-Becher Acquisition Co. LLC	\$ 1,181,500	\$ 31,397.54	\$ 1,653.33	\$ 479.87	\$ 2,133.20
497-0768-000-7 2500 S. 13th St. May 17, 2010	Ravneet Petroleums Inc.	\$ 53,000	\$ 1,408.43	\$ 74.17	\$ 21.53	\$ 95.70

Key Number and Address Date of Objection	Name of Taxpayer	Assesment Reduction by B.O.R.	Canceled NET Total Tax	STATE TAX CREDITS SECTION 79.10 (2)		
				City Portion	County Portion	Total Credit
552-8100-000-3 3552 S. 27th St. May 14, 2010	OOS Investments LLC	\$ 496,000	\$ 13,180.85	\$ 694.08	\$ 201.45	\$ 895.53
		<b>\$ 13,579,000</b>	<b>\$ 358,071.40</b>	<b>\$ 18,729.93</b>	<b>\$ 5,384.38</b>	<b>\$ 24,114.31</b>
<b>TOTAL GROSS</b>	<b>\$ 382,185.71</b>					

Assessor's Office  
November 22, 2011  
mpr/kat

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:

In re: **070-9995-210-X**  
**8015 N. 76th Street**  
**Pearls Three LLC**

**Year: 2009**

**Amount of Assessment Reduction: \$407,200**

**Amount of Tax Reduction: \$10,580.56**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

7-25-11

Duji S. Kler

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

APPROVED  
CITY OF MILWAUKEE

2011 SEP 26 PM 2:52

RECEIVED

TO THE HONORABLE, THE COMMON COUNCIL

2011 AUG -3 AM 11:44

City of Milwaukee

Dear Members of the Common Council:

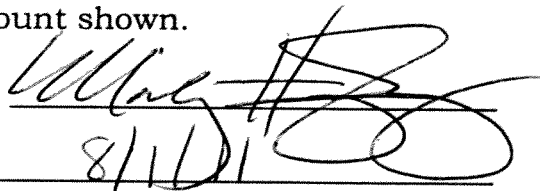
In re: **121-0041-100-6**  
**7100 N. 60th Street**  
**Riverwood Apartments Assoc.**

**Year: 2009**

**Amount of Assessment Reduction: \$436,000**

**Amount of Tax Reduction: \$11,328.94**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: 

Date: 8/1/11

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Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

2011 AUG -3 AM 11:44

Dear Members of the Common Council:

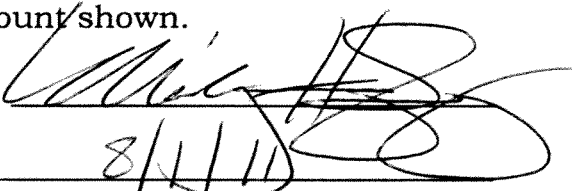
In re:           **121-0371-100-0**  
                      **7000-7040 N. 60th Street**  
                      **Rainbow Terrace Apartments**

**Year:           2009**

**Amount of Assessment Reduction: \$274,000**

**Amount of Tax Reduction: \$7,119.56**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: 

Date: 8/1/11

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

2011 OCT 18 PM 12:05

Dear Members of the Common Council:

In re: **362-0503-000-4**  
**1211 N. 10th Street**  
**Brewery Project LLC**

**Year: 2009**

**Amount of Assessment Reduction: \$172,000**

**Amount of Tax Reduction: \$4469.20**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: Alan Maurity  
Date: 10/14/11

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.



TO THE HONORABLE, THE COMMON COUNCIL

2011 OCT 13 PM 12:05

City of Milwaukee

Dear Members of the Common Council:


In re: **362-0531-000-7**  
**1003 W. Winnebago Street**  
**Brewery Project LLC**

**Year: 2009**

**Amount of Assessment Reduction: \$765,600**

**Amount of Tax Reduction: \$19,893.09**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed:   
Date: 10/14/11

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

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TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

2011 OCT 13 PM 12:05

Dear Members of the Common Council:

In re: **391-0841-000-4**  
**1009 W. Juneau Avenue**  
**Brewery Project LLC**

**Year: 2009**

**Amount of Assessment Reduction: \$397,900**

**Amount of Tax Reduction: \$10,338.90**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: Alan Mucif

Date: 10/14/11

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

2011 OCT 18 PM 12:05

Dear Members of the Common Council:

In re: **391-0842-000-X**  
**1128 N. 10th Street**  
**Brewery Project LLC**

**Year: 2009**

**Amount of Assessment Reduction: \$556,000**

**Amount of Tax Reduction: \$14,446.94**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: Alan Maurif

Date: 10/14/11

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

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TO THE HONORABLE, THE COMMON COUNCIL

2011 OCT 13 PM 12:05

City of Milwaukee

Dear Members of the Common Council:

In re: **391-0843-000-5**  
**1131 N. 8th Street**  
**Brewery Project LLC**

**Year: 2009**

**Amount of Assessment Reduction: \$500,000**

**Amount of Tax Reduction: \$12,991.85**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: Alan Mawit  
Date: 10/14/11

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

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TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:


In re: **467-0201-000-4**  
**147 E. Becher Street**  
**Beta-Becher Acquisiton Co LLC**

**Year: 2009**

**Amount of Assessment Reduction: \$1,200,000**

**Amount of Tax Reduction: \$31,180.44**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: 

Date: July 29, 2011

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:

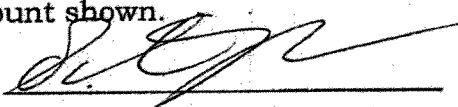
In re: **039-0322-000-6**  
**11000 W. Heather Ave.**  
**JARL LLC**

**Year: 2010**

**Amount of Assessment Reduction: \$361,000**

**Amount of Tax Reduction: \$9,593.29**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: 

Date: 10-24-11

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

RECEIVED  
2011 NOV -1 AM 11:14  
CITY OF MILWAUKEE

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:

In re: **076-0052-000-2**  
**11925 W. Lake Park Drive**  
**Westminster Park VII LLC**

**Year: 2010**

**Amount of Assessment Reduction: \$534,000**

**Amount of Tax Reduction: \$14,190.67**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: \_\_\_\_\_

Date: 7-5-11

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

2011 OCT -3 AM 11:23

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:

In re: **180-0412-000-7**  
**11310 W. Silver Spring Rd.**  
**BFC Properties LLC**

**Year: 2010**

**Amount of Assessment Reduction: \$344,000**

**Amount of Tax Reduction: \$9,141.56**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: Barbara Kninn, Agent  
Date: September 21, 2011

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.



TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:

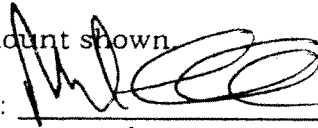
In re: **183-0283-000-9**  
**11333 W. Silver Spring Drive**  
**BRE/LQ PROPERTIES LLC**

**Year: 2010**

**Amount of Assessment Reduction: \$300,000**

**Amount of Tax Reduction: \$7,972.29**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: 

**Mark M. Chloupak**  
**Vice President**

Date: 9-7-11

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

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2011 SEP 14 PM 2:12

RECEIVED

TO THE HONORABLE, THE COMMON COUNCIL

2011 JUL 28 AM 11:34

City of Milwaukee

Dear Members of the Common Council:

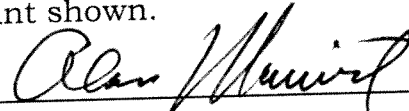
In re: **183-9956-112-0**  
**5166 N. Lovers Lane Road**  
**Metropolitan Associates FKA**  
**Metropolitan Holding Co**

**Year: 2010**

**Amount of Assessment Reduction: \$1,075,000**

**Amount of Tax Reduction: \$28,567.38**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: 

Date: 7/26/11

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

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TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:

In re:           **274-0331-000-5**  
                  **3720 N. Fratney St.**  
                  **Michael A Olson**  
                  **Nino D. Pedrelli**

**Year:           2010**

**Amount of Assessment Reduction: \$135,000**

**Amount of Tax Reduction: \$3,587.55**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

*9/16/11*

RECEIVED

2011 SEP 21 PM 12:11

RECEIVED

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Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:

In re: **278-0106-000-0**  
**3201 N. Lake Dr.**  
**Vladimir Shuk**  
**Helen Shuk**

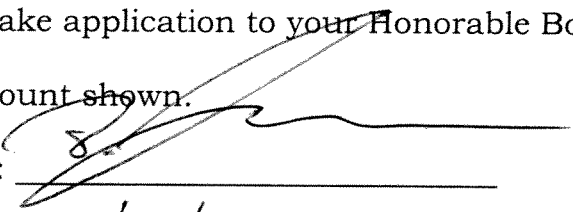
2011 OCT 26 1 P 3:45  
RECEIVED  
ASSESSOR'S OFFICE  
CITY OF MILWAUKEE

**Year: 2010**

**Amount of Assessment Reduction: \$135,300**

**Amount of Tax Reduction: \$3,595.49**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: 

Date: 10/26/11

---

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TO THE HONORABLE, THE COMMON COUNCIL

2011 OCT 18 PM 12:05

City of Milwaukee

CITY OF MILWAUKEE

Dear Members of the Common Council:

In re: **362-0503-000-4**  
**1211 N. 10th Street**  
**Brewery Project LLC**

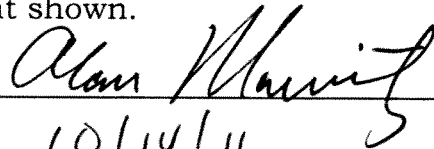
**Year: 2010**

**Amount of Assessment Reduction: \$172,000**

**Amount of Tax Reduction: \$4,570.77**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

10/14/11

---

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TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

2011 OCT 18 PM 12:05

Dear Members of the Common Council:

In re: **362-0531-000-7**  
**1003 W. Winnebago Street**  
**Brewery Project LLC**

**Year: 2010**

**Amount of Assessment Reduction: \$765,600**

**Amount of Tax Reduction: \$20,345.26**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: Alan Maurity  
Date: 10/14/11

---

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TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:

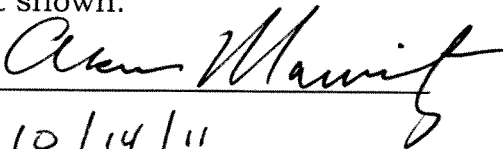
In re: **391-0841-000-4**  
**1009 W. Juneau Avenue**  
**Brewery Project LLC**

**Year: 2010**

**Amount of Assessment Reduction: \$397,900**

**Amount of Tax Reduction: \$10,573.91**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed:   
Date: 10/14/11

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TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

2011 OCT 18 PM 12:05

Dear Members of the Common Council:

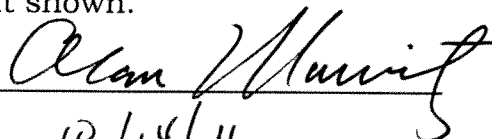
In re: **391-0842-000-X**  
**1128 N. 10th Street**  
**Brewery Project LLC**

**Year: 2010**

**Amount of Assessment Reduction: \$556,000**

**Amount of Tax Reduction: \$14,775.31**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed:   
Date: 10/14/11

---

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TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:

In re: **391-0843-000-5**  
**1131 N. 8th Street**  
**Brewery Project LLC**

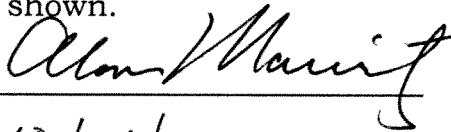
**Year: 2010**

**Amount of Assessment Reduction: \$500,000**

**Amount of Tax Reduction: \$13,287.15**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

10/14/11

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:

In re: **392-0797-111-5**  
**411-433 E. Wisconsin Ave.**  
**NNN 411 East Wis 6 LLC et al**

**Year: 2010**

**Amount of Assessment Reduction: \$1,175,000**

**Amount of Tax Reduction: \$31,224.81**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: 

Date: 3/31/2011

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:

In re:           **428-0973-000-4**  
                      **170 S. 1st St.**  
                      **The 1818 LLC**

**Year:           2010**

**Amount of Assessment Reduction: \$191,000**

**Amount of Tax Reduction: \$5,075.68**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

10/12/11

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

TO THE HONORABLE, THE COMMON COUNCIL

2011 OCT -3 11:11:24

City of Milwaukee

Dear Members of the Common Council:

In re:           **461-1378-110-6**  
                  **1020-30 W. Historic Mitchell St.**  
                  **Schuster Historic Bldg LLC**

**Year:           2010**

**Amount of Assessment Reduction: \$498,000**

**Amount of Tax Reduction: \$13,233.98**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: Bened Krstina Manager

Date: 9-19-2011

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:

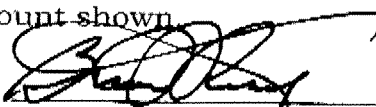
In re: **467-0201-000-4**  
**147 E. Becher Street**  
**Beta-Becher Acquisiton Co LLC**

**Year: 2010**

**Amount of Assessment Reduction: \$1,181,500**

**Amount of Tax Reduction: \$31,397.54**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed:  \_\_\_\_\_

Date: July 29, 2011

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

Dear Members of the Common Council:

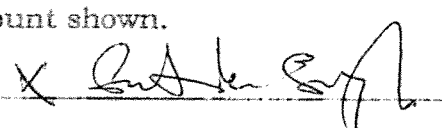
In re: **497-0768-000-7**  
**2500 S. 13th St.**  
**Ravneet Petroleums Inc.**

**Year: 2010**

**Amount of Assessment Reduction: \$53,000**

**Amount of Tax Reduction: \$1,408.43**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: X 

Date: 10/31/2011

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.

---

TO THE HONORABLE, THE COMMON COUNCIL

City of Milwaukee

2011 SEP 26 AM 9:53

Dear Members of the Common Council:

In re: **552-8100-000-3**  
**3552 S. 27th Street**  
**OOS Investments LLC**

**Year: 2010**

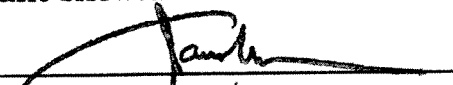
**Amount of Assessment Reduction: \$496,000**

**Amount of Tax Reduction: \$13,180.85**

As the result of action by the Board of Review, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

  
9/20/11

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Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.







Legislation Details (With Text)

**File #:** 111054      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution to authorize payment of 2008 and 2009 personal property tax refund levied against Giuffre Bros. Inc., plus interest.

**Sponsors:** THE CHAIR

**Indexes:** TAX CANCELLATIONS

**Attachments:** Cover Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number  
111054  
Version  
ORIGINAL  
Reference

Sponsor  
THE CHAIR  
Title

Resolution to authorize payment of 2008 and 2009 personal property tax refund levied against Giuffre Bros. Inc., plus interest.

Analysis

This resolution authorizes payment of a judgment against the City for \$53,195.72 plus interest on the tax refund at the rate of 1% per month from April 1, 2010 through the date of payment of the refund.

Body

Whereas, Giuffre Bros. Inc., had filed a claim under Wisconsin State Statute 74.35 against the City of Milwaukee for allegedly unlawful taxes, account number 8331-5656, lawsuit, Case No. 09-CV-011522; and

Whereas, The court ordered payment of \$24,032.30 plus interest on the 2008 tax refund at the rate of .8% per month from January 28, 2009 through April 1, 2010 for a total of \$26,775.19 and payment of \$25,984.00 plus interest on the 2009 tax refund at the rate of .8% per month from January 28, 2010 through April 1, 2010 for a total of \$26,420.53; and

Whereas, The parties have entered into a settlement agreement on the above referenced lawsuit for the amount of \$53,195.72, plus post judgment interest on the tax refund at the rate of 1% simple interest per month from April 1, 2010 through the date of payment of the refund per Wis. State Statute 815.05(8), said payment to be made by January 31, 2012; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, That the proper city officers are authorized and directed to issue a City check in the amount of \$53,195.72, plus interest at the rate agreed, said amount up to \$64,898.84, to be charged to the 2012 Remission of Taxes Fund, 0001 Org 9990 Program 0001 Sub-class S163 Account 006300; and, be it

Further Resolved, That for and in consideration of the above-referenced payment, plaintiff and its attorney will provide to the City a release of any and all claims relating to this assessment and a stipulation and order for dismissal of the pending court actions. Requestor

Assessor's Office

Drafter

mpr/kat

11/22/2011

November 23, 2011

The Honorable, The Common Council  
City of Milwaukee

Dear Members of the Common Council:

Attached is a resolution to refund personal property taxes levied against Giuffre Bros. Inc., bearing account number 8331-5656 on the 2008 and 2009 tax rolls, plus interest applicable to date of repayment, if appropriate.

A claim has been filed under Section 74.35 and judgment has been made in Circuit Court on the personal property assessment of this property. It is now necessary to accomplish the refund of taxes by means of the attached resolution.

Your favorable approval of the attached resolution is respectfully requested.

Yours very truly,

Mary P. Reavey  
Assessment Commissioner

pcw/kat





Legislation Details (With Text)

**File #:** 111051      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution to authorize partial refund of 2009 personal property taxes levied against Pacific Rim Capital Inc., plus interest.

**Sponsors:** THE CHAIR

**Indexes:** TAX CANCELLATIONS

**Attachments:** Cover Letter, Claim Form.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number  
111051  
Version  
ORIGINAL  
Reference

Sponsor  
THE CHAIR  
Title

Resolution to authorize partial refund of 2009 personal property taxes levied against Pacific Rim Capital Inc., plus interest.

Analysis

This resolution authorizes payment of \$36,318.07 plus statutory interest on the 2009 tax refund at the rate of 0.8% per month from May 12, 2011 through the date of payment of the refund.

Body

Whereas, Pacific Rim Capital, Inc., account number 9307-0175, has filed a claim under Wis. State Statute 74.35(5)b against the City of Milwaukee for allegedly unlawful taxes; and

Whereas, The City Assessor's Office has received the appropriate information to determine the eligibility for exemption for 2009 for a portion of the personal property; and

Whereas, The parties have entered into an agreement to settle the above referenced claim for the amount of \$36,318.07, plus statutory interest on the tax refund at the rate of 0.8% from May 12, 2011 through the date of payment of the refund, said payment to be made by January 31, 2012; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, That the proper city officers are authorized and directed to issue a City check in the amount of \$36,318.07, plus interest at the rate

agreed, said amounts to be charged to the 2012 Remission of Taxes Fund, 0001 Org 9990 Program 0001 Sub-class S163 Account 006300; and, be it

Further Resolved, That delinquent interest and penalties on any account covered by this resolution are hereby canceled.

Requestor  
Assessor's Office  
Drafter  
mpr/kat  
11/23/11

November 23, 2011

The Honorable, The Common Council  
City of Milwaukee

Dear Members of the Common Council:

Attached is a resolution to cancel personal property taxes levied against Pacific Rim Capital Inc., bearing account number 9307-0175 on the 2009 tax roll, plus interest applicable to date of repayment, if appropriate.

A claim has been filed under Section 74.35(5)b and reduction has been made in the personal property assessment of this property by the Board of Review under authority of Section 70.511 (2), Wisconsin Statutes. It is now necessary to accomplish the reduction of taxes by means of the attached resolution.

Your favorable approval of the attached resolution is respectfully requested.

Yours very truly,

Mary P. Reavey  
Assessment Commissioner

pcw/kat

TO THE HONORABLE, THE COMMON COUNCIL

2011 NOV 22 AM 11:39

City of Milwaukee

APPROVED  
CITY CLERK

Dear Members of the Common Council:

In re: **9370-0175**  
**Through out country**  
**Pacific Rim Capital Inc.**

**Year: 2009**

**Amount of Assessment Reduction: \$1,397,720**

**Amount of Tax Reduction: \$36,318.07 + INTEREST <sup>PS</sup>**

As the result of a claim under Section 74.35 of the Wisconsin Statutes, the assessment of my property was reduced as indicated above. Under Section 70.511 (2)(b) of the Wisconsin Statutes, I hereby make application to your Honorable Body for a tax refund/reduction in the amount shown.

Signed: \_\_\_\_\_

Date: 11/15/11

---

Federal laws require that Form 1099 be filed by the City Comptroller's Office at the year-end for payment of earned interest. The Tax Equity and Fiscal Responsibility Act of 1982 has increased the penalties for non-compliance.

Therefore, on the enclosed Form W-9, we request that you furnish us with the **Social Security Number** and the **signature** of the person listed first on the name line **OR** the **Employer I.D. Number** of the business and the appropriate person's **signature**.







Legislation Details (With Text)

**File #:** 111109      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution to approve a settlement in the matter of Raymond J. Weitz v. City of Milwaukee.

**Sponsors:** THE CHAIR

**Indexes:** LITIGATION, SUITS PAYMENT, SUITS SETTLEMENT

**Attachments:** Cover Letter.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number  
111109  
Version  
ORIGINAL  
Reference

Sponsor  
THE CHAIR  
Title  
Resolution to approve a settlement in the matter of Raymond J. Weitz v. City of Milwaukee.  
Analysis  
Requestor  
City Attorney  
Drafter  
MRH:  
November 29, 2011  
1084-2011-611:175899

..Number  
111109  
..Version  
SUBSTITUTE 1  
..Reference

..Sponsor  
THE CHAIR

..Title  
Substitute resolution approving settlement in the matter of Raymond J. Weitz v. City of Milwaukee.

..Analysis  
This resolution authorizes settlement of litigation pending at the Equal Rights Division for the State of Wisconsin in the matter of Raymond J. Weitz v. City of Milwaukee for all damages of any nature, including compensatory and punitive damages, back pay, front pay, pension loss or other economic damages, attorneys fees and costs, and any other claim for damages that could be brought relating to the subject matter of the litigation.

The total amount of the settlement is \$19,500, including \$4,500 in attorney fees.

..Body

Whereas, Raymond J. Weitz, employee of the Milwaukee Health Department, filed complaints with the Equal Rights Division of the State of Wisconsin Department of Workforce Development (ERD Case Numbers CR201000477, CR201100045 and CR201102927), and the United States Equal Employment Opportunity Commission (ERD Case Numbers CR201000477, CR201100045 and CR201102927) alleging discrimination based on age, gender and disability, and retaliation for engaging in protected activity; and

Whereas, The parties have agreed to settle this lawsuit in the amount of \$19,500, for all damages, wage loss, front pay, pension loss or other benefits, attorney fees, costs, compensatory damages, punitive damages and any other claims for damages of any nature that could have been brought, as set forth the in the attached proposed Settlement Agreement and General Release; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City Attorney is authorized to effectuate the attached Settlement Agreement and General Release, and such further documents as may be necessary and related thereto; and, be it

Further Resolved, That upon execution of the general release by plaintiff, as approved by the City Attorney, the proper City officers are authorized and directed to issue City checks as follows: \$15,000 to Raymond J. Weitz as damages; and, \$4,500 to Attorney Jeffrey Hynes as attorney fees and costs; and, be it

Further Resolved, That these funds shall be charged to the Health Department,  
Account No. 0001 3810 R999 634000.

..Requestor

City Attorney

..Drafter

MRH:

December 8, 2011

1084-2010-566:176212

LRB136080-2

Richard L. Withers

12/9/2011

**GRANT F. LANGLEY**  
City Attorney

**RUDOLPH M. KONRAD**  
**LINDA ULISS BURKE**  
**VINCENT D. MOSCHELLA**  
Deputy City Attorneys



THOMAS O. GARTNER  
SUSAN D. BICKERT  
STUART S. MUKAMAL  
THOMAS J. BEAMISH  
MAURITA F. HOUREN  
JOHN J. HEINEN  
SUSAN E. LAPPEN  
JAN A. SMOKOWICZ  
PATRICIA A. FRICKER  
HEIDI WICK SPOERL  
KURT A. BEHLING  
GREGG C. HAGOPIAN  
ELLEN H. TANGEN  
MELANIE R. SWANK  
JAY A. UNORA  
DONALD L. SCHRIEFER  
EDWARD M. EHRLICH  
LEONARD A. TOKUS  
MIRIAM R. HORWITZ  
MARYNELL REGAN  
G. O'SULLIVAN-CROWLEY  
KATHRYN Z. BLOCK  
ELOISA DE LEÓN  
ADAM B. STEPHENS  
KEVIN P. SULLIVAN  
BETH CONRADSON CLEARY  
THOMAS D. MILLER  
JARELY M. RUIZ  
ROBIN A. PEDERSON  
CHRISTINE M. QUINN  
MARGARET C. DAUN  
JEREMY R. MCKENZIE  
MARY L. SCHANNING  
Assistant City Attorneys

November 29, 2011

To the Honorable Common Council  
of the City of Milwaukee  
Room 205 – City Hall

Re: Resolution to approve the settlement agreement in the matter of *Weitz v. City of Milwaukee*, ERD Case Numbers CR201000477, CR201100045 No. CR201102927, EEOC Case Numbers 26G201000643C, 26G201100651C and 26G201101513C

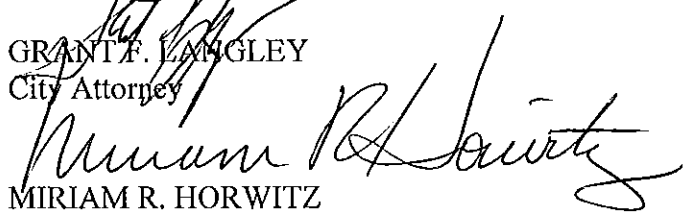
Dear Council Members:

Enclosed please find a resolution in title only for approval of a settlement agreement in the matter of *Weitz v. City of Milwaukee*, concerning cases that are pending in the Equal Rights Division for the State of Wisconsin. The settlement agreement will be submitted along with a fiscal note prior to the anticipated committee hearing.

The City Attorney requests referral to the Judiciary and Legislation Committee for a meeting in closed session for purposes of conferring with the City Attorney pursuant to §19.85(1)(g), followed by open session for action as part of the regular agenda.

Very truly yours,

  
GRANT F. LANGLEY  
City Attorney

  
MIRIAM R. HORWITZ  
Assistant City Attorney  
Enc.

MRH/MRH  
1084-2010-566:175924

c: Bevan Baker, Commissioner of Health  
Maria Monteagudo, Director, Department of Employee Relations  
Rachel Filmanowicz, Operations Administrator, Health Department

OFFICE OF THE CITY ATTORNEY



**GRANT F. LANGLEY**  
City Attorney

**RUDOLPH M. KONRAD**  
**LINDA ULISS BURKE**  
**VINCENT D. MOSCHELLA**  
Deputy City Attorneys



**THOMAS O. GARTNER**  
**SUSAN D. BICKERT**  
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**JARELY M. RUIZ**  
**ROBIN A. PEDERSON**  
**CHRISTINE M. QUINN**  
**MARGARET C. DAUN**  
**JEREMY R. MCKENZIE**  
**MARY L. SCHANNING**  
Assistant City Attorneys

December 8, 2011

To the Honorable Common Council  
of the City of Milwaukee  
Room 205 – City Hall

Re: Substitute to File No. 111109  
Resolution to approve the settlement agreement in the matter of *Weitz v. City of Milwaukee*, ERD Case Numbers CR201000477, CR201100045, and No. CR201102927, EEOC Case Numbers 26G201000643C, 26G201100651C and 26G201101513C

Dear Council Members:

Enclosed please find a Substitute one to file number 111109, Resolution to approve the settlement agreement in the matter of *Weitz v. City of Milwaukee*, concerning cases that are pending in the Equal Rights Division for the State of Wisconsin. A copy of the settlement agreement and a fiscal impact statement is also enclosed.

Raymond J. Weitz has been the Personnel Officer of the Health Department since May 2008. Mr. Weitz has filed complaints at the Equal Rights Division alleging discrimination based on age, gender and disability, and retaliation. The ERD issued initial determinations finding no probable cause with respect to two complaints (regarding age and gender discrimination and retaliation). Mr. Weitz appealed the first of these determinations, and may still appeal the second determination for a period of time. Mr. Weitz withdrew his complaint regarding disability discrimination.

The settlement calls for payment of \$4,500 in attorney fees and \$15,000 in damages (a total of \$19,500) in exchange for a complete release of all claims that could have been brought, including back pay, compensatory damages, punitive damages, pension loss and other benefits, attorney fees and costs. Further, Mr. Weitz has agreed to resign his employment as part of the settlement agreement. There is no admission of liability.

OFFICE OF THE CITY ATTORNEY

Milwaukee City Hall Suite 800 • 200 East Wells Street • Milwaukee, Wisconsin 53202-3551 • Telephone: 414.286.2601 • TDD: 414.286.2025 • Fax: 414.286.8550

To the Honorable Common Council

December 8, 2011

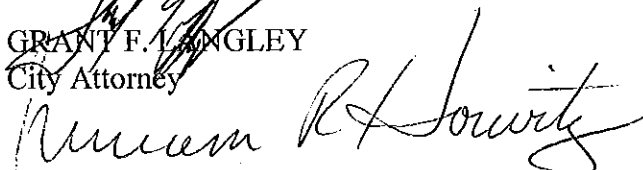
Page 2

This matter has been referred to the Judiciary and Legislation Committee, which has set it for consideration in closed session for purposes of conferring with the City Attorney pursuant to §19.85(1)(g), followed by open session for action as part of the regular agenda.

Very truly yours,



GRANT F. LANGLEY  
City Attorney



MIRIAM R. HORWITZ  
Assistant City Attorney

Enc.

MRH/MRH

1084-2010-566:175924

C(w/enc):

Bevan Baker, Commissioner of Health

Maria Monteagudo, Director, Department of Employee Relations

Rachel Filmanowicz, Operations Administrator, Health Department





# City of Milwaukee Fiscal Impact Statement

**A** Date 12/8/2011 File Number 111109  Original  Substitute  
 Subject Resolution to approve a settlement in the matter of Raymond J. Weitz v. City of Milwaukee

**B** Submitted By (Name/Title/Dept./Ext.) Miriam R. Horwitz, Assistant City Attorney, X2601

**C** This File  Increases or decreases previously authorized expenditures.  
 Suspends expenditure authority.  
 Increases or decreases city services.  
 Authorizes a department to administer a program affecting the city's fiscal liability.  
 Increases or decreases revenue.  
 Requests an amendment to the salary or positions ordinance.  
 Authorizes borrowing and related debt service.  
 Authorizes contingent borrowing (authority only).  
 Authorizes the expenditure of funds not authorized in adopted City Budget.

**D** Charge To  Department Account  Contingent Fund  
 Capital Projects Fund  Special Purpose Accounts  
 Debt Service  Grant & Aid Accounts  
 Other (Specify) \_\_\_\_\_

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages		\$0.00	\$0.00
		\$0.00	\$0.00
Supplies/Materials		\$0.00	\$0.00
		\$0.00	\$0.00
Equipment		\$0.00	\$0.00
		\$0.00	\$0.00
Services		\$0.00	\$0.00
		\$0.00	\$0.00
Other	Legal Settlement; Account no. 0001 3810 R999 634000	\$19,500.00	\$0.00
		\$0.00	\$0.00
<b>TOTALS</b>		<b>\$19,500.00</b>	<b>\$ 0.00</b>

**F**

Assumptions used in arriving at fiscal estimate. \_\_\_\_\_

**G**

For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.

 1-3 Years     3-5 Years    \_\_\_\_\_ 1-3 Years     3-5 Years    \_\_\_\_\_ 1-3 Years     3-5 Years    \_\_\_\_\_**H**

List any costs not included in Sections D and E above. \_\_\_\_\_

**I**

Additional information. \_\_\_\_\_

**J**This Note     Was requested by committee chair.

**RAYMOND J. WEITZ v. CITY OF MILWAUKEE**

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release is made and entered into for and in consideration of the commitments set forth herein on this 30 day of November, 2011, by and between Raymond J. Weitz (hereinafter referred to as "Complainant"), and the City of Milwaukee and the Health Department (hereinafter referred to as "Respondent" or "City").

WHEREAS, Complainant filed three Complaints with the Equal Rights Division of the State of Wisconsin Department of Workforce Development, Case Numbers CR201000477 and CR201100045, and with the Equal Employment Opportunity Commission, Case Numbers 26G201000643C and 26G201100651C alleging discrimination based on age, and sex and retaliation from having opposed discrimination in the workplace, and he has also has filed and withdrawn a complaint of disability discrimination in ERD Case No. CR201102927 and EEOC Case No. 26G201101513C ; and

WHEREAS, Respondent responded to the complaints and denies any and all liability or wrongdoing; and

WHEREAS, the parties wish to resolve the expense and disruption of litigation between them by amicably entering into this full and final settlement.

NOW, THEREFORE, in consideration of their mutual promises as set forth herein with their intention to be mutually and legally bound hereby, the parties covenant and agree as follows:

1. Approval. This agreement is subject to approval by the Common Council of the City of Milwaukee, and shall not become effective until the Common Council has passed a resolution authorizing this settlement, and the ten-day period for Mayoral veto has expired, following

passage of the resolution. It shall be deemed null and void, and have no force or effect, nor shall it be admissible for any purpose, in the event it is not so approved, and made effective. The City agrees to submit this Agreement to the Common Council as soon as possible, after it is signed by Complainant.

2. Full Release. Complainant, for himself, his heirs, personal representatives, executors, administrators, successors, agents and assigns, does hereby release and forever discharge the Respondent, and all departments, officers, employees or agents thereof, and their successors, from any and all manner of action or actions, cause or causes of action, suits, debts, covenants, contracts, agreements, judgments, execution, claims, demands and expenses (including attorneys' fees and costs) whatsoever in law or equity, which he has had, now has or may have against the City for or by reason of any transaction, matter, cause or thing whatsoever up to the date of this Agreement, whether based on tort, express or implied contract, or any federal, state or local law, statute or regulation, specifically including, but not limited to, any and all claims under the Wisconsin Fair Employment Act, Title VII of the Civil Rights Act of 1964, *as amended*, 42 U.S.C. § 2000e, *et seq.*; the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.*; 29 U.S.C. § 621, *et seq.*, the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1101, *et seq.*; the Federal Rehabilitation Act of 1973, as amended, the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et seq.*; the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, *et seq.*, including the protections of the Older Workers Benefit Protection Act, the federal and state Family and Medical Leave Act, the Municipal Employment Relations Act, the Federal Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. § 651, *et seq.*; 42 U.S.C. § 1981; 42 U.S.C. § 1983; the First or Fourteenth Amendments to the United States

Constitution; and any other applicable statute or authority of law providing a cause of action as to his employment with the City that concern any claims which have arisen or could arise out of or be connected to the facts, issues or allegations made or referred to in *Weitz v. City of Milwaukee*, ERD Case Numbers CR201000477, CR201100045, CR201102927, EEOC Case Numbers 26G201000643C, 26G201100651C and 26G201101513C or any other claims concerning the terms and conditions of his employment or his resignation or termination of employment. Complainant acknowledges that he has been advised that he has the right to consult with an attorney representing him in this matter and that he has in fact consulted with his own attorney. Complainant acknowledges that he has been provided with an opportunity to consider this release and waiver for a period of at least twenty-one (21) days and that he shall have a period of seven (7) days after it becomes effective to revoke this settlement agreement and release. Complainant agrees to execute a general release of all claims in the form approved by the City Attorney, as described in the attached Exhibit A, upon approval of this settlement by the Common Council (and expiration of the ten-day Mayoral veto period), at least seven days prior to, and as a condition precedent to his receipt of any settlement funds herein.

3. Dismissal. Complainant agrees to execute a stipulation to dismiss all of his ERD and EEOC complaints with prejudice and without further costs upon approval of this settlement by the Common Council, and expiration of the ten-day Mayoral veto period. Complainant further agrees to execute any other document such as a request for withdrawal of complaint or charge that may be required to completely dismiss his claims, complaints or actions against the Respondent concerning the allegations raised in the pending complaints.

4. Resignation. Complainant agrees to voluntarily resign his position as an employee of the City of Milwaukee and designate his last date on payroll to be effective the first date

following the expiration of the ten-day period for mayoral veto after the Common Council's approval of a resolution authorizing this settlement agreement. Complainant acknowledges and agrees that he will not seek and will not be eligible for re-employment with the City of Milwaukee following his resignation. Complainant also acknowledges and agrees that he is entering into a voluntary quit of his employment for purposes of unemployment compensation and that he may not be qualified to receive unemployment compensation based upon his employment with the City of Milwaukee as a result.

5. Payment. In consideration of the general release, the resignation and the dismissal of the complaints, the City of Milwaukee will pay the sum of Fifteen thousand and no/100 dollars (\$15,000) to Complainant as damages, and the sum of Four thousand five hundred and no/100 dollars (\$4,500) as attorney fees to Attorney Jeffrey Hynes, for a total payment of Nineteen thousand five hundred and no/100 dollars (\$19,500) within fifteen business days following expiration of the ten-day period for mayoral veto after the Common Council's approval of a resolution authorizing this settlement agreement. Complainant acknowledges that the City has made no representation to him, and has not advised him regarding the tax consequences, if any, that may apply to the payment called for herein, and that he will be solely responsible for tax consequences, if any, that may result to him due to this payment. The payments referred to in this Paragraph shall be delivered to the law offices of Jeffrey S. Hynes & Associates, S.C., 2300 N. Mayfair Road, Suite 390, Wauwatosa, WI 53226, so as to be received no later than 15 business days following the expiration of the 10-day period for mayoral veto after the Common Council's approval of a resolution authorizing this settlement agreement.

6. The parties further agree that Complainant will be paid any and all accrued, but unused vacation (currently 101.7 hours), which Complainant has accumulated through the effective date of his resignation. Complainant agrees that the payment of accrued, unused

vacation will be paid to him in his final payroll check, subject to the usual payroll deductions, which will be due him following his last day on the payroll system, which will also be the effective date of his resignation pursuant to Paragraph 4 of this Agreement.

7. Full and Final Settlement. With respect to the payments referred to in paragraph 5, the parties acknowledge and agree that said payments are in full and final settlement of all damages which Complainant has, or could have claimed in this matter, including without limitation compensatory damages, punitive damages, attorney fees, costs, wage loss, back pay, front pay, pension loss or other economic damages. Nothing in this agreement releases any of Complainant's claims or interests to vested benefits or pension rights, if any, which Complainant may have with the Employee Retirement System for the City of Milwaukee.

8. Letters of Reference. The City agrees to forward to the law offices of Jeffrey S. Hynes & Associates, 2300 N. Mayfair Road, Suite 390, Wauwatosa, WI 53226, three signed originals of the letter of reference attached hereto as Exhibit B on the first date following the expiration of the ten-day period for mayoral veto after the Common Council's approval of a resolution authorizing this settlement agreement. The signed originals shall be on City of Milwaukee-Health Department letterhead, signed and dated by Commissioner Baker, with the appropriate date of resignation filled in, pursuant to Paragraph 4 of this Settlement Agreement, and shall not contain the "Exhibit B" notation. The Respondent further agrees that, in the event it is contacted by a prospective employer, or other third party seeking information regarding Complainant, that it shall respond by making statements consistent with the attached letter of reference (identified as Exhibit B). In addition, if questioned concerning the reasons for Complainant's separation from employment with the City, it shall respond by stating that "Mr. Weitz resigned to pursue other employment opportunities." The Respondent shall provide no

additional information, and shall make no negative statements regarding Complainant or his employment with the City.

The Respondent also agrees that it will remove and segregate from Complainant's personnel file/record the following documents: the written warning issued to Mr. Weitz on December 22, 2010, the letter referencing a need for a performance improvement plan dated August 23, 2011, and any and all documents which reference Complainant's filings, correspondence, or other matters relating to his claims with the Department of Workforce Development-Equal Rights Division or the Equal Employment Opportunity Commission. The documents removed and segregated from the personnel file/record shall be maintained in the City Attorneys Office, or other such office, so as to be permanently maintained at a location separate from Complainant's personnel file/record, and such documents shall not be referred to, accessed or relied on in responding to any employment reference requests/inquiries, or any other matter relating to Complainant or his employment with the City. The Respondent shall effectuate the terms of this paragraph on the same date it provides the letters of reference referred to above.

Nothing in this paragraph, or in this agreement, prevents the City from complying with Wisconsin Open Records law, Sec. 19.21, et seq. or with other legal process which would require the production of records.

9. Compromise. It is expressly understood and agreed between the parties that by entering into this Agreement, the Respondent in no way admits that it has violated any federal, state, local statute or ordinance, or contractual provision, or was otherwise liable. It is further understood and agreed that this is a compromise settlement of disputed claims and that neither this Agreement nor the furnishing of the consideration provided for in this Agreement shall be



deemed or construed at any time or for any purpose as an admission of liability by the Respondent. Liability for any and all claims for relief is expressly denied by the Respondent.

10. Non-Disparagement. In exchange for the agreements and payment called for herein, the parties further agree to not disparage each other, and to refrain from causing any harm of any nature to the physical property or security interests of the other.

11. Return of Property and Cooperation. Complainant agrees that prior to the effective date of his resignation, he will return all city property, of any nature (including without limitation, all personnel records or data, all computers, hardware, software, files, applications or information of any kind, and any and all copies thereof), which he may have in or under his possession or control. Complainant further agrees to reasonably cooperate with management by providing, upon reasonable request, any and all information necessary to inform or instruct new or remaining employees in the continued work or processes associated with his employment.

Complainant further agrees that he will reasonably cooperate with Respondent in regard to responding to and/or defending any personnel matter or issue, regardless of whether it is currently known or whether it becomes known after his resignation. The term "cooperate" includes, but is not limited to the following: Complainant agrees to (a) keep personnel matters and issues of the Milwaukee Health Department confidential; (b) refrain from discussing any personnel matter or issue with anyone other than current upper level managers of the Milwaukee Health Department or attorneys or paralegal assistants for the City Attorney; (c) notify the City Attorney for the Respondent and the Commissioner of Health as soon as possible upon being served with a subpoena in regard to any personnel matter or issue; (d) voluntarily admit service of subpoenas to appear on behalf of the City of Milwaukee at hearings, arbitrations, depositions or other proceedings; (e) review documents to refresh his recollection and provide verbal and

written information (including affidavits) to respond to personnel matters or issues, and (f) provide Respondent with Complainant's current telephone number, email address and home address for a period of six years subsequent to his resignation.

12. Voluntary Agreement. Complainant represents and certifies that he has carefully read and fully understands all of the provision and effects of this Settlement Agreement and General Release. Complainant understands that he is voluntarily resigning his employment in connection with this agreement, and that he is not under any threat of discharge or retaliation that would cause him to resign his employment; and, that there will be no repercussions if he chooses not to enter into this agreement and instead continue his current employment. Complainant acknowledges that he has had a sufficient opportunity to consult an attorney, and that he has in fact consulted with an attorney and he is voluntarily entering into this Agreement. Further, Complainant acknowledges that neither the Respondent nor the Respondent's attorney(s) have made any representation concerning the terms or effects of this Agreement other than those contained herein.

13. Governing Law. This Settlement Agreement and General Release shall in all respects be interpreted, enforced and governed under the laws of the State of Wisconsin.

14. Entire Agreement. This Settlement Agreement and General Release sets forth the entire Agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

The parties hereby agree that an email (scanned) or faxed signature on this Settlement

Agreement shall have the same binding effect on the parties, as an original signature.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Complainant and the Respondent (through their attorneys) have executed the foregoing Settlement Agreement and General Release.

Dated: November 30, 2011

Raymond J. Weitz  
Raymond J. Weitz, Complainant

Dated: 12/2/11

Jeffrey S. Hynes  
Jeffrey S. Hynes  
Attorney for Complainant, approved as to form

Dated: 12/1/11

Grant F. Langley  
Grant F. Langley, City Attorney  
Miriam R. Horwitz, Assistant City Attorney  
Attorneys for Respondents

RELEASE OF CLAIM

KNOW ALL PERSONS BY THESE PRESENT, That the undersigned, Raymond J. Weitz for and in the consideration of the mutual promises and payments set forth in the Settlement Agreement dated \_\_\_\_\_ in full compromise and settlement, does for himself, his heirs, executors and administrators forever releases and discharges the said City of Milwaukee, of and from any and all claims, demands, actions and causes of action for damages of any kind or nature whatsoever for back pay, front pay, pension loss and benefits, attorney's fees, costs, compensatory damages, punitive damages, or any other damages whatsoever, arising out his employment with the City of Milwaukee, or any retaliation claims in relation thereto, up to the date of this agreement, including, without limitation, any claims arising out of the Wisconsin Fair Employment Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, any state or federal family or medical leave act, any federal or state constitutional claims, and any other claims whatsoever under any federal, state or local anti-discrimination laws.

The foregoing release has been read and understood by the undersigned before signing thereof. This release has been signed knowingly and voluntarily and after due consultation with an attorney representing the undersigned. Mr. Weitz acknowledges that he has been advised that he has the right to consult with an attorney representing him in this matter and that he has in fact consulted with his own attorney. Mr. Weitz acknowledges that he has with provided with an opportunity to consider this release and waiver for a period of at least twenty-one (21) days and that he shall have a period of seven (7) days after its execution to revoke this release.

IN WITNESS WHEREOF I have hereunto set my hand and seal at Milwaukee, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

STATE OF WISCONSIN )  
 ) SS  
MILWAUKEE COUNTY )

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the above named releasor who duly acknowledged to me that he read the same, knew the contents and effect thereof, and affixed his signature thereto in my presence for the uses and purposes expressed in the foregoing release.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

Exhibit A

[CITY OF MILWAUKEE – HEALTH DEPARTMENT LETTERHEAD]

[Date]

Re: Letter of Reference for Raymond Weitz

To Whom It May Concern:

We are pleased to provide this letter of reference for our former employee, Raymond Weitz. Mr. Weitz served as the Personal Officer for the Milwaukee Health Department (MHD) from May, 2008 to \_\_\_\_\_. As Health Personal Officer, Mr. Weitz was responsible for a long list of management and administrative duties that relate to all aspects of human resources for the Health Department. Mr. Weitz served as an advisor to the MHD Executive Leadership Team, advising the Commissioner of Health and other senior-level management on HR-related issues related to policy development. He was responsible for identifying legal requirements and government reporting regulations, advising management in appropriate resolution of employee relations issues and responding to inquiries regarding policies, and procedures, including the interpretation of labor agreements.

During Mr. Weitz's employment, the MHD had approximately 250 employees, and although changes in Wisconsin law have eliminated collective bargaining rights, except for base wages, for all MHD employees, over the years of his employment, Mr. Weitz had been responsible to help administer labor contracts with four separate collective bargaining units.

Mr. Weitz's attendance was exceptional. He performed especially well in providing training for managers related to working in a union environment, and at new employee orientations. He has also attained a Labor Relations Academy Certificate from the National Public Employer Labor Relations Association. I believe you will find Mr. Weitz to be well credentialed, and experienced in the area of human resources and personnel management.

Very truly yours,

Bevan Baker, FACHE  
Commissioner of Health



Legislation Details (With Text)

**File #:** 111107      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution relating to the claims of Atty. Emile Banks on behalf of Dionne Shaw and Stephanie Shaw for personal injuries and damages.

**Sponsors:** THE CHAIR

**Indexes:** CLAIMS

**Attachments:** City Attorney Letter.pdf, Claim, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number  
111107  
Version  
ORIGINAL  
Reference

Sponsor  
THE CHAIR  
Title

Resolution relating to the claims of Atty. Emile Banks on behalf of Dionne Shaw and Stephanie Shaw for personal injuries and damages.

Requestor  
City Attorney  
Drafter  
JAS:ms  
November 15, 2011  
1032-2011-2077:175531

**GRANT F. LANGLEY**  
City Attorney

**RUDOLPH M. KONRAD**  
**LINDA ULISS BURKE**  
**VINCENT D. MOSCHELLA**  
Deputy City Attorneys



**THOMAS O. GARTNER**  
**SUSAN D. BICKERT**  
**STUART S. MUKAMAL**  
**THOMAS J. BEAMISH**  
**MAURITA F. HOUREN**  
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**DONALD L. SCHRIEFER**  
**EDWARD M. EHRlich**  
**LEONARD A. TOKUS**  
**MIRIAM R. HORWITZ**  
**MARYNELL REGAN**  
**G. O'SULLIVAN-CROWLEY**  
**KATHRYN Z. BLOCK**  
**ELOISA DE LEÓN**  
**ADAM B. STEPHENS**  
**KEVIN P. SULLIVAN**  
**BETH CONRADSON CLEARY**  
**THOMAS D. MILLER**  
**JARELY M. RUIZ**  
**ROBIN A. PEDERSON**  
**CHRISTINE M. QUINN**  
**MARGARET C. DAUN**  
**JEREMY R. MCKENZIE**  
**MARY L. SCHANNING**  
Assistant City Attorneys

November 28, 2011

To the Honorable Common Council  
Of the City of Milwaukee  
Room 205 – City Hall

Re: Resolution Relating to the Claim of the Estate of Cassandra Shaw  
C.I. File Nos. 11-L-65, 11-L-65-1 and 11-L-65-2

Dear Council Members:

We return the enclosed document which has been filed with the City Clerk, and ask that it be introduced and referred to the Committee on Judiciary & Legislation with the following recommendation.

Claimants, the Estate of Cassandra Shaw, and her children, Stephanie Shaw, 5518 North 33<sup>rd</sup> Street, Milwaukee, WI 53209, and Dionne Shaw, 4073 West Rivers Edge Circle, Brown Deer, WI 53206, allege through their attorney, Emile Banks and Associates, LLC, High Pointe, Suite 290, 1200 North Mayfair Road, Milwaukee, WI 53226, that on March 31, 2011 they sustained damages when the vehicle Cassandra Shaw was driving was struck by another vehicle. That vehicle disregarded a stop sign while it was being pursued by the Milwaukee Police Department. The claimants allege damages in the amount of \$250,000.00.

Honorable Common Council  
November 28, 2011  
Page 2

Our investigation reveals that the police pursuit actions were within the scope of the officers' lawful discretion and they and the City are therefore immune from liability under Wisconsin law. In addition, the police were not negligent in this matter. As such, the City would not be liable. Therefore, we recommend that these claims be denied.

Very truly yours,

GRANT F. LANGLEY  
City Attorney

JAN A. SMOKOWICZ  
Assistant City Attorney

JAS:ms  
Enclosure  
1032-2011-2077:175530



NOTICE OF INJURY AND NOTICE OF CLAIM

TO: FIRE AND POLICE COMMISSION  
200 East Wells Street, Room 706A  
Milwaukee, WI 53202

CITY OF MILWAUKEE – OFFICE OF THE CITY CLERK  
200 East Wells Street  
Milwaukee, WI 53202

TO EACH OF THE ABOVE-NAMED PARTIES:

PLEASE TAKE NOTICE that pursuant to the terms of §§ 893.80(1)(a) and (b),

Wis. Stats.:

1. That on March 31, 2011, at or near the intersection of West Center Street and North 6<sup>th</sup> Street in Milwaukee, Wisconsin, a Milwaukee Police Department Officer was engaged in a high speed chase with Mauricio Antwon Evans, who was fleeing the officer, and caused Cassandra Shaw's vehicle to be struck.

2. That as a result of the negligent acts of the City of Milwaukee Police Officer in pursuing a high-speed chase, Cassandra Shaw suffered bodily injury, including multiple blunt force injuries, that resulted in her death on April 10, 2011.

3. Please be advised that the claimants, Dionne Shaw and Stephanie Shaw, Cassandra Shaw's adult children, have retained the law firm of Emile Banks & Associates, LLC to pursue a wrongful death claim on their behalf, along with a claim on behalf of Cassandra Shaw's Estate for conscious pain and suffering, medical bills, and funeral expenses.

4. Stephanie Shaw and Dionne Shaw's claims for the wrongful death of their mother is in an amount that is greater than the \$250,000 available pursuant to Wis. Stat. § 345.05. Additionally, the Estate of Stephanie Shaw's claim for conscious pain and suffering, medical


RONALD D. LEONHARDT  
CITY CLERK  
11 JUL 28 PM 3: 14  
CITY OF MILWAUKEE

OFFICE OF  
CITY ATTORNEY  
2011 JUL 29 PM 1: 03  
CITY OF MILWAUKEE  
RECEIVED

bills and funeral expenses is also in an amount that is greater than the \$250,000 available pursuant to Wis. Stat. § 345.05. Therefore, these claimants demand the \$250,000 that is available to them pursuant to statute.

Dated this 27<sup>th</sup> day of July, 2011.

EMILE BANKS & ASSOCIATES, LLC  
Attorneys for Plaintiffs, Estate of  
Cassandra Shaw, Dionne Shaw and  
Stephanie Shaw

By:   
EMILE H. BANKS, JR.  
State Bar No. 1018890  
BRENDA M.S. RIVECCA  
State Bar No. 1054806

POST OFFICE ADDRESS:  
High Pointe, Suite 290  
1200 North Mayfair Road  
Milwaukee, WI 53226  
(414) 777-0000







Legislation Details (With Text)

**File #:** 111106      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution relating to the claim of Atty. Erin Manian on behalf of Cornell Rowe for personal injuries and damages. (15th Aldermanic District)

**Sponsors:** THE CHAIR

**Indexes:** CLAIMS

**Attachments:** City Attorney Letter.pdf, Claim, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number  
111106  
Version  
ORIGINAL  
Reference

Sponsor  
THE CHAIR  
Title

Resolution relating to the claim of Atty. Erin Manian on behalf of Cornell Rowe for personal injuries and damages. (15th Aldermanic District)

Requestor  
City Attorney  
Drafter  
JAS:ms  
November 21, 2011  
1061-2011-2535:175667

**GRANT F. LANGLEY**  
City Attorney

**RUDOLPH M. KONRAD**  
**LINDA ULISS BURKE**  
**VINCENT D. MOSCHELLA**  
Deputy City Attorneys



**THOMAS O. GARTNER**  
**SUSAN D. BICKERT**  
**STUART S. MUKAMAL**  
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**MARGARET C. DAUN**  
**JEREMY R. MCKENZIE**  
**MARY L. SCHANNING**  
Assistant City Attorneys

November 21, 2011

To the Honorable Common Council  
Of the City of Milwaukee  
Room 205 – City Hall

Re: Resolution Relating to the Claim of Cornell Rowe  
C.I. File No.: 11-L-77

Dear Council Members:

We return the enclosed document which has been filed with the City Clerk, and ask that it be introduced and referred to the Committee on Judiciary & Legislation with the following recommendation.

Claimant, Cornell Rowe, 2352 North 44<sup>th</sup> Street, Milwaukee, WI 53210, alleges through his attorney, Legal Services Program of Wisconsin, 820 North Plankinton Avenue, Milwaukee, WI 53203, that on June 27, 2011 he sustained damages when the Milwaukee Fire Department (MFD) responded to a 911 call regarding his chest pains and made an unauthorized disclosure of his HIV status. They claim damages in the amount of \$50,000.00.

Our investigation reveals that the MFD records indicate that on June 27, 2011, they dispatched personnel and equipment to 3261 North 24<sup>th</sup> Place in response to a call that a person was having chest pain. They arrived and assessed the claimant according to department protocol. As such, the City would not be liable. Therefore, we recommend that this claim be denied.

Very truly yours,

**GRANT F. LANGLEY**  
City Attorney

**JAN A. SMOKOWICZ**  
Assistant City Attorney

JAS:ms  
Enclosure  
1061-2011-2535:175664

OFFICE OF THE CITY ATTORNEY

NOTICE OF CLAIM OF CORNELL ROWE PURSUANT TO  
WISCONSIN STATUTE SECTION 893.80(1)

RONALD D. LEONHARDT  
CITY CLERK

2011 SEP 30 PM 1:18

CITY OF MILWAUKEE

To: City Clerk of Milwaukee  
Attention: Claims  
200 East Wells Street  
Room 205  
Milwaukee, Wisconsin 53202

PLEASE TAKE NOTICE that this office has been retained by Cornell Rowe, and hereby gives notice of claim in all matters pertaining to the unauthorized disclosure of his protected health information, namely, his HIV status.

1. Claimant: Cornell Rowe
2. Address: 2352 North 44<sup>th</sup> Street  
Milwaukee, WI 53210  
Phone: 414-292-6914
3. Location: Thompson Development House  
3261 North 24<sup>th</sup> Place  
Milwaukee, Wisconsin 53206
4. Circumstances: On or about June 27<sup>th</sup>, 2011, at the above-referenced location in paragraph 3, Mr. Rowe, a volunteer with Thompson Development House, began having chest pains. Mr. Rowe's supervisor was concerned for his well-being and called 911. The responding EMT, an employee of the Milwaukee Fire Department, was assessing the situation and accessed Mr. Rowe's electronic medical records, while Mr. Rowe was alert and in no immediate emergency situation, and stated in the presence of Mr. Rowe's supervisor and several other employees "you are HIV positive." Mr. Rowe, not wishing to have this medical information disclosed to his coworkers replied "no, I don't." The EMT, still not realizing that Mr. Rowe did not wish to have this information shared asked "are you sure you do not have HIV?" Mr. Rowe again replied "no, I do not."  
Upon his return to work after this incident, Mr. Rowe was questioned by his supervisor and other coworkers as to whether he was HIV positive. He was also the subject of much gossip among Thompson House employees. This situation has caused Mr. Rowe extreme anxiety, emotional distress and embarrassment. Having already been the victim of an unauthorized disclosure of his status to family, resulting in the loss of society and companionship of his siblings, nieces and nephews, Mr. Rowe is fearful that everyday he will be the target of discrimination and possible termination due to this breach of privacy.

OFFICE OF  
CITY ATTORNEY

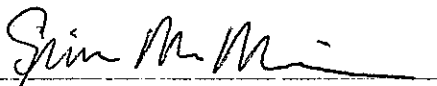
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CITY OF MILWAUKEE  
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5. Injuries and Damages: Mr. Rowe is seeking damages from the Milwaukee Fire Department for Invasion of Privacy, Public Disclosure of Private Facts and Negligent Infliction of Emotional Distress. Mr. Rowe is seeking damages in the amount of \$50,000

Mr. Rowe has retained the Legal Services program of Wisconsin to represent him in his claim for damages against the City of Milwaukee, Wisconsin. Please direct all future correspondence to the attention of Attorney Erin M. Manian.

Dated this 20<sup>th</sup> day of September, 2011.

  
Erin M. Manian  
Attorney for Claimant  
State Bar No. 1051905

Mailing Address:  
Legal Services Program of Wisconsin  
820 North Plankinton Avenue  
Milwaukee, Wisconsin 53203  
Tel: 414-225-1532  
Fax: 414-225-1632







Legislation Details (With Text)

**File #:** 111105      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution relating to the claim of Barbara Freundl for damages.

**Sponsors:** THE CHAIR

**Indexes:** CLAIMS

**Attachments:** City Attorney Letter.pdf, Claim, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number  
111105  
Version  
ORIGINAL  
Reference

Sponsor  
THE CHAIR  
Title  
Resolution relating to the claim of Barbara Freundl for damages.  
Requestor  
City Attorney  
Drafter  
JAS:ms  
November 21, 2011  
1061-2011-2371:175740

**GRANT F. LANGLEY**  
City Attorney

**RUDOLPH M. KONRAD**  
**LINDA ULISS BURKE**  
**VINCENT D. MOSCHELLA**  
Deputy City Attorneys



**THOMAS O. GARTNER**  
**SUSAN D. BICKERT**  
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**JARELY M. RUIZ**  
**ROBIN A. PEDERSON**  
**CHRISTINE M. QUINN**  
**MARGARET C. DAUN**  
**JEREMY R. MCKENZIE**  
**MARY L. SCHANNING**  
Assistant City Attorneys

November 21, 2011

To the Honorable Common Council  
Of the City of Milwaukee  
Room 205 – City Hall

Re: Resolution Relating to the Claim of Barbara Freundl  
C.I. File No.: 11-L-72

Dear Council Members:

We return the enclosed document which has been filed with the City Clerk, and ask that it be introduced and referred to the Committee on Judiciary & Legislation with the following recommendation.

Claimant, Barbara Freundl, 5324 West Beloit Road, West Milwaukee, WI 53214, on behalf of herself and the Estate of Ellen Freundl alleges that on/about May 13, 2011 the Milwaukee Fire Department (MFD) failed to follow fire search protocols because they did not locate Ellen Freundl whom perished in the fire. Barbara Freundl seeks damages in the amount of \$300,000.00.

Our investigation reveals the MFD responded to a fire in the residence located at 1122 East Center Street. The MFD utilized its department's protocol in handling this incident. Since the MFD followed its normal procedures in this matter, the City cannot accept responsibility and we recommend denial of this claim.

Very truly yours,

**GRANT F. LANGLEY**  
City Attorney

**JAN A. SMOKOWICZ**  
Assistant City Attorney

JAS:ms  
Enclosure  
1061-2011-2371:175738

NOTICE OF INJURY AND CLAIM FOR DAMAGES

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

James P. Poliak  
Operations Chief  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

Alonzo G. Chapman  
Command Chief  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

Robert G. Skaradzinski  
Fire Captain  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

Kevin D. Hafemann  
Fire Lieutenant  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

Jeffrey L. Barton  
Fire Lieutenant  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

Alan C. Bykowski  
Firefighter  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

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OFFICE OF  
CITY ATTORNEY

Brett A. Metzen  
Firefighter  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

Miguel A. Roman-Cortes  
HEQ-OP  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

Joseph J. Haasch  
HEQ-OP  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

Daniel J. Felzer  
HEQ-OP  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

Craig Parelo  
Firefighter  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

Michael J. Laweny  
Firefighter  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

Gregg R. Blumenberg  
Firefighter  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

John Does 1-\_\_\_\_\_  
Presently unidentifiable managerial and operations fire personnel  
City of Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, WI 53233

Barbara E. Freundl, whose address is 5324 West Beloit Road, West Milwaukee, Wisconsin, 53214, on behalf of herself and the Estate of Mary Ellen Freundl, hereby gives notice of her personal and the Estate's injuries and states their claims for damages as follows.

On May 13, 2011 commencing at approximately 11:00 p.m. and continuing until approximately 2:00 a.m. on May 14, 2011 a fire destroyed the premises at 1122 East Center Street, Milwaukee, Wisconsin, a property owned and at those times and dates occupied by Mary Ellen Freundl, age 48, the daughter of claimant Barbara Freundl. Despite plain evidence of the likely presence of Mary Ellen Freundl in the residence, such as her car being present, the T.V. on, lights on, animals present, and the neighbors' observations and beliefs, the named and presently unidentifiable personnel of the Milwaukee Fire Department failed to follow fire search protocols for a residential fire in which an occupant might be present and failed to conduct adequate investigations to determine whether Mary Ellen Freundl was present in her residence. Despite requests by Barbara Freundl and others no adequate initial or follow up searches were conducted until May 16, 2011. Had such searches been conducted it is likely they would have found Mary Ellen Freundl, perhaps in time to save her life and certainly in time to have prevented the suffering and anguish of her mother, who sought to have the fire personnel search further on a timely basis. Only a further search on Monday, May 16, 2011 led to the discovery of the thermally scarred and carbon monoxide intoxicated body of the deceased Mary Ellen Freundl.

Claimants seek itemized relief as follows:

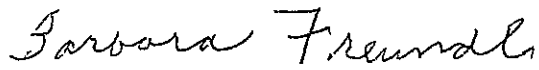
(1) for violation of state law by reason of the named and presently unidentifiable personnels' failure to follow search protocol resulting in the suffering and wrongful death of Mary Ellen Freundl, \$50,000.00; and further consequential damages of \$250,000.00;

(2) for violation of state law by reason of the named and presently unidentifiable personnels' failure to conduct adequate and timely searches for Mary Ellen Freundl resulting in the suffering and wrongful death of Mary Ellen Freundl, \$50,000.00; and further consequential damages of \$250,000.00;

(3) for violation of state law by reason of the named and presently unidentifiable personnels' failure to follow search protocol resulting in the suffering and anguish of Barbara Freundl, \$50,000.00; and further consequential damages of \$250,000.00;

(4) for violation of state law by reason of the named and presently unidentifiable personnels' failure to conduct adequate and timely searches for Mary Ellen Freundl resulting in the suffering and anguish of Barbara Freundl, \$50,000.00; and further consequential damages of \$250,000.00.

Dated at Milwaukee, Wisconsin this 7<sup>th</sup> day of September, 2011.



Barbara Freundl  
Mother of Mary Ellen Freundl  
Representative of the Estate of  
Mary Ellen Freundl

Address:

5324 West Beloit Road  
West Milwaukee, WI 53214  
Phone: (414) 339-1114







Legislation Details (With Text)

**File #:** 110995      **Version:** 1

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution authorizing the return of real estate located at 3002 W Juneau Ave, in the 4th Aldermanic District to its former owner. (Deidre Cox)

**Sponsors:** THE CHAIR

**Indexes:** IN REM JUDGMENTS

**Attachments:** Request for Vacation of In Rem Judgment, Treasurer Office, DNS Letter, DCD Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number

110995

Version

SUBSTITUTE 1

Sponsor

THE CHAIR

Title

Substitute resolution authorizing the return of real estate located at 3002 W Juneau Ave, in the 4th Aldermanic District to its former owner. (Deidre Cox)

Analysis

Permits return of property owned by the City under conditions imposed by s. 304-50, Milw. Code of Ordinances

Body

Whereas, The property located at 3002 W Juneau Ave, previously owned by Deidre Cox, has delinquent taxes for 2008-2010 and was foreclosed upon pursuant to Sec. 75.521, Wis. Stats., and a fee simple absolute was obtained in favor of the City of Milwaukee dated September 16 110995; and

Whereas, Deidre Cox would like to reclaim said property by paying all City and County real estate taxes, plus accrued interest and penalties to date of payment, and all costs as sustained by the City in the foreclosing and management of said property since September 16; and

Whereas, Deidre Cox has agreed to pay all related city charges up until the point that the property is returned, as well as all charges and conditions which are detailed in the letters submitted by the Department of Neighborhood Services, Department of City Development, the Health Department and the Treasurer's Office, as though set forth in this resolution; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that in order to return the property at 3002 W

Juneau Ave, a cashier's check must be submitted in the amount indicated by the City Treasurer within thirty (30) calendar days of the adoption of this resolution; and, be it

Further Resolved, That the City Attorney is then authorized to enter into a stipulation with the former owner to reopen and vacate the City's judgment in Milwaukee County Circuit Court Case No. 11CV7456 known as the 2011-02 In Rem Parcel 202, securing the court's order and recording said order with the Milwaukee County Register of Deeds; and, be it

Further Resolved, That if the above delinquent taxes, interest, and penalties are not paid within thirty (30) calendar days of the adoption of this resolution, this process becomes null and void.

Drafter

CC CC

jp

12/7/11

**WAYNE F. WHITTOW**  
City Treasurer



**James L. Hanna**  
Deputy City Treasurer

**James F. Klajbor**  
Special Deputy City Treasurer

**OFFICE OF THE CITY TREASURER**  
Milwaukee, Wisconsin

November 14, 2011

To: Milwaukee Common Council  
City Hall, Room 205

From:  Wayne F. Whittow  
City Treasurer

Re: Request for Vacation of Inrem Judgment  
Tax Key No.: 365-1483-000-7  
Address: 3002 3002 W JUNEAU AV  
Owner Name: TOM ELIHU ARNOLD DEIRDRE DEE ZOFIA

ALICIA

Applicant/Requester: DEIRDRE COX  
2011-2 Inrem File  
Parcel: 202  
Case: 11CV7456

Attached is a completed application for Vacation of Inrem Judgment and documentation of payment of costs.

The City of Milwaukee acquired this property on 09/16/2011.

WFW/ku

# REQUEST FOR VACATION OF IN REM JUDGMENT

*Return by 12-15-11*

FOLLOW THE INSTRUCTIONS LISTED BELOW:

1. Type or print firmly with ball point pen.
2. Use separate form for each property.
3. Check the copy of the attached ordinance for guidelines and eligibility. No written request to proceed under the ordinance may be submitted for consideration to the Common Council where more than 90 days has elapsed from the date of entry of the in rem judgment to the date of receipt of the request by the City Clerk.
4. **Administrative costs totaling \$1,370.00, must be paid by Cashiers Check or cash to the City Treasurer's Office prior to acceptance of this application.**
5. Complete boxes a, b c, d, and e.
6. Forward completed application to City Treasurer, 200 East Wells Street, Room 103, Milwaukee, WI 53202

## APPLICANT INFORMATION:

A. PROPERTY ADDRESS 3002 W Juneau  
TAXKEY NUMBER 365-1483-7  
NAME OF APPLICANT Deirdre D.Z.A. Cox  
MAILING ADDRESS 3002 W Juneau  
Milwaukee IL 53208 414-342-1267  
CITY STATE ZIP CODE TELEPHONE NUMBER

B. FORMER OWNER YES  NO

If no, describe interest in this property \_\_\_\_\_

C. LIST ALL OTHER REAL PROPERTY IN THE CITY OF MILWAUKEE THAT THE FORMER OWNER HAS AN OWNERSHIP INTEREST IN (If not applicable, write NONE).

None

(Use reverse side, if additional space is needed)

D. HAVE MONIES FOR ADMINISTRATIVE COSTS BEEN DEPOSITED WITH THE CITY TREASURER'S OFFICE? (Documentation must be attached)

YES  NO

E. DEPT OF NEIGHBORHOOD SERVICES FILING:

Have applications to record the subject property and any other unrecorded properties in which the former owner has an ownership interest been filed with the Department of Neighborhood Services per s. 200-51.5.

YES  NO  N/A

Applicant warrants and represents that all of the information provided herein is true and correct and agrees that if title to the property is restored to the former owner, applicant will indemnify and hold City harmless from and against any cost or expense which may be asserted against City as a result of its being in the chain of title to the property. **All charges incurred such as Water usage, city services, etc. while the City held title to the property are the responsibility of the applicant if request to vacate is approved. Applicant understands that if this request is withdrawn or denied the City shall retain all of the administrative costs applicant paid.**

APPLICANT'S SIGNATURE Deirdre DZA Cox DATE 11-14-11



# Payment Receipt

CT-11

Office of the City Treasurer • City Hall, Room 103  
200 East Wells Street • Milwaukee, Wisconsin 53202  
Telephone: (414) 286-2240

Received of: Deirdre Cox

Tax Account No.: 365-1483-7

Property Address: 3002 W Sunnyside

Cash \$ \_\_\_\_\_ Check \$ 1370.00

Installment Payment  Bond Payment

Delinquent Tax Payment  Year: \_\_\_\_\_

Current Collection Tax Payment

Duplicate Tax Bill Fee

Other   
vacated judgment

Received by: [Signature]

Date: 11/14/19

Office of the City Treasurer - Milwaukee, Wisconsin  
Administration Division  
Cash Deposit of Delinquent Tax Collection

<u>Cashier Category</u>	<u>Cashier Payclass</u>	<u>Dollar Amount</u>
1910	Delinquent Tax Collection	
	1911 City Treasurer Costs	220.00
	1912 DCD Costs	450.00
	1913 City Clerk Costs	200.00
	1914 City Attorney Costs	500.00
	Grand Total	<b>1,370.00</b>

Date 11/14/2011

**Comments for Treasurer's Use Only**

Administrative Costs - Request for Vacation of Judgment

File Number: 2011 - 2  
Taxkey Number: 365-1483-000 - 7  
Property Address: 3002 3002 W JUNEAU AV  
Owner Name TOM ELIHU ARNOLD  
DEIRDRE DEE ZOFIA ALICIA  
Applicant: DEIRDRE COX

Parcel Number: 202  
CaseNumber: 11CV7456



## **Office of the City Treasurer**

City Hall, Room 103 • 200 East Wells Street • Milwaukee, Wisconsin 53202  
Telephone: (414) 286-2240 • TTY: (414) 286-2025 • FAX: (414) 286-3186

December 7, 2011

To: Milwaukee Common Council  
Room 205, City Hall

From: James F. Klajbor, City Treasurer  
Office of the City Treasurer

Re: 110995 Reopening and Vacating InRem Judgment  
Tax Key No.: 365-1483-000-7  
Address: 3002 W JUNEAU AV  
Owner Name: TOM ELIHU ARNOLD  
Applicant/Requester: TOM ELIHU ARNOLD  
2011-2 in rem, Parcel: 202  
Case: 11CV7456, Acquired: 09/16/2011

---

Listed below are the outstanding taxes on the above parcel. The administrative costs in the amount of \$1,370.00 have been paid.

<b>TAX YEARS</b>	<b>IF PAID IN DEC</b>	<b>IF PAID BY JAN 19, 2012</b>
2008-2010*	\$7,735.71	\$7,735.71
Interest	\$1,300.09	\$1,376.09
Penalty	\$650.04	\$688.05
<b>TOTAL**</b>	<b>\$9,685.84</b>	<b>\$9,799.85</b>

**\*The 2011 tax bill is available and due by January 31, 2012.**

**\*\*The above figures may change prior to payment due to possible additional costs.**

JFK/slk



**Department of Neighborhood Services**  
Inspectional services for health, safety and neighborhood improvement

Art Dahlberg  
Commissioner

Thomas G. Mishefske  
Operations Manager

December 6, 2011

Alderman Ashanti Hamilton, Chair  
Judiciary and Legislation Committee  
Office of the City Clerk  
Room 205, City Hall

Re: File No.        110995  
      Address        3002 W Juneau Av

Dear Alderman Hamilton:

The owner of the above-referenced property has applied for a Vacation of In Rem Judgment. The Department of Neighborhood Services does not object to the return of this property provided the applicant pays \$900.00 in pending recording enforcement fees.

Sincerely,

Lynne Steffen  
Business Operations Manager





Department of City Development

City Plan Commission  
Historic Preservation Commission  
Neighborhood Improvement  
Development Corporation  
Redevelopment Authority

**Rocky Marcoux**  
Commissioner

**Martha L. Brown**  
Deputy Commissioner

December 5, 2011

Ms. Joanna Polanco, Staff Assistant  
Judiciary & Legislation Committee  
Room 205, City Hall  
City of Milwaukee

Dear Ms. Polanco:

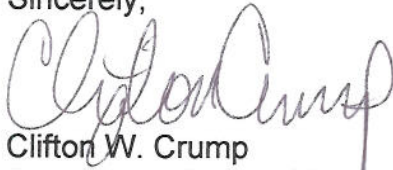
Re: File Number 110995  
3002 West Juneau Avenue

The Department of City Development reports that the tax foreclosed property located at 3002 West Juneau Avenue, Tax Key No. 365-1483-000-7, is not suitable for use by a public agency or community based organization. Although the property is in the Near Westside Plan, it is not needed for implementation of the plan.

This residential structure is occupied. Administrative costs incurred by our Department total \$483.00.

If you have any questions, feel free to contact Ms. Karen Taylor at Extension 5738.

Sincerely,



Clifton W. Crump  
Real Estate Project Manager

c: K. Urban, City Treasurer/Customer Service  
K. Sullivan, City Attorney's Office





Legislation Details (With Text)

**File #:** 110994      **Version:** 1

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution authorizing the return of real estate located at 2638-2640 N 47th Street, in the 15th Aldermanic District to its former owner. (Anchor Bank)

**Sponsors:** THE CHAIR

**Indexes:** IN REM JUDGMENTS

**Attachments:** Request for Vacation of In Rem Judgment, Treasurer Office, DNS Letter, DCD Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number  
110994  
Version  
SUBSTITUTE 1  
Sponsor  
THE CHAIR

Title  
Substitute resolution authorizing the return of real estate located at 2638-2640 N 47th Street, in the 15th Aldermanic District to its former owner. (Anchor Bank)

Analysis  
Permits return of property owned by the City under conditions imposed by s. 304-50, Milw. Code of Ordinances

Body  
Whereas, The property located at 2638-2640 N 47th Street, previously owned by Anchor Bank, has delinquent taxes for 2008-2010 and was foreclosed upon pursuant to Sec. 75.521, Wis. Stats., and a fee simple absolute was obtained in favor of the City of Milwaukee dated September 16 110994; and

Whereas, Anchor Bank would like to reclaim said property by paying all City and County real estate taxes, plus accrued interest and penalties to date of payment, and all costs as sustained by the City in the foreclosing and management of said property since September 16; and

Whereas, Anchor Bank has agreed to pay all related city charges up until the point that the property is returned, as well as all charges and conditions which are detailed in the letters submitted by the Department of Neighborhood Services, Department of City Development, the Health Department and the Treasurer's Office, as though set forth in this resolution; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that in order to return the property at 2638-2640 N 47th Street, a cashier's check must be submitted in the amount indicated by the City Treasurer within thirty (30) calendar days of the adoption of this resolution; and, be it

Further Resolved, That the City Attorney is then authorized to enter into a stipulation with the former owner to reopen and vacate the City's judgment in Milwaukee County Circuit Court Case No. 11CV7456 known as the 2011-02 In Rem Parcel 178, securing the court's order and recording said order with the Milwaukee County Register of Deeds; and, be it

Further Resolved, That if the above delinquent taxes, interest, and penalties are not paid within thirty (30) calendar days of the adoption of this resolution, this process becomes null and void.

Drafter

CC CC

jp

12/7/11

**WAYNE F. WHITTOW**  
City Treasurer



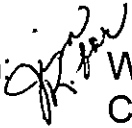
**James L. Hanna**  
Deputy City Treasurer

**James F. Klajbor**  
Special Deputy City Treasurer

**OFFICE OF THE CITY TREASURER**  
Milwaukee, Wisconsin

November 14, 2011

To: Milwaukee Common Council  
City Hall, Room 205

From:  Wayne F. Whittow  
City Treasurer

Re: Request for Vacation of Inrem Judgment  
Tax Key No.: 328-1686-000-7  
Address: 2638 2640 N 47TH ST  
Owner Name: AFUA COKER  
Applicant/Requester: ANCHOR BANK  
2011-2 Inrem File  
Parcel: 178  
Case: 11CV7456

Attached is a completed application for Vacation of Inrem Judgment and documentation of payment of costs.

The City of Milwaukee acquired this property on 09/16/2011.

WFW/ku

REQUEST FOR VACATION OF IN REM JUDGMENT

FOLLOW THE INSTRUCTIONS LISTED BELOW:

Return by 12-15-11 RECEIVED

1. Type or print firmly with ball point pen.
2. Use separate form for each property.
3. Check the copy of the attached ordinance for guidelines and eligibility. No written request to proceed under the ordinance may be submitted for consideration to the Common Council where more than 90 days has elapsed from the date of entry of the in rem judgment to the date of receipt of the request by the City Clerk.
4. **Administrative costs totaling \$1,370.00, must be paid by Cashiers Check or cash to the City Treasurer's Office prior to acceptance of this application.**
5. Complete boxes a, b c, d, and e.
6. Forward completed application to City Treasurer, 200 East Wells Street, Room 103, Milwaukee, WI 53202

NOV 9 2011 REO

APPLICANT INFORMATION:

A. PROPERTY ADDRESS 2638-2640 N 47<sup>th</sup> Street  
 TAXKEY NUMBER 328-1686-7  
 NAME OF APPLICANT Anchorbank fsb  
 MAILING ADDRESS 420 S. Koeller Street  
Oshkosh WI 54902 920-303-4925  
 CITY STATE ZIP CODE TELEPHONE NUMBER

B. FORMER OWNER YES \_\_\_\_\_ NO \_\_\_\_\_  
 If no, describe interest in this property Anchorbank has a security interest in the property (see attach documentation)

C. LIST ALL OTHER REAL PROPERTY IN THE CITY OF MILWAUKEE THAT THE FORMER OWNER HAS AN OWNERSHIP INTEREST IN (If not applicable, write NONE).  
N/A  
 (Use reverse side, if additional space is needed)

D. HAVE MONIES FOR ADMINISTRATIVE COSTS BEEN DEPOSITED WITH THE CITY TREASRUER'S OFFICE? (Documentation must be attached)  
 YES X NO \_\_\_\_\_

E. DEPT OF NEIGHBORHOOD SERVICES FILING:

Have applications to record the subject property and any other unrecorded properties in which the former owner has an ownership interest been filed with the Department of Neighborhood Services per s. 200-51.5.  
 YES \_\_\_\_\_ NO unknown

Applicant warrants and represents that all of the information provided herein is true and correct and agrees that if title to the property is restored to the former owner, applicant will indemnify and hold City harmless from and against any cost or expense which may be asserted against City as a result of its being in the chain of title to the property. **All charges incurred such as Water usage, city services, etc. while the City held title to the property are the responsibility of the applicant if request to vacate is approved.** Applicant understands that if this request is withdrawn or denied the City shall retain all of the administrative costs applicant paid.

APPLICANT'S SIGNATURE [Signature]

DATE 10-21-11

State Bar of Wisconsin Form 1-2003  
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Security Lending Group, LLC

\_\_\_\_\_ ("Grantor," whether one or more),  
and AnchorBank, fsb

\_\_\_\_\_ ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot 24, in Block 12, in the Second Continuation of Jackson Park, being a subdivision of part of the Southeast 1/4 of Section 14, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Recording Area

Name and Return Address  
Antonina Prestigiacomio  
Foley & Lardner LLP  
P.O. Box 1497  
Madison, Wisconsin 53701-1497

328-1686-7

Parcel Identification Number (PIN)

This \_\_\_\_\_ is not \_\_\_\_\_ homestead property.  
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances.

Dated to be effective as of: \_\_\_\_\_

SECURITY LENDING GROUP, LLC

By: Lloyd P. Levin, Manager

(SEAL)

\_\_\_\_\_  
(SEAL)

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

\* \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY:

Antonina Prestigiacomio of Foley & Lardner LLP

150 East Gilman Street, Madison, Wisconsin 53703-1481

ACKNOWLEDGMENT

STATE OF WISCONSIN )

MILWAUKEE COUNTY ) ss.

Personally came before me on October 24, 2011  
the above-named Lloyd P. Levin as Manager of Security Lending Group, LLC  
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\* Loretta A. Blanke  
Notary Public, State of Wisconsin

My Commission (is permanent) (expires: 6/10/12)

(Signatures may be authenticated by separate means provided they are properly acknowledged. Both are not necessary.)  
NOTE: THIS IS A STANDARD FORM. ANY ADDITIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.  
WARRANTY DEED

\* Type name below signatures.



### Commercial Owner's Affidavit

STATE OF WISCONSIN }  
 COUNTY OF MILWAUKEE }

The undersigned affiant first being duly sworn, deposes and says:

The undersigned is the owner of the following parcel of real estate which is described in the above referenced commitment (hereinafter called "the property"):

Lot 24, in Block 12, in the Second Continuation of Jackson Park, being a subdivision of part of the Southeast ¼ of Section 14, in Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

1. That there have been no construction, repairs, alterations, improvements made, ordered or contracted to be made on or to the Property, nor materials ordered within the last 6 months (or 6 months after completion of work) which have not been paid for, nor are there any fixtures attached to the Property which have not been paid for in full; and there are no outstanding or disputed claims for any such work or item, except: None.

That the work of improvement, if any:

- Started on \_\_\_\_\_
- Was completed on \_\_\_\_\_
- Will be completed on \_\_\_\_\_

2. That there has been no work done, nor notice received that work is to be done by the municipality (city, borough, or township), or at its direction, including but not limited to the installation of water or sewer lines, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs or sidewalks.
3. That there are no unrecorded leases or agreements affecting the Property, and there is no one in possession of or that has access to the Property, other than: (enter N/A if such is true)

- the undersigned
- tenants based on month-to month rental agreements
- lessees based on existing leases.
- affiant(s) please remember to attach copies of leases.
- N/A

4. That there are no rights of first refusal or options to purchase all or any part of the Property except: None. (enter "none" or N/A if such is true)
5. That there are no unpaid real estate taxes or assessments except as shown on the current tax roll. That the undersigned has not received any supplemental tax bill which is unpaid.
6. That no actions in bankruptcy have been filed by or against the company in any federal court or any other court of competent jurisdiction.
7. That there are no matters pending against the Affiant that could give rise to a lien that would attach to the property between the most recent effective date of the title commitment and the recording of the interest to be insured, and



that the Affiant has not and will not execute any instrument that would adversely affect the title or interest to be insured.

8. That this affidavit is given for the purpose of inducing First American Title Insurance Company and/or its agent to issue its policies of title insurance which may provide coverage as to the matters listed above. The undersigned acknowledge that they have read the foregoing and fully understand the legal aspects of any misrepresentation and/or untrue statements made herein and indemnify and hold harmless FIRST AMERICAN TITLE INSURANCE COMPANY against liability occasioned by reason of reliance upon the statements made herein.

SECURITY LENDING GROUP, LLC

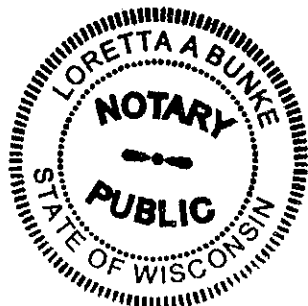
Lloyd P. Levin  
By: Lloyd P. Levin, Manager

Dated to effective as of: \_\_\_\_\_

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF MILWAUKEE    )

Personally came before me this 24<sup>th</sup> day of October, 2011, the above named Lloyd P. Levin, the Manager of Security Lending Group, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same on behalf of Security Lending Group, LLC by its authority.

[SEAL]



Loretta A Bunke  
\* Loretta A Bunke  
Notary Public, Milwaukee County, Wisconsin  
My commission expires: 6/10/12  
\* print name



Loan No. SL080302

**MORTGAGE NOTE**  
(Non-owner Occupied) Short Term Note

FOR VALUE RECEIVED, the undersigned makers, the Promisors and/or Mortgagors, hereinafter called BORROWER (whether one or more), promises and agrees as follows:

**1. TERMS OF REPAYMENT AND ADDITIONAL ADVANCES**

To pay to the order of SECURITY LENDING GROUP, LLC, Promisee and Mortgagee, hereinafter called LENDER, its successors and assigns, at its offices at 10624 N. Port Washington Road, Suite 201, Mequon, Wisconsin 53092, or such other place as may be designated by the holder of this Mortgage Note (hereinafter the "Note"), the principal sum of Seventy Thousand and 00/100 Dollars, (\$70,000.00), and such additional sums as may be subsequently advanced hereon to the Borrower by the Lender, together with interest thereon at the initial rate of 13.5 percent per annum, with installment payments of interest due and payable on the first day of each month in the amount of \$787.50, commencing May 1, 2008. Interest shall be computed monthly on the basis of a 360-day year comprised of twelve 30-day months. Effective October 1, 2008, the interest rate shall increase to 16.5 percent per annum, with installment payments of interest due and payable on the first day of each month in the amount of \$962.50. Effective January 2, 2009, the interest rate shall increase to 19.5 percent per annum, with installment payments of interest due and payable on the first day of each month in the amount of \$1,137.50 until the loan shall have been fully repaid. Any payments shall be applied first to penalties and interest, then to principal. The entire balance shall be fully due and payable on March 31, 2009 (the "Maturity Date"), unless Borrower fails to comply with all Borrower's obligations hereunder, in which event the balance shall become due prior thereto. It is intended that all provisions in this Note and the mortgage given as collateral security hereto (hereinafter the "Mortgage") comply with the provisions of Chapter 138 of the Wisconsin Statutes and other laws applicable at the time of execution thereof, and to the extent not in compliance shall be superseded by the provisions of said statute and other law. The principal sum, the interest thereon, and all other amounts payable by Borrower to Lender under this Note or under the Mortgage shall hereinafter be called the "Note Debt".

**2. INTEREST ON UNPAID BALANCE**

Said interest shall be added to the total of the Note Debt as of the first day of each month at the annual rate of interest above provided, said interest calculation to be based upon the unpaid total of the Note Debt as of the close of business on the last day of each month.

*3. This paragraph has been intentionally left blank.*

**4. ESCROW REQUIREMENTS**

Borrower shall pay to the Lender on the day monthly payments are due, until the Note Debt is paid in full, a sum equal to one-twelfth of the following escrow items: (a) yearly taxes and assessments on the property which is subject to the mortgage securing this Note (hereinafter the "Property"); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums on the Property; and (d) yearly mortgage insurance premiums, if any. The Lender may require escrow payments in an amount estimated on the basis of current data and reasonably estimated future escrow requirements. Escrow funds shall be held by the Lender and the Lender shall apply them to pay the escrow items. Escrow funds held by the Lender for yearly taxes and assessments on the Property shall be applied by the Lender for payment of such taxes and assessments in a single lump sum. If the escrow funds held by the Lender exceed the amount required to pay the escrow items when due, the excess may, at the Lender's option, be credited to Borrower on future escrow obligations. If the amount of the escrow held by the Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by the Lender. The Lender shall not pay interest on escrow funds unless required by law. Upon payment in full of all sums owed pursuant to this Note and the Mortgage the Lender shall refund to Borrower any escrow funds held by the Lender. The

Lender may waive Borrower's obligations under this paragraph 4, provided that the Lender may revoke such waiver if the Lender determines that its security is diminished by failure of the borrower to comply with this paragraph.

#### **5. LATE CHARGE**

In the event any installment payment (including, without limitation, the entire principal balance upon maturity) becomes more than 10 days past due, Borrower shall pay a late payment charge to Lender equal to 5% of the entire unpaid amount of the installment (including principal and interest). All late charges shall be secured by the Mortgage and, if not prohibited by applicable law, interest shall also accrue on delinquent principal amounts at the interest rate then in effect. Payments received after any installment becomes more than 10 days past due shall be applied first to current installments and then to delinquent installments for purposes of this provision

#### **6. RIGHT TO ACCELERATE**

If Borrower fails to make any payment due under this Note or the Mortgage within five (5) days after it becomes due, or upon any default (other than non-payment) under the Mortgage securing this Note, that is not cured within thirty (30) days following the date of mailing of written notice to Borrower, the Lender may accelerate the entire principal balance of this Note and declare the same immediately due and payable without notice or demand. It is understood and agreed that no written notice is required prior to any such acceleration due to a default in payments. After acceleration, interest shall accrue on the balance due at 24 percent per annum, or, if less, at the highest, rate then, permitted by law.

#### **7. APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by the Lender under paragraph 1 and 4 shall be applied: first, to late charges due; second, to processing fees due; third, to prepayment charges due; fourth, to interest due; fifth, to principal due; and last, to amounts payable under paragraph 4.

#### **8. BORROWER TO REPAIR, MAINTAIN AND INSURE PREMISES, AND PAY TAXES**

Borrower agrees to keep the building and other structures on the Property in good repair, free from liens and free from waste, refuse, pollutants, contaminants, or hazardous or toxic materials and to comply with local, state, and federal laws relating to condition of the Property and regulating waste, refuse, pollutants, contaminants, petroleum products, or hazardous or toxic materials; to pay all taxes, special and other assessments levied or assessed by virtue of any law and assessment now or hereafter in force upon or against said Property or against the Lender, upon this Note, the Note Debt, the Mortgage, or upon the Lender's interest in the Property arising by reason of the Mortgage; to pay all bills for repairs and any and all expenses incident to the ownership of the Property when due and payable, in order that no lien superior to that of the Lender may be created against the Property during the term of the Mortgage; to permit the Lender to inspect, test and monitor the Property at reasonable times and upon reasonable notice; and to exhibit upon demand, at the office of the Lender, all receipts for said taxes and assessments, and all bills; to keep buildings and improvements now existing or hereafter to be erected or placed on the Property constantly insured up to their full insurable value, in companies acceptable to the Lender, by policies of insurance providing fire loss coverage, extended coverage, and such other coverage as may be required by the Lender, including flood loss coverage; to deliver to the Lender the policies of insurance and their renewals when due in such form as the Lender may elect, which policies shall have attached thereto loss payable clauses in favor of and in form acceptable to the Lender. Each insurance company concerned is hereby authorized and directed to make payment for loss directly to the Lender; the insurance proceeds, or any part thereof, may be applied by the Lender at its option either to the reduction of the Note Debt or to the restoration or repair of the Property. In case of failure of the Borrower to satisfy Borrower's obligations under this paragraph 7, the Lender may take reasonable steps to preserve the value of the Property, may pay any tax or assessment, make and pay for repairs, procure the insurance, discharge any claim, lien or encumbrance, or purchase any tax certificate or title or claim against the Property, and all sums so paid shall be added to the principal portion of the Note Debt as of the first day of the then current month, and become a part of the Note Debt, with interest thereon at a rate of 1-1/2% per annum in excess of the contract rate. The Borrower shall repay upon demand any monies paid or disbursed by the Lender of any of said purposes,

and the Lender shall have no duty to inquire as to the validity of any tax, assessment, tax title or other claim against the Property but the receipt of the proper officer, tax or assessment purchaser or release of claim shall be conclusive of the validity and the amount thereof.

#### **9. CONSENT REQUIRED TO TRANSFER**

It is expressly understood and agreed that the Note Debt shall become due and payable forthwith, at the option of the Lender, if at any time during the term of this Note the Borrower shall sell, convey, transfer, or in any manner encumber the Property, or lease or rent for a period in excess of one year, or if either legal or equitable title shall vest in any person other than the Borrower in any manner and for any reason whatsoever, unless the consent in writing of the Lender, its successors or assigns, is first obtained. In the event of the approval by the Lender of any such transfer of title, the Lender shall make a service charge of 2% of the original principal balance due under this agreement which if not paid will be added to the principal portion of the Note Debt.

#### **10. CHANGE OF OWNERSHIP NOT TO RELEASE MORTGAGORS**

In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Lender may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Mortgage and the Note Debt in the same manner as with the Borrower, and may forbear to sue or may extend time for payment of the Note Debt without discharging or in any way affecting the liability of the Borrower for the Note Debt.

#### **11. OPTIONS OF LENDER IN CASE OF DEFAULT**

The happening of any one or more of the following events or conditions shall be a default hereunder, and upon the happening of any one or more of such events, or in case of default in any of the terms, conditions, or agreements of this Note or the Mortgage, the Lender may, at its option and without any notice or demand whatsoever, declare the entire Note Debt due and payable, and apply toward the payment of said Note Debt any indebtedness of the Lender to the Borrower, and thereafter proceed by action at law or to foreclose the Mortgage or both: (a) upon default by the Borrower in any payment provided in this Note or the Mortgage; (b) upon the making of a contract or agreement by the Borrower or suffering anything to be done whereby anyone may acquire the right to place a lien, mortgage, or other encumbrance against the Property; (c) in case of the actual or threatened alteration, addition to, demolition, or removal of any building on the Property without the prior written consent of the Lender; (d) in case of any act done or suffered to be done by the Borrower, whereby the security effected or intended to be effected by this Note and the Mortgage is weakened, diminished or impaired; (e) upon the default by said Borrower in the performance of any one or more of the covenants and agreements contained in this Note or the Mortgage; (f) if Borrower becomes insolvent or if a suit, action or proceeding shall be instituted by or against the Borrower to adjudicate Borrower as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the bankruptcy Code or other present or future statute, law, rule or regulation; (g) if a suit, action or proceeding shall be instituted by virtue of a subordinate lien or claim against the Property; or if any order, judgment or decree is entered against Borrower by a court of any jurisdiction in any way whatsoever arising out of this Note or the Mortgage; or (h) in case of discovery by the Lender of a material misrepresentation in the application. The Borrower hereby assigns to the Lender as additional cash collateral security all rents and profits derived from the Property and all escrow funds paid to the Lender pursuant to this Note. The Borrower does hereby appoint said Lender, without court order, agent for the management of the Property; and the Lender shall at any time and without notice have the right to enter upon, take possession of, and manage the Property, including the right to hire and pay a property manager and to collect the rents of the Property, including those past due, directly from the occupants of the Property, and bring or defend any action in connection with said premises, which appointment and rights the Lender may elect and exercise to accept in the event the Lender, in its sole discretion, determines there has been a default or breach of covenant by the Borrower. The failure on the part of the Lender to exercise any of its rights hereunder shall not be construed to prejudice its other rights or its right upon any other or subsequent default or breach of covenant. It shall not affect the liability of any maker included within the term Borrower if the Lender, with or without notice, accepts partial payments; releases, impairs or fails to realize upon collateral for the Note Debt; releases, agrees not to sue, or compromises a claim against any such maker; or renews or extends the term of this Note.

## **12. COSTS AND ATTORNEY'S FEES: INDEMNIFICATION**

It is understood and agreed that said Borrower shall pay all costs and reasonable attorneys' fees as incurred or paid by the Lender in any suit, action or proceeding in which it may be a party, whether as a plaintiff or defendant or otherwise, by reason of being a party to this Note or the Mortgage, or incurred or paid by the Lender by reason of any dispute, issue, or claim arising out of this Note or the Mortgage, or in interest of the Lender in the Property. The Lender may, at its option, add said costs and fees to the principal portion of the Note Debt in the event of non-payment by the Borrower. Borrower shall indemnify the Lender and hold the Lender harmless from all loss, costs, expenses, claims, and liabilities, including litigation expenses and attorneys' fees, arising from hazardous or toxic materials on, in or about the Property or arising in any way from Borrower's use of the Property.

## **13. FORECLOSURE**

Upon the filing of any complaint, or the filing of any action to foreclose the Mortgage in any court having jurisdiction, such court may, without hearing at any time and without notice to the Borrower or any party claiming under said Borrower, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver to service without bond, to take possession of the Property, with the authority and power to rent and lease the Property; to maintain the Property, to collect all rents and profits; and to pay expenses incurred for maintenance, utilities, and taxes during the pendency of such action until redemption or confirmation of sale. Monies received by said receiver shall be applied, in the discretion of the receiver, toward expenses incurred in administration, expenses incurred in management, cost of renting, maintenance, utilities and taxes, reasonable attorneys' fees, and the amount due the Lender. Upon foreclosure and sale of the Property, proceeds shall be applied as follows: (a) first, to expenses of advertising, selling and conveying the Property; to all moneys advanced for insurance, taxes and other liens or assessments and sums which have been expended in and about the preservation of the Property, and to all disbursements incurred by the Lender including but not limited to court costs, sheriff's and service fees, and costs of title expense, together with reasonable attorneys' fees; (b) second, to the principal portion of the Note Debt and the interest due up to the time of confirmation of such sale or payment, (c) third, the excess, if any, according to further order of the court. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of the Note Debt prior to the confirmation of sheriff's sale but after the filing of any complaint or any action to foreclose the Mortgage all costs and disbursements incurred, including but not limited to title costs, court costs, disbursements and expenses of such proceeding, and reasonable attorneys' fees shall be added to the Note Debt.

## **14. FORECLOSURE ELECTION**

Notwithstanding anything to the contrary herein, the Borrower agrees that in the event of foreclosure, the Lender may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Section 846.103(2) of the Wisconsin Statutes, as they may apply to the Property.

## **15. WARRANTIES AND REPRESENTATIONS**

Borrower and the person signing on behalf of Borrower warrant the Borrower and the person signing on behalf of Borrower have authority and capacity to enter into this Note and the Mortgage; good right to sell, mortgage, or convey the Property; that the Property is free and clear from encumbrances, and Borrower warrants the title thereto against all persons whomsoever. Each person signing below on behalf of another warrants and represents that he or she has authority to act on the other's behalf, that his or her signature is sufficient to bind the other, and that he or she has disclosed to Lender the terms and extent of his or her authority. Borrower warrants and covenants that, to the best of Borrower's knowledge there are no waste, refuse, pollutants, contaminates, toxic or hazardous materials on, in or about the property; and that, to the best of Borrower's knowledge, the Property and its past, existing, and future uses have not, do not, and will not violate any local, state, or federal laws regulating environmental matters or petroleum products, waste, refuse, pollutants, hazardous materials, or toxic materials. The Lender may require Borrower to provide a rent roll, financial disclosures and financial statements at reasonable items and on reasonable notice. All such statements and disclosures shall be true and correct. Each maker included within the term Borrower has made an independent determination of the financial condition of all other makers, and the Lender has made no representations about the financial condition of any maker or about the collectability or enforceability of this Note.

**16. WAIVER**

The Borrower waives notice of and consents to any and all extensions of this Note or any part thereof, without notice, and waives demand, presentment for payment, notice of non-payment and protest.


**17. SINGULAR INCLUDES PLURAL**

If more than one promisor has executed this Note the term of "Borrower" and the use of the singular number herein shall be read and construed accordingly, and, if only one promisor has executed this Note, the use of the plural number herein shall be read and construed accordingly.


**18. NOTE AND MORTGAGE ONE CONTRACT**

This Note is secured by the Mortgage to the Lender bearing even date herewith, and all of the terms and conditions of the Mortgage are hereby incorporated herein and made a part of this Note. If any clause or term herein is declared unconstitutional or in violation of Wisconsin Statutes or other applicable law, it shall not affect the validity of the remaining provisions of this Note.

Witness our hands and seals this 7th day of March, 2008.

  
Borrower Afua Coker

This Note is hereby made payable to the order of AnchorBank, fsb as collateral for a \$5,000,000 revolving loan from AnchorBank, fsb ("AnchorBank") to Security Lending Group, LLC ("SLG"), subject to the terms and conditions of that certain Revolving Credit Agreement between AnchorBank and SLG, dated May 1, 2009.

Security Lending Group, LLC  
By   
Alex Satanovsky, Member



DOC.# 09596867

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 05/06/2008 11:46AM

JOHN LA FAVE  
REGISTER OF DEEDS  
AMOUNT: 13.00  
FEE EXEMPT 77.25 #: 0

Document Number	MORTGAGE
Document Title	
Loan Number: SL080302	
The undersigned Mortgagor(s), Afua Coker, hereby mortgage(s) to Security Lending Group, LLC a Wisconsin limited liability company, Mortgagee, real estate in Milwaukee County, Wisconsin described as follows (hereinafter the "Property"):	
Legal: Lot 24 in Block 12, in the Second Continuation of Jackson Park, being a subdivision of part of the Southeast 1/4 of Section 14, in Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.	

Recording Area
Name and Return Address:
Security Lending Group, LLC 10624 N. Port Washington Road Suite 202 Mequon, WI 53092

Parcel Identification Number: 328-1686-7

including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, built-in stoves, and water heaters (all of which are fixtures and a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, hereby releasing and waiving all rights under any homestead exemption laws and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein.

This mortgage is given to secure an indebtedness to the Mortgagee under a mortgage note in the amount of Seventy Thousand and 00/100 Dollars 70,000.00 of even date, executed by the Mortgagors, which note is made a part hereof (hereinafter the "Note") and such additional sums subsequently advanced in accordance with and pursuant to the Note and all other indebtedness of Mortgagors to Mortgagee agreed by Mortgagors to be secured hereby. It is the intent hereof to secure payment of the Note whether the entire amount has been advanced to Mortgagors at the date hereof or is advanced at a later date, or having been advanced, has been repaid in part and further advances made at a later date. Nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the Property, or in accordance with covenants contained in this mortgage and the Note.

The Mortgagors hereby assign to the Mortgagee as additional cash collateral security all rents and profits derived from the property and all escrow funds paid to Mortgagee pursuant to the Note. The Mortgagors hereby appoint said Mortgagee, without court order, agent for the management of the Property, and the Mortgagee shall at any time and without notice have the right to enter upon, take possession of and manage the Property, including the right to hire and pay a property manager, and to collect the rents of the property, including those past due, directly from the occupants and past occupants of the Property, and bring or defend any actions in connection with the property, which appointment and rights the Mortgagee may elect to accept and exercise in the event the Mortgagee, in its sole discretion, determines there has been a default or breach of covenant by the Mortgagors. The Mortgagee may elect from time to time not to enforce some or all of the provisions of this paragraph. The



DOC.# 09596868

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 05/06/2008 11:46AM

JOHN LA FAVE  
REGISTER OF DEEDS  
AMOUNT: 17.00  
FEE EXEMPT 77.25 #: 0

Document Number

**ASSIGNMENT OF LEASES  
AND RENTS**

Document Title

Loan Number: SL080302

THIS ASSIGNMENT is made as of 7th day of March, 2008 by Afua Coker, a Wisconsin limited liability company ("Borrower") to SECURITY LENDING GROUP, LLC, a Wisconsin limited liability company.

**RECITALS**

- A. Borrower is the owner of the real property described in the Legal listed below attached hereto (the "Property");
- B. Borrower has requested a loan from Lender in the amount of Seventy Thousand and 00/100 Dollars (\$70,000.00) (the "Loan");
- C. Lender, as a condition of making the Loan, has required that Borrower, in addition to executing its note for the amount of the Loan (the "Note") and Borrower in executing and delivering its mortgage of the Property (the "Mortgage"), executes and delivers this assignment of rents and leases for the repayment of the Note.

Legal: Lot 24 in Block 12, in the Second Continuation of Jackson Park, being a subdivision of part of the Southeast 1/4 of Section 14, in Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Name and Return Address:

Security Lending Group, LLC  
10624 N. Port Washington Road, Suite 202  
Mequon, WI 53092

Parcel Identification Number 328-1686-7

**AGREEMENTS**

NOW, THEREFORE, to better secure all debts, obligations and liabilities of Borrower to Lender arising out of credit previously granted, contemporaneously granted and granted in the future by Lender to Borrower, including, without limitation, the obligations of Borrower under the terms and conditions of the Note, the Mortgage and all other documents which evidence or secure Borrower's obligations to Lender in connection with the Loan, Borrower hereby absolutely and unconditionally assigns to Lender, its successors and assigns, all of Borrower's interest in all the rents, issues and profits due and to become due from the Property, together with all leases, agreements, guarantees of leases and agreements, service contracts and insurance policies affecting the Property now or hereinafter existing (the "Assigned Asset"). This Assignment shall be effective upon execution, and Lender's interest in the rents and leases assigned shall be perfected as of the date of recording of this Assignment. As an additional nonexclusive means of perfection of Lender's interest, Lender's interest shall be perfected at the time Lender mails notice to Borrower or any tenant pursuant to this Assignment, advising that person that Lender is exercising its rights under this Agreement, unless perfection occurs, or is deemed to occur, prior to such notice.

Borrower further agrees as follows:

- 1. **RIGHTS OF BORROWER IN ABSENCE OF DEFAULT.** Before an Event of Default, (as defined in the Mortgage,) occurs, Borrower shall have the right to collect the rents, income and profits from the leases and to retain, use and enjoy the same; provided, however, that even before an Event of Default occurs no more than one month's advance rent shall be collected or accepted without the prior written consent of Lender.
- 2. **RIGHTS OF LENDER UPON DEFAULT.** Upon the occurrence of an Event of Default, (as defined in the Mortgage):
  - a. Lender may, at its option and without court order, without notice to or demand on Borrower do any or all of the following:



1. Enter and take possession of the Property.
  2. Demand, collect and receive from the tenants, lessees or other occupants now or at any time hereafter in possession of the Property or any part thereof, rents now due or to become due; endorse the name of Borrower or any subsequent owner of the Property on any check, note or other instrument for the payment of money; and deposit the same in demand accounts; institute, prosecute, settle or compromise any summary or legal proceeding for the recovery of rents or profits pertaining to the Property; recover the whole or any part of the Property; institute, prosecute, settle or compromise any other proceeding for the protection of the Property, the recovery of any damages done to the Property, or the abatement of any nuisance thereon; and defend any legal proceeding brought against Borrower or against owners arising out of the operation of the Property.
  3. Lease or rent the Property, or any part thereof; employ an agent to rent and manage the Property; make any change or improvement it deems reasonably necessary or expedient for leasing or renting of the Property; keep and maintain the Property in a tenable and rentable condition, as well as in a good state of repair; purchase all equipment or supplies reasonably necessary or desirable in the operation and maintenance of the Property; pay for all fuel, electricity, power, painting, repairs, wages of employees, and other items for the maintenance of the Property; pay interest or principal on any prior mortgages on the Property now due or to become due; pay any taxes, assessments, water or sewage charges, and meter charges now due and unpaid, or which may hereinafter become due and constitute a charge or lien against the Property; pay the principal and/or the interest of the Note and Mortgage, now due or hereafter to become due; pay the premiums on all policies of insurance now or hereinafter effected by the Borrower; comply with the orders of any governmental body or entity having jurisdiction against the Property; remove any mechanic's lien, security interest or other lien against the Property; and, in general, pay all charges and expenses incurred in the management and operation of the Property.
- b. Lender may pay the cost of all the matters provided for under this Section 2 out of the rents or revenues received from the Property. Any payments advanced by Lender under any of the provisions of this Assignment, including reasonable expenses and reasonable attorneys fees, shall be charged to Borrower, and shall for all purposes be deemed secured hereby and be payable to Lender out of the rents of the Property.
  - c. Notwithstanding any other provision of this Assignment, Borrower hereby assigns to Lender: (1) any award made hereafter to it in any court proceeding involving any of the lessees in any bankruptcy, insolvency or reorganization proceeding in any state or federal court; and (2) any and all payments made by lessees in lieu of rent. Borrower irrevocably appoint Lender as its attorney in fact to appear in any action and/or to collect any such award or payment.

### 3. OBLIGATIONS OF LENDER.

- a. Lender shall in no way be liable for any act done or anything omitted by it but shall be liable to account for all monies that it may receive hereunder. Nothing in this Assignment shall be construed to: (1) prejudice Lender's right to institute or prosecute any proceeding to foreclose the Mortgage or to enforce any lien on any other collateral which Lender may have; or (2) prejudice any right which Lender may have by reason of any present or future default under the terms of the Note, the Mortgage or any related loan documents.
- b. Lender shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Borrower under any lease or Assigned Asset. Borrower hereby agrees to indemnify Lender for, and to save Lender harmless from, any and all liability arising from any Assigned Asset or from any act or omission under this Assignment. This Assignment shall not place responsibility for the control, care, management or repair of Property upon Lender, or make Lender responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in damage, loss, injury or death to any property, tenant, lessee, employee, agent invitee, licensee, or stranger except for Lender's willful misconduct.
- c. Lender shall not be responsible or liable for any misuse of or failure to account for any rents collected by any agent, employee or representative of Borrower.
- d. Lender shall not be obligated to borrow or advance funds for any debt or obligation incurred in connection with the Property.
- e. Lender may (but shall not be obligated to) turn over to Borrower any surplus which Lender may have after paying all expenses in connection with the operation and maintenance of the Property and after setting up a necessary reserve for contingencies and emergencies and for the payment, upon the due date, of fixed

Borrower has executed this assignment as of the day and year first written above.

Borrower:

Afua Coker  
Afua Coker

**AUTHENTICATION**

Signature(s) of \_\_\_\_\_

authenticated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\* \_\_\_\_\_

TITLE: Member State Bar Of Wisconsin  
(If not, \_\_\_\_\_  
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY:  
Joan Prom

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN }  
COUNTY OF Orange } SS.

Personally came before me this 7th day of  
March, 2008, the above named Afua Coker, to me  
known to be the persons who executed the foregoing  
instrument and acknowledged the same.

Samantha L Stahl  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
Samantha Stahl  
Commission Expires: 1/22/12

Mortgagee may provide a copy hereof to the occupants and past occupants of the Property, and such copy shall be sufficient notice and evidence of the Mortgagee's right to collect rents directly from said occupants. At Mortgagee's option, Mortgagor consents to the appointment of a receiver by a court without hearing, without notice and without bond, to take possession of the Property, with authority and power to rent and lease the Property; to manage and maintain the Property, including hiring a property manager; to collect all rents and profits; to terminate tenancies and evict occupants, or tenants in default; and to pay expenses incurred for maintenance, utilities, and taxes, and insurance; and with such other power and authority as granted by the Note and the court.

The Mortgagors agree that in the event of foreclosure, the Mortgagee may, at such time, waive judgment for any deficiency and proceed pursuant to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, as they may apply to the property.

In the event that the Property or any part thereof is sold, conveyed, transferred, encumbered, or leased for a term of more than one year, or in the event that either legal or equitable title vests in any persons other than the Mortgagor for any reason, the entire indebtedness pursuant to this mortgage and the Note shall become due and payable forthwith, at the option of the Mortgagee, without further notice.

If one person executes this mortgage, the term "Mortgagors" and the use of the plural number herein shall be read and construed accordingly.

IN WITNESS WHEREOF, the said Mortgagor(s) have executed and sealed this instrument this 7th day of March, 2008

Afua Coker  
Afua Coker

AUTHENTICATION

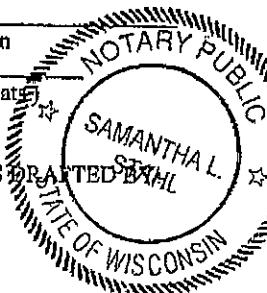
ACKNOWLEDGEMENT

Signature(s) of \_\_\_\_\_  
authenticated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

STATE OF WISCONSIN }  
COUNTY OF Daukeee } SS.

Personally came before me this 7th day of March, 2008, the above-named Afua Coker, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\*  
TITLE: Member State Bar Of Wisconsin  
(If not, \_\_\_\_\_  
authorized by §706.06, Wis. Stat.)



THIS INSTRUMENT WAS PREPARED BY  
Prosper Pfannerstill

Samantha L. Stahl  
Samantha L. Stahl  
Notary Public, State of Wisconsin  
My Commission: 1/22/12  
exp.



DOC.# 09596870

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 05/06/2008 11:46AM

JOHN LA FAVE  
REGISTER OF DEEDS  
AMOUNT: 11.00  
FEE EXEMPT 77.25 #: 0

Document Number

**ASSIGNMENT OF  
ASSIGNMENT OF LEASES  
AND RENTS**

Document Title

Loan Number: SL080302

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS is given by SECURITY LENDING GROUP, LLC, a Wisconsin limited liability company, which has an office located at 10624 N. Port Washington Road, Suite 202, Mequon, WI 53092, ("Assignor") for valuable consideration, the receipt of which Assignor acknowledges, to ANCHORBANK, fsb, a federally chartered savings bank of 15600 West Cleveland Avenue New Berlin, Wisconsin, 53151 ("AnchorBank"). Assignor does hereby grant, assign, convey and transfer to AnchorBank all of its rights, title and interest in and under that certain Assignment of Leases and Rents executed by Anna Coker in favor of Assignor dated as of the date of this Assignment relating to that certain parcel of real property described in Legal The Assignment of Leases and Rents was duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin as Document No. 09596868

Legal: Lot 24 in Block 12, in the Second Continuation of Jackson Park, being a subdivision of part of the Southeast 1/4 of Section 14, in Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Name and Return Address:

Security Lending Group, LLC  
10624 N. Port Washington Road, Suite 202  
Mequon, WI 53092

Parcel Identification Number 328-1686-7

To Have and to Hold the said Assignment of Leases and Rents, and the debt thereby secured by a note therein referred to, and all right, title and interest conveyed by said Assignment of Leases and Rents, in and to the Leases and rents described therein, to AnchorBank, its Successors and assigns, forever, for their use and benefit. Assignor warrants that it is and will be the owner of the Assignment of Leases and Rents and has the right to make this assignment to AnchorBank.

*This assignment is for collateral purpose only, all servicing will be held by Security Lending Group, LLC. For payoff or other information concerning this loan, please contact Security Lending Group, LLC at 262-478-1172 or 10624 N. Port Washington Road, Suite 206 Mequon, WI 53092.*

Dated as 7th day of March, 2008

SECURITY LENDING GROUP, LLC

[SEAL]

By

Alex Satanovsky  
Alex Satanovsky, Member

**ACKNOWLEDGEMENT**

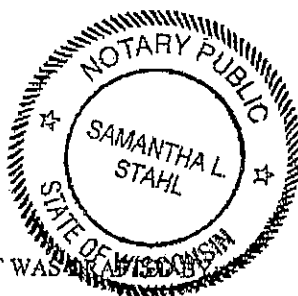
STATE OF WISCONSIN }  
COUNTY OF milwaukee } SS.

Personally came before me this 7th day of March, 2008, the above named Alex Satanovsky to me known to be the person who executed the foregoing instrument and acknowledged the same.

Samantha L. Stahl

\* Samantha L. Stahl  
Notary Public, State of Wisconsin

My Commission: exp 1/22/12



THIS INSTRUMENT WAS  
Security Lending Group, LLC  
Prosper Pfannerstill



DOC.# 09596869

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 05/06/2008 11:46AM

JOHN LA FAVE  
REGISTER OF DEEDS  
AMOUNT: 11.00  
FEE EXEMPT 77.25 #: 0

ASSIGNMENT OF MORTGAGE

Document Number

Document Title

Loan Number: SL080302

For valuable Consideration, the receipt of which is hereby acknowledged, SECURITY LENDING GROUP, LLC, organized and existing under and by virtue of the laws of the state of Wisconsin, located at 10624 N. Port Washington Road, Suite 206, Mequon, WI 53092, ("Assignor") does hereby grant, bargain, sell, assign, convey and set over unto Anchor Bank of 15600 West Cleveland Avenue New Berlin, Wisconsin, ("Assignee") that certain Mortgage executed by Afua Coker dated the 7th day of March, 2008 to Security Lending Group, LLC on certain lands described below, together with the Note therein referred to and all the right, title and interest conveyed by said Mortgage, in and to said lands, which Mortgage was duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin Document No. 09596869

Legal: Lot 24 in Block 12, in the Second Continuation of Jackson Park, being a subdivision of part of the Southeast 1/4 of Section 14, in Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Recording Area  
Name and Return Address:  
Security Lending Group, LLC  
10624 N. Port Washington Road, Suite 206  
Mequon, WI 53092

Parcel Identification Number 328-1686-7

To Have and to Hold the said Note and Mortgage, and the debt thereby secured, and all right, title and interest conveyed by said Mortgage, in and to the lands therein described, to the said Assignee, its successors and assigns, forever, for their use and benefit.

In Witness Whereof, Assignor has caused these presents to be signed by Alex Satanovsky, its Member at Security Lending Group, LLC 10624 N. Port Washington Rd, Suite 206 Mequon, Wisconsin, and has caused its corporate seal (if any) to be hereunto affixed, this 7th day of March, 2008.

*This assignment is for collateral purpose only, all servicing will be held by Security Lending Group, LLC. For payoff or other information concerning this loan, please contact Security Lending Group, LLC at 262-478-1172 or 10624 N. Port Washington Road, Suite 206 Mequon, WI 53092.*

SECURITY LENDING GROUP, LLC

[SEAL]

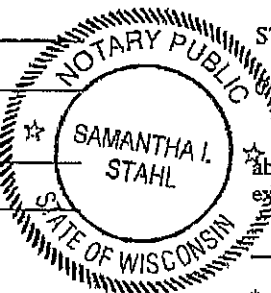
By Alex Satanovsky  
Alex Sataovsky, Member

AUTHENTICATION

ACKNOWLEDGEMENT

Signature(s) of \_\_\_\_\_  
authenticated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

STATE OF WISCONSIN }  
COUNTY OF Orange } SS.



Personally came before me this 7th day of March, 2008, if above named Alex Satanovsky to me known to be the person who executed the foregoing instrument and acknowledged the same.

\* TITLE: Member State Bar Of Wisconsin  
(If not, \_\_\_\_\_  
authorized by §706.06, Wis. Stats.)

Samantha L. Stahl  
Notary Public, State of Wisconsin

THIS INSTRUMENT WAS DRAFTED BY:

Security Lending Group, LLC  
Prosper Pfannerstihl

My Commission: exp 1/22/12



# Payment Receipt

CT-11

Office of the City Treasurer • City Hall, Room 103  
200 East Wells Street • Milwaukee, Wisconsin 53202  
Telephone: (414) 286-2240

Received of: Anchor Bank

Tax Account No.: 328-1686-7

Property Address: 2638-2640 W 14th St

Cash \$ \_\_\_\_\_ Check \$ 1370.00

Installment Payment  Bond Payment

Delinquent Tax Payment  Year: \_\_\_\_\_

Current Collection Tax Payment

Duplicate Tax Bill Fee  Other

Received by: Kelly *Usated Judgment*

Date: 11/14/11

Office of the City Treasurer - Milwaukee, Wisconsin  
Administration Division  
Cash Deposit of Delinquent Tax Collection

<u>Cashier Category</u>	<u>Cashier Payclass</u>		<u>Dollar Amount</u>
1910		Delinquent Tax Collection	
	1911	City Treasurer Costs	220.00
	1912	DCD Costs	450.00
	1913	City Clerk Costs	200.00
	1914	City Attorney Costs	500.00
		Grand Total	<b>1,370.00</b>

Date 11/14/2011

**Comments for Treasurer's Use Only**

Administrative Costs - Request for Vacation of Judgment

File Number: 2011 - 2  
Taxkey Number: 328-1686-000 - 7  
Property Address: 2638 2640 N 47TH ST  
Owner Name AFUA COKER

Applicant: ANCHOR BANK

Parcel Number: 178  
CaseNumber: 11CV7456



## **Office of the City Treasurer**

City Hall, Room 103 • 200 East Wells Street • Milwaukee, Wisconsin 53202  
Telephone: (414) 286-2240 • TTY: (414) 286-2025 • FAX: (414) 286-3186

December 7, 2011

To: Milwaukee Common Council  
Room 205, City Hall

From: James F. Klajbor, City Treasurer  
Office of the City Treasurer

Re: 110994 Reopening and Vacating InRem Judgment  
Tax Key No.: 328-1686-000-7  
Address: 2638 2640 N 47TH ST  
Owner Name: AFUA COKER  
Applicant/Requester: ANCHOR BANK  
2011-2 in rem, Parcel: 178  
Case: 11CV7456, Acquired: 09/16/2011

---

Listed below are the outstanding taxes on the above parcel. The administrative costs in the amount of \$1,370.00 have been paid.

<b>TAX YEARS</b>	<b>IF PAID IN DEC</b>	<b>IF PAID BY JAN 19, 2012</b>
2008-2010*	\$10,615.91	\$10,615.91
Interest	\$2,464.05	\$2,568.87
Penalty	\$1,232.03	\$1,284.44
<b>TOTAL**</b>	<b>\$14,311.99</b>	<b>\$14,469.22</b>

\*The 2011 tax bill is available and due by January 31, 2012.

\*\*The above figures may change prior to payment due to possible additional costs.

JFK/slk





**Department of Neighborhood Services**  
Inspectional services for health, safety and neighborhood improvement

Art Dahlberg  
Commissioner

Thomas G. Mishefske  
Operations Manager

December 6, 2011

Alderman Ashanti Hamilton, Chair  
Judiciary and Legislation Committee  
Office of the City Clerk  
Room 205, City Hall

Re: File No. 110994  
Address 2638-40 N 47<sup>th</sup> St

Dear Alderman Hamilton:

The owner of the above-referenced property has applied for a Vacation of In Rem Judgment. The Department of Neighborhood Services does not object to the return of this property provided the applicant pays \$525.00 in pending recording enforcement fees and \$200.87 in litter nuisance charges. The total amount owed is \$725.87.

Sincerely,

Lynne Steffen  
Business Operations Manager



Department of City Development

City Plan Commission  
Historic Preservation Commission  
Neighborhood Improvement  
Development Corporation  
Redevelopment Authority

**Rocky Marcoux**  
Commissioner

**Martha L. Brown**  
Deputy Commissioner

December 5, 2011

Ms. Joanna Polanco, Staff Assistant  
Judiciary & Legislation Committee  
Room 205, City Hall  
City of Milwaukee

Dear Ms. Polanco:

Re: File Number 110994  
2638-40 North 47th Street

The Department of City Development reports that the tax foreclosed property located at 2638-40 North 47th Street, Tax Key No. 328-1686-000-7, is not suitable for use by a public agency or community based organization. Also, said property is not located in an existing or planned project area.

This residential structure is occupied. Administrative costs incurred by our Department total \$471.52.

If you have any questions, feel free to contact Ms. Karen Taylor at Extension 5738.

Sincerely,

Clifton W. Crump  
Real Estate Project Manager

c: K. Urban, City Treasurer/Customer Service  
K. Sullivan, City Attorney's Office





Legislation Details (With Text)

**File #:** 110979      **Version:** 1

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution authorizing the return of real estate located at 1328 N 22nd Street, in the 4th Aldermanic District to its former owner. (Dineo Black, Agent for Dino Property Management LLC)

**Sponsors:** THE CHAIR

**Indexes:** IN REM JUDGMENTS

**Attachments:** Request for Vacation of Inrem Judgment, Treasurer Office, DNS Letter, DCD Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number  
110979  
Version  
SUBSTITUTE 1  
Sponsor  
THE CHAIR

Title  
Substitute resolution authorizing the return of real estate located at 1328 N 22nd Street, in the 4th Aldermanic District to its former owner. (Dineo Black, Agent for Dino Property Management LLC)

Analysis  
Permits return of property owned by the City under conditions imposed by s. 304-50, Milw. Code of Ordinances

Body  
Whereas, The property located at 1328 N 22nd Street, previously owned by Dineo Black, Agent for Dino Property Management LLC, has delinquent taxes for 2008-2010 and was foreclosed upon pursuant to Sec. 75.521, Wis. Stats., and a fee simple absolute was obtained in favor of the City of Milwaukee dated September 16 110979; and

Whereas, Dineo Black, Agent for Dino Property Management LLC would like to reclaim said property by paying all City and County real estate taxes, plus accrued interest and penalties to date of payment, and all costs as sustained by the City in the foreclosing and management of said property since September 16; and

Whereas, Dineo Black, Agent for Dino Property Management LLC has agreed to pay all related city charges up until the point that the property is returned, as well as all charges and conditions which are detailed in the letters submitted by the Department of Neighborhood Services, Department of City Development, the Health

Department and the Treasurer's Office, as though set forth in this resolution; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that in order to return the property at 1328 N 22nd Street, a cashier's check must be submitted in the amount indicated by the City Treasurer within thirty (30) calendar days of the adoption of this resolution; and, be it

Further Resolved, That the City Attorney is then authorized to enter into a stipulation with the former owner to reopen and vacate the City's judgment in Milwaukee County Circuit Court Case No. 11CV7456 known as the 2011-02 In Rem Parcel 195, securing the court's order and recording said order with the Milwaukee County Register of Deeds; and, be it

Further Resolved, That if the above delinquent taxes, interest, and penalties are not paid within thirty (30) calendar days of the adoption of this resolution, this process becomes null and void.

Drafter

CC CC

Jp 12/7/11

**WAYNE F. WHITTOW**  
City Treasurer



**James L. Hanna**  
Deputy City Treasurer

**James F. Klajbor**  
Special Deputy City Treasurer

**OFFICE OF THE CITY TREASURER**  
Milwaukee, Wisconsin

November 9, 2011

To: Milwaukee Common Council  
City Hall, Room 205

From:  Wayne F. Whittow  
City Treasurer

Re: Request for Vacation of Inrem Judgment  
Tax Key No.: 364-1314-100-6  
Address: 1328 1328 N 22ND ST  
Owner Name: DINO PROPERTY MANAGEMENT LLC  
Applicant/Requester: DINEO BLACK  
2011-2 Inrem File  
Parcel: 195  
Case: 11CV7456

Attached is a completed application for Vacation of Inrem Judgment and documentation of payment of costs.

The City of Milwaukee acquired this property on 09/16/2011.

WFW/ku

# REQUEST FOR VACATION OF IN REM JUDGMENT

## FOLLOW THE INSTRUCTIONS LISTED BELOW:

1. Type or print firmly with ball point pen.
2. Use separate form for each property.
3. Check the copy of the attached ordinance for guidelines and eligibility. No written request to proceed under the ordinance may be submitted for consideration to the Common Council where more than 90 days has elapsed from the date of entry of the in rem judgment to the date of receipt of the request by the City Clerk.
4. **Administrative costs totaling \$1,370.00, must be paid by Cashiers Check or cash to the City Treasurer's Office prior to acceptance of this application.**
5. Complete boxes a, b c, d, and e.
6. Forward completed application to City Treasurer, 200 East Wells Street, Room 103, Milwaukee, WI 53202

## APPLICANT INFORMATION:

A. PROPERTY ADDRESS 1328 North 22nd Street  
TAXKEY NUMBER 364-1314-100-6  
NAME OF APPLICANT Dino Property Management / Dino Black  
MAILING ADDRESS 3176 North 47th Street  
Milwaukee WI 53216 (414) 306-1672  
CITY STATE ZIP CODE TELEPHONE NUMBER

B. FORMER OWNER YES  NO

If no, describe interest in this property \_\_\_\_\_

C. LIST ALL OTHER REAL PROPERTY IN THE CITY OF MILWAUKEE THAT THE FORMER OWNER HAS AN OWNERSHIP INTEREST IN (If not applicable, write NONE).

~~3176 North 47th~~ 4546 West Ridge Court

(Use reverse side, if additional space is needed)

D. HAVE MONIES FOR ADMINISTRATIVE COSTS BEEN DEPOSITED WITH THE CITY TREASURER'S OFFICE? (Documentation must be attached)

YES  NO

E. DEPT OF NEIGHBORHOOD SERVICES FILING:

Have applications to record the subject property and any other unrecorded properties in which the former owner has an ownership interest been filed with the Department of Neighborhood Services per s. 200-51.5.

YES  NO

Applicant warrants and represents that all of the information provided herein is true and correct and agrees that if title to the property is restored to the former owner, applicant will indemnify and hold City harmless from and against any cost or expense which may be asserted against City as a result of its being in the chain of title to the property. **All charges incurred such as Water usage, city services, etc. while the City held title to the property are the responsibility of the applicant if request to vacate is approved.** Applicant understands that if this request is withdrawn or denied the City shall retain all of the administrative costs applicant paid.

APPLICANT'S SIGNATURE Dino Black DATE 11/9/11



# Payment Receipt

CT-11

Office of the City Treasurer • City Hall, Room 103  
200 East Wells Street • Milwaukee, Wisconsin 53202  
Telephone: (414) 286-2240

Received of: Dineo Black

Tax Account No.: 364-1314-100-6

Property Address: 1328 W 22nd St

Cash \$ 1370.00 Check \$ \_\_\_\_\_

Installment Payment  Bond Payment

Delinquent Tax Payment  Year: \_\_\_\_\_

Current Collection Tax Payment

Duplicate Tax Bill Fee  Other

*located  
Judgment*

Received by: Kenny

Date: 11/9/19



Office of the City Treasurer - Milwaukee, Wisconsin  
Administration Division  
Cash Deposit of Delinquent Tax Collection

<u>Cashier Category</u>	<u>Cashier Payclass</u>	<u>Dollar Amount</u>
1910	Delinquent Tax Collection	
	1911 City Treasurer Costs	220.00
	1912 DCD Costs	450.00
	1913 City Clerk Costs	200.00
	1914 City Attorney Costs	500.00
	Grand Total	<b>1,370.00</b>

Date 11/9/2011

**Comments for Treasurer's Use Only**

Administrative Costs - Request for Vacation of Judgment

File Number: 2011 - 2  
Taxkey Number: 364-1314-100 - 6  
Property Address: 1328 1328 N 22ND ST  
Owner Name DINO PROPERTY MANAGEMENT  
LLC  
Applicant: DINEO BLACK  
  
Parcel Number: 195  
CaseNumber: 11CV7456



## Office of the City Treasurer

City Hall, Room 103 • 200 East Wells Street • Milwaukee, Wisconsin 53202  
Telephone: (414) 286-2240 • TTY: (414) 286-2025 • FAX: (414) 286-3186

December 7, 2011

To: Milwaukee Common Council  
Room 205, City Hall

From: James F. Klajbor, City Treasurer  
Office of the City Treasurer

Re: 110979 Reopening and Vacating InRem Judgment  
Tax Key No.: 364-1314-100-6  
Address: 1328 N 22ND ST  
Owner Name: DINO PROPERTY MANAGEMENT LLC  
Applicant/Requester: DINO PROPERTY MANAGEMENT LLC/DINEO  
BLACK  
2011-2 in rem, Parcel: 195  
Case: 11CV7456, Acquired: 09/16/2011

---

Listed below are the outstanding taxes on the above parcel. The administrative costs in the amount of \$1,370.00 have been paid.

TAX YEARS	IF PAID IN DEC	IF PAID BY JAN 19, 2012
2008-2010*	\$9,190.38	\$9,190.38
Interest	\$2,167.78	\$2,258.32
Penalty	\$1,083.89	\$1,129.17
TOTAL**	\$12,442.05	\$12,577.87

**\*The 2011 tax bill is available and due by January 31, 2012.**

**\*\*The above figures may change prior to payment due to possible additional costs.**

The applicant also lists ownership interest in the following property:

4546 W Ridge Ct – Tax Key #267-0102-5 with delinquent 2009-2010 taxes due totaling \$9,772.00. The 2011 tax bill is available and due by January 31, 2012.

The City Assessor also lists the applicant with ownership interest in the following property:

3176 – 3178 N 47<sup>th</sup> St – Tax Key #288-0471-2 with 2011 taxes due by January 31, 2012.

JFK/slk



**Department of Neighborhood Services**  
Inspectional services for health, safety and neighborhood improvement

Art Dahlberg  
Commissioner

Thomas G. Mishefske  
Operations Manager

December 6, 2011


Alderman Ashanti Hamilton, Chair  
Judiciary and Legislation Committee  
Office of the City Clerk  
Room 205, City Hall

Re: File No. 110979  
Address 1328 N 22<sup>nd</sup> St

Dear Alderman Hamilton:

The owner of the above-referenced property has applied for a Vacation of In Rem Judgment. The Department of Neighborhood Services has no outstanding orders or charges and does not object to the request.

Sincerely,

  
Lynne Steffen  
Business Operations Manager



Department of City Development

City Plan Commission  
Historic Preservation Commission  
Neighborhood Improvement  
Development Corporation  
Redevelopment Authority

**Rocky Marcoux**  
Commissioner

**Martha L. Brown**  
Deputy Commissioner

December 7, 2011

Ms. Joanna Polanco, Staff Assistant  
Judiciary & Legislation Committee  
Room 205, City Hall  
City of Milwaukee

Dear Ms. Polanco:

Re: File Number 110979  
1328 North 22nd Street

The Department of City Development reports that the tax foreclosed property located at 1328 North 22nd Street, Tax Key No. 364-1314-100-6, is not suitable for use by a public agency or community based organization. Although the property is in the Near Westside Plan, the property is not needed for implementation of the plan.

This residential structure is occupied. Administrative costs incurred by our Department total \$1,904.77.

If you have any questions, feel free to contact Ms. Karen Taylor at Extension 5738.

Sincerely,

Clifton W. Crump  
Real Estate Project Manager

c: K. Urban, City Treasurer/Customer Service  
K. Sullivan, City Attorney's Office





Legislation Details (With Text)

**File #:** 110972      **Version:** 1

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution authorizing the return of real estate located at 2825 N Humboldt Blvd, in the 3rd Aldermanic District to its former owner. (Glenn Gipp)

**Sponsors:** THE CHAIR

**Indexes:** IN REM JUDGMENTS

**Attachments:** Request for Vacation of In Rem Judgment, Treasurer Office, DCD Letter, DNS Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number  
110972  
Version  
SUBSTITUTE 1  
Sponsor  
THE CHAIR

Title  
Substitute resolution authorizing the return of real estate located at 2825 N Humboldt Blvd, in the 3rd Aldermanic District to its former owner. (Glenn Gipp)

Analysis  
Permits return of property owned by the City under conditions imposed by s. 304-50, Milw. Code of Ordinances

Body  
Whereas, The property located at 2825 N Humboldt Blvd, previously owned by Glenn Gipp, has delinquent taxes for 2008-2010 and was foreclosed upon pursuant to Sec. 75.521, Wis. Stats., and a fee simple absolute was obtained in favor of the City of Milwaukee dated September 16 110972; and

Whereas, Glenn Gipp would like to reclaim said property by paying all City and County real estate taxes, plus accrued interest and penalties to date of payment, and all costs as sustained by the City in the foreclosing and management of said property since September 16; and

Whereas, Glenn Gipp has agreed to pay all related city charges up until the point that the property is returned, as well as all charges and conditions which are detailed in the letters submitted by the Department of Neighborhood Services, Department of City Development, the Health Department and the Treasurer’s Office, as though set forth in this resolution; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that in order to return the property at 2825 N Humboldt Blvd, a cashier's check must be submitted in the amount indicated by the City Treasurer within thirty (30) calendar days of the adoption of this resolution; and, be it

Further Resolved, That the City Attorney is then authorized to enter into a stipulation with the former owner to reopen and vacate the City's judgment in Milwaukee County Circuit Court Case No. 11CV7456 known as the 2011-02 In Rem Parcel 141, securing the court's order and recording said order with the Milwaukee County Register of Deeds; and, be it

Further Resolved, That if the above delinquent taxes, interest, and penalties are not paid within thirty (30) calendar days of the adoption of this resolution, this process becomes null and void.

Drafter

CC CC

jp

12/7/11

**WAYNE F. WHITTOW**  
City Treasurer



**James L. Hanna**  
Deputy City Treasurer

**James F. Klajbor**  
Special Deputy City Treasurer

**OFFICE OF THE CITY TREASURER**  
Milwaukee, Wisconsin

November 4, 2011

To: Milwaukee Common Council  
City Hall, Room 205

From:  Wayne F. Whittow  
City Treasurer

Re: Request for Vacation of Inrem Judgment  
Tax Key No.: 314-0163-000-X  
Address: 2825 N HUMBOLDT BL  
Owner Name: GLENN A GIPP  
Applicant/Requester: GLENN A GIPP  
2011-2 Inrem File  
Parcel: 141  
Case: 11CV7456

Attached is a completed application for Vacation of Inrem Judgment and documentation of payment of costs.

The City of Milwaukee acquired this property on 09/16/2011.

WFW/slk



REQUEST FOR VACATION OF IN REM JUDGMENT

FOLLOW THE INSTRUCTIONS LISTED BELOW:

1. Type or print firmly with ball point pen.
2. Use separate form for each property.
3. Check the copy of the attached ordinance for guidelines and eligibility. No written request to proceed under the ordinance may be submitted for consideration to the Common Council where more than 90 days has elapsed from the date of entry of the in rem judgment to the date of receipt of the request by the City Clerk.
4. **Administrative costs totaling \$1,370.00, must be paid by Cashiers Check or cash to the City Treasurer's Office prior to acceptance of this application.**
5. Complete boxes a, b c, d, and e.
6. Forward completed application to City Treasurer, 200 East Wells Street, Room 103, Milwaukee, WI 53202

APPLICANT INFORMATION:

A. PROPERTY ADDRESS 2825 N HUMBOLDT BLVD  
 TAXKEY NUMBER 314-0663X  
 NAME OF APPLICANT GLENN GIPP  
 MAILING ADDRESS 2825 N. HUMBOLDT BLVD  
MILWAUKEE CITY WI STATE 53212 ZIP CODE 264-4446 TELEPHONE NUMBER

B. FORMER OWNER YES  NO

If no, describe interest in this property \_\_\_\_\_

C. LIST ALL OTHER REAL PROPERTY IN THE CITY OF MILWAUKEE THAT THE FORMER OWNER HAS AN OWNERSHIP INTEREST IN (If not applicable, write NONE).

NONE

(Use reverse side, if additional space is needed)

D. HAVE MONIES FOR ADMINISTRATIVE COSTS BEEN DEPOSITED WITH THE CITY TREASRUER'S OFFICE? (Documentation must be attached)

YES  NO

E. DEPT OF NEIGHBORHOOD SERVICES FILING:

Have applications to record the subject property and any other unrecorded properties in which the former owner has an ownership interest been filed with the Department of Neighborhood Services per s. 200-51.5.

YES  NO

Applicant warrants and represents that all of the information provided herein is true and correct and agrees that if title to the property is restored to the former owner, applicant will indemnify and hold City harmless from and against any cost or expense which may be asserted against City as a result of its being in the chain of title to the property. All charges incurred such as Water usage, city services, etc. while the City held title to the property are the responsibility of the applicant if request to vacate is approved. Applicant understands that if this request is withdrawn or denied the City shall retain all of the administrative costs applicant paid.

APPLICANT'S SIGNATURE Glenn Gipp

DATE 11-4-2011

Office of the City Treasurer - Milwaukee, Wisconsin  
Administration Division  
Cash Deposit of Delinquent Tax Collection

<u>Cashier Category</u>	<u>Cashier Payclass</u>	<u>Dollar Amount</u>
1910	Delinquent Tax Collection	
	1911 City Treasurer Costs	220.00
	1912 DCD Costs	450.00
	1913 City Clerk Costs	200.00 ✓
	1914 City Attorney Costs	500.00
	Grand Total	<b>1,370.00</b>

Date 11/4/2011

**Comments for Treasurer's Use Only**

Administrative Costs - Request for Vacation of Judgment

File Number: 2011 - 2  
Taxkey Number: 314-0163-000 - X  
Property Address: 2825 2825 N HUMBOLDT BL  
Owner Name GLENN A GIPP

Parcel Number: 141  
CaseNumber: 11CV7456



## **Office of the City Treasurer**

City Hall, Room 103 • 200 East Wells Street • Milwaukee, Wisconsin 53202  
Telephone: (414) 286-2240 • TTY: (414) 286-2025 • FAX: (414) 286-3186

December 7, 2011

To: Milwaukee Common Council  
Room 205, City Hall

From: James F. Klajbor, City Treasurer  
Office of the City Treasurer

Re: 110972 Reopening and Vacating InRem Judgment  
Tax Key No.: 314-0163-000-X  
Address: 2825 N HUMBOLDT BL  
Owner Name: GLENN A GIPP  
Applicant/Requester: GLENN A GIPP  
2011-2 in rem, Parcel: 141  
Case: 11CV7456, Acquired: 09/16/2011

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Listed below are the outstanding taxes on the above parcel. The administrative costs in the amount of \$1,370.00 have been paid.

<b>TAX YEARS</b>	<b>IF PAID IN DEC</b>	<b>IF PAID BY JAN 19, 2012</b>
2008-2010*	\$4,900.98	\$4,900.98
Interest	\$1,096.00	\$1,143.66
Penalty	\$548.00	\$571.83
<b>TOTAL**</b>	<b>\$6,544.98</b>	<b>\$6,616.47</b>

\*The 2011 tax bill is available and due by January 31, 2012.

\*\*The above figures may change prior to payment due to possible additional costs.

JFK/slk



Department of City Development

City Plan Commission  
Historic Preservation Commission  
Neighborhood Improvement  
Development Corporation  
Redevelopment Authority

**Rocky Marcoux**  
Commissioner

**Martha L. Brown**  
Deputy Commissioner

December 5, 2011

Ms. Joanna Polanco, Staff Assistant  
Judiciary & Legislation Committee  
Room 205, City Hall  
City of Milwaukee

Dear Ms. Polanco:

Re: File Number 110972  
2825 North Humboldt Blvd.

The Department of City Development reports that the tax foreclosed property located at 2825 North Humboldt Blvd., Tax Key No. 314-0163-000-X, is not suitable for use by a public agency or community based organization. Also, said property is not located in an existing or planned project area.

This residential structure is occupied. Administrative costs incurred by our Department total \$465.00.

If you have any questions, feel free to contact Ms. Karen Taylor at Extension 5738.

Sincerely,

Clifton W. Crump  
Real Estate Project Manager

c: K. Urban, City Treasurer/Customer Service  
K. Sullivan, City Attorney's Office



**Department of Neighborhood Services**  
Inspectional services for health, safety and neighborhood improvement

Art Dahlberg  
Commissioner

Thomas G. Mishefske  
Operations Manager

December 6, 2011

Alderman Ashanti Hamilton, Chair  
Judiciary and Legislation Committee  
Office of the City Clerk  
Room 205, City Hall

Re: File No. 110972  
Address 2825 N Humboldt Bl

Dear Alderman Hamilton:

The owner of the above-referenced property has applied for a Vacation of In Rem Judgment. The Department of Neighborhood Services has no outstanding orders or charges and does not object to the request.

Sincerely,

Lynne Steffen  
Business Operations Manager



**Department of Neighborhood Services**  
Inspectional services for health, safety and neighborhood improvement

Art Dahlberg  
Commissioner

Thomas G. Mishefske  
Operations Manager

December 6, 2011

Alderman Ashanti Hamilton, Chair  
Judiciary and Legislation Committee  
Office of the City Clerk  
Room 205, City Hall

Re: File No. 110979  
Address 1328 N 22<sup>nd</sup> St

Dear Alderman Hamilton:

The owner of the above-referenced property has applied for a Vacation of In Rem Judgment. The Department of Neighborhood Services has no outstanding orders or charges and does not object to the request.

Sincerely,

Lynne Steffen  
Business Operations Manager



**Department of Neighborhood Services**  
Inspectional services for health, safety and neighborhood improvement

Art Dahlberg  
Commissioner

Thomas G. Mishefske  
Operations Manager

December 6, 2011

Alderman Ashanti Hamilton, Chair  
Judiciary and Legislation Committee  
Office of the City Clerk  
Room 205, City Hall

Re: File No. 110994  
Address 2638-40 N 47<sup>th</sup> St

Dear Alderman Hamilton:

The owner of the above-referenced property has applied for a Vacation of In Rem Judgment. The Department of Neighborhood Services does not object to the return of this property provided the applicant pays \$525.00 in pending recording enforcement fees and \$200.87 in litter nuisance charges. The total amount owed is \$725.87.

Sincerely,

Lynne Steffen  
Business Operations Manager



**Department of Neighborhood Services**  
Inspectional services for health, safety and neighborhood improvement

Art Dahlberg  
Commissioner

Thomas G. Mishefske  
Operations Manager

December 6, 2011

Alderman Ashanti Hamilton, Chair  
Judiciary and Legislation Committee  
Office of the City Clerk  
Room 205, City Hall

Re: File No.        110995  
      Address        3002 W Juneau Av

Dear Alderman Hamilton:

The owner of the above-referenced property has applied for a Vacation of In Rem Judgment. The Department of Neighborhood Services does not object to the return of this property provided the applicant pays \$900.00 in pending recording enforcement fees.

Sincerely,

Lynne Steffen  
Business Operations Manager



**NOTICES SENT TO FOR FILE 110972:**

NAME	ADDRESS	DATE NOTICE SENT		
Glenn Gipp	2825 N Humboldt Blvd Milwaukee WI 53212	12/7/11		
Rosemary Binder		x		
Sandra Keopsel		x		
Mary Smith		x		
Lynne Steffen		x		
Karen Taylor		x		
Kerry Urban		x		
Ald. Kovac		x		



Legislation Details (With Text)

**File #:** 111100      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 11/30/2011      **In control:** JUDICIARY & LEGISLATION COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution directing the Department of Administration - Intergovernmental Relations Division to seek introduction and passage of state legislation relating to the use of reverse auction bidding for public works project contracts.

**Sponsors:** ALD. BOHL

**Indexes:** BIDS, PURCHASING PROCEDURES, STATE GRANTS

**Attachments:**

Date	Ver.	Action By	Action	Result	Tally
11/30/2011	0	COMMON COUNCIL	ASSIGNED TO		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
12/7/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

**Number**  
111100

**Version**  
ORIGINAL

**Reference**

**Sponsor**  
ALD. BOHL

**Title**  
Resolution directing the Department of Administration - Intergovernmental Relations Division to seek introduction and passage of state legislation relating to the use of reverse auction bidding for public works project contracts.

**Analysis**  
This resolution directs the Intergovernmental Relations Division - Department of Administration to seek introduction and passage of state legislation allowing the use of reverse action bidding when awarding public works project contracts to construct, repair, remodel or improve public works or buildings, or to purchase supplies and materials for such projects.

Current state statutes require that public works project contracts be awarded through

sealed competitive bids. The City Attorney has opined that current changes in state law preclude the use of reverse auction bidding when awarding public works project contracts.

**Body**

Whereas, Reverse auctions give vendors the opportunity to openly bid against each other the lowest price they are willing to sell specified goods and services, and promise to yield the lowest market price to buyers; and

Whereas, Common Council File Number 101210, passed on March 23, 2011, amended the City Charter to give the City Purchasing Director and the Commissioner of Public Works the authority to use reverse auctions for purchasing goods and services in an effort to help the City contain, and possibly reduce costs, and prudently manage City resources; and

Whereas, Recent changes to s. 66.0901(1m), Wis. Stats., are interpreted by the City Attorney as precluding the use of reverse auction bidding when awarding public works project contracts to construct, repair, remodel or improve public works or buildings, or to purchase supplies and material for such projects; and

Whereas, Public works project contracts, because of their large dollar value, represent significant potential savings to the City if awarded by reverse auction bidding practices; and

Whereas, Changing state statutes to allow the use of reverse auctions to award public works project contracts promises potential savings for the City and is in the City's best interest; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, That the Intergovernmental Relations Division - Department of Administration is directed to seek introduction and passage of state legislation allowing the use of reverse action bidding when awarding public works project contracts to construct, repair, remodel or improve public works or buildings, or to purchase supplies and material for such projects.

**Requestor**

**Drafter**

LRB 134169-1  
Aaron Cadle  
11/29/2011