

November 15, 2007

City Clerk  
City of Milwaukee  
City Hall  
Milwaukee, WI 53202

Dear Sir:

In July of 2006, I entered into a lease agreement with three UWM students for an apartment at 2946 North Maryland Avenue, Milwaukee. I permitted the three tenants to add a fourth tenant as long as she was related to one of the other three.

The lease entered into on July 1, 2006 was for 12 months until June 30, 2007. The rent was \$1,600 a month with a total due of \$19,200 for the 12 months. In December of 2006 the Department of Neighborhood Services evicted these tenants based upon their order to cancel the occupancy permit of this unit. I appealed this cancellation of the occupancy permit on December 21, 2006 to the Board of Zoning Appeals of the City of Milwaukee.

Even though I appealed this order, the students were evicted by the city and they refused to pay the remaining rent and utilities for that unit. I presented to the Board of Appeals a ruling by Judge Michael J. Dwyer that prohibited the Department of Neighborhood Services from revoking an occupancy permit based on a zoning violation. The Board of Appeals subsequently dismissed the city order and returned the \$250 fee to me.

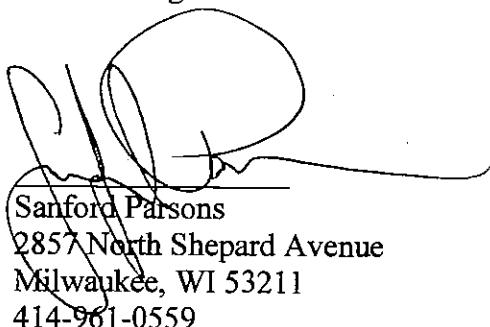
I was unsuccessful in obtaining the rent owed me on the remaining months of the lease and I was fined double the deposits even though I had communicated with the tenants that their deposit would be used toward the remaining rental obligation. Judge Mel Flanagan in her decision explained that if the tenants received an eviction notice from the city, they would be expected to leave their apartment and seek residence elsewhere.

I have lost thousands of dollars because of the illegal orders presented by the Department of Neighborhood Services. I am therefore demanding reimbursement for my losses from the City of Milwaukee.

Page 2

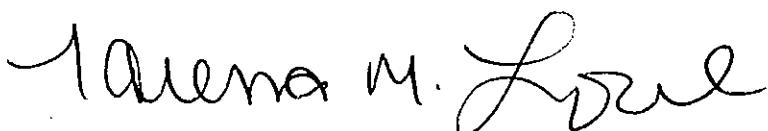
The losses included:	RENT (JANUARY – JUNE)	\$8,000
	ATTORNEYS' FEES	\$6,626
	FINES/DEPOSIT JUDGEMENT	\$6,334
	INTEREST	\$3,060
	UTILITIES	\$ 853
		<hr/>
	TOTAL	\$24,873

Obviously, this total will increase upon the need for additional interest and attorney fees. I am researching the legality of doubling the losses due to the illegal actions of the D.N.S. That too might add to this total.

  
Sanford Parsons  
2857 North Shepard Avenue  
Milwaukee, WI 53211  
414-961-0559

Enclosures

11/16/07

  
Tarena M. Love  
etp 4/13/08



# RENTAL AGREEMENT

1 This agreement was drafted by Sandie Parsons (individual) who represents (Landlord) (Tenant)  
2 (strike one)  
3 This Agreement for the premises identified below is entered by and between the Landlord and Tenant (referred to in the singular whether one  
4 or more) on the following terms and conditions (strike items not applicable or which have been otherwise agreed by the parties):

5 **TENANT:** (3 adults and \_\_\_\_\_ children)

6 Amber Kelly 926-254-0669  
7 ~~Leisa Barber~~  
8 ~~Leisa Barber~~  
9 ~~Leisa Barber~~

10 Jessica Barber (608) 518-3125

11 Alecia Ratty 608-516-9788

12 Leisa Barber

13 Leisa Barber

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# INSPECTION REPORT AND ORDER TO CORRECT CONDITION

CITY OF MILWAUKEE  
DEPARTMENT OF NEIGHBORHOOD SERVICES  
Zoning Inspection Section  
841 N. Broadway  
Milwaukee, WI 53202

TENANTS/OCCUANTS- 2ND/3RD FL  
2946 N. MARYLAND AVE  
MILWAUKEE, WI 53211

Serial #: 005958601  
Inspection Date: December 18, 2006  
District #: 372  
CT: 75

dupl-com

Recipients:

SANFORD B PARSONS, 2857 N SHEPARD AV, MILWAUKEE, WI 53211

RHODA S PARSONS, 2857 N SHEPARD AV, MILWAUKEE, WI 53211

TENANTS/OCCUANTS- 2ND/3RD FL, 2946 N. MARYLAND AVE, MILWAUKEE, WI 53211

Re: 2944-2946 N MARYLAND AV

Taxkey #: 316-0406-000

A reinspection of the premises at the above address revealed conditions that violated the Milwaukee Code of Ordinances. You are hereby ordered to vacate the property immediately and maintain a property that is code compliant.

- 1: 295-303  
ILLEGAL OCCUANCY AND USE. ILLEGAL ROOMING HOUSE.
2. **200-31-1 AUTHORITY** The commissioner may revoke any permit, certificate of occupancy or approval issued under this code and may stop any construction, devices or appliances for the following reason: a. A violation of this code, or of any other ordinance, law or lawful orders or Wisconsin statute relating to the same subject matter.
3. **REVOCATION OF THE CERTIFICATE OF OCCUPANCY. YOU ARE ORDERED TO VACATE THE PROPERTY IMMEDIATELY AND MAINTAIN THE PROPERTY IN A CODE COMPLIANT CONDITION.** You have 3 days from the date of this order to remove all evidence of illegal use. If you wish to reoccupy the property, you must apply for a new Certificate of Occupancy as specified in s. 200-31-2-d-2 and meet all building and zoning code regulations.

For any additional information, please phone Angela Ferrill at [414]-286-3697 between the hours of 7:30-9:00am or 3:30-4:30pm Monday through Thursday or 7:30-9:30am Friday.

Per Commissioner of Neighborhood Services By-

  
Angela Ferrill

## OFFICIAL NOTICE OF VIOLATION

*The City of Milwaukee - Department of Neighborhood Services*



## BOARD OF ZONING APPEALS - CITY OF MILWAUKEE

## NOTICE OF APPEAL AND APPLICATION FOR REVIEW

Address of Property Affected

2944-46 N Maryland

## Petitioner Info:

Petitioner Name:

(must have legal  
interest in land)

Sanford Parsons

Rhoda Parsons

Mailing Address:

2850 N Shepard  
Mil WI 53211

City/State:

Zip Code:

Phone:

Fax:

Contact Info:  
Name of person to  
contact with any  
questions:

Same

Mailing Address:

City/State:

Zip Code:

Phone:

Fax:

Relationship to  
Petitioner

e.g. Architect, Attorney, Contractor, etc.

## Property Information:

Present Use of  
Property

Rental

Proposed Use of  
Property

11

Total Anticipated  
Investment in Property\*

\$ 375,000

\* REQUIRED - Please fill-in the estimated dollar  
amount necessary to complete the proposed project  
or implement the proposed use.Do you:  Own the property Lease the property, If so what is term of lease: \_\_\_\_ yrs. w/ options? \_\_\_\_\_ Have an offer to purchase the property Have another type of interest in the property

Petitioner's Signature:

Date: 12/21/06

2944 N MARYLAND AV  
Dec/21/2006/02:36 PM  
1-0033078/r doney/\$250.00

## For Staff Use Only:

Previous BOZA history at this site:	<input type="checkbox"/> YES <input type="checkbox"/> NO	Lot Area:
If yes what was last Case No.:	Zoning:	
Hearing date:	Quarter Section:	
Is the use of the property changing:	Aldermanic Dist:	
Is this a new operator:	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Validation for \$250 Fee Must Appear Here  
Type 0209

Note:

Depending upon your application, you may be required to pay additional fees prior to your hearing. For a complete list of fees, please refer to § 200-33-65 Milw. Codes. This application will not be accepted for review unless the validation block indicates that the FEE has been paid. ALL FEES ARE NON-REFUNDABLE. Please make checks payable to: "City of Milwaukee - Treasurer".

WHITE — BOZA

YELLOW — PETITIONER



CITY OF MILWAUKEE  
MILWAUKEE, WI 53202  
VOID IF NOT CASHED WITHIN 6 MONTHS

City  
of  
Milwaukee

CIMIL

WELLS FARGO BANK WISCONSIN

01213542

MILWAUKEE, WI  
79-1198759

Date 08/22/2007

Pay Amount \$250.00\*\*\*

Pay \*\*\*\*TWO HUNDRED FIFTY AND XX / 100 DOLLAR\*\*\*\*

To The  
Order Of  
SANFORD & RHONDA PARSONS  
2857 N SHEPARD AV  
MILWAUKEE, WI 53211-3433

*Wayne F. Whittow*  
TREASURER  
*D. Miller*  
COMPTROLLER

110121354211 107591198810 004000455711

### City of Milwaukee

Check Date:	08/22/2007	Check No.	01213542
Invoice Number	Invoice Date	Voucher ID	Paid Amount
I-0033078	Aug/13/2007	00773535	250.00
REFUND-BOZA - 2944 N MARYLAND AV			

Vendor Number	Vendor Name	Check Number	Date	Total Amount	Total Paid Amount
0001048956 RE	SANFORD & RHONDA PARSONS	01213542	Aug/22/2007	\$250.00	\$250.00



**Board of Zoning Appeals**

October 2, 2007

**NOTICE OF DISMISSAL**

Sanford & Rhonda Parsons  
2857 N. Shepard  
Milwaukee, WI 53211

RE: 2944 N. Maryland Av.  
A/K/A 2946 N. Maryland Av.  
Sanford & Rhonda Parsons, petitioner

Dear Sanford & Rhonda Parsons:

The request for a Appeal of an Order to appeal an order issued by the Department of Neighborhood Services determining that there is an illegal occupancy and use of the premises as a rooming house (revocation proceeding) at the above referenced address has been scheduled to be dismissed by the Board.

On THURSDAY, OCTOBER 11, 2007, at 4:30 p.m., or soon thereafter in the City Hall, 200 East Wells Street, Third Floor, Common Council Committee Rooms, Room 301-B, the Board of Zoning Appeals will meet in Administrative Review session to consider dismissing the case regarding the above referenced premises.

This means that the Board will not be taking any oral testimony from any party. Only the Board members will be discussing this item. During deliberations in Administrative Review, the Board will not listen to any new testimony; therefore you are not required to attend this session -- although the meeting is open to the public.

This application has been scheduled to be dismissed. If you object to the dismissal of this application, please inform the Board office immediately. If you have any questions or need more information regarding this matter, please feel free to contact the Board office at 286-2501.

BOARD OF ZONING APPEALS  
Clifton W. Crump  
Board Secretary

C: Ald. Michael D'Amato, Dist. 3

**NOTE:**

\* Limited parking for persons attending meetings in City Hall is available at reduced rates (3 hour limit) at the Milwaukee Center, southwest corner, E. Kilbourn and N. Water Street. Parking tickets must be validated in Room 205, City Hall (City Clerk's Office).

\* Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. To request this service, contact the Department of City Development, 809 N. Broadway, Milwaukee, WI 53202, telephone 286-5939.

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

BRANCH 16

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MIRIAM AND MORDECHAI PORUSH,

Plaintiffs,

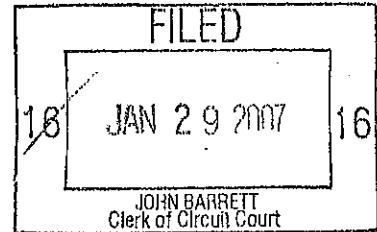
Case No: 06-CV-002153

vs.

CITY OF MILWAUKEE  
DEPARTMENT OF NEIGHBORHOOD SERVICES

CITY OF MILWAUKEE  
BOARD OF ZONING APPEALS,

Defendants.



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## DECISION AND ORDER

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This case comes before the court on the petition of Miriam and Mordechai Porush to review a decision of the Board of Zoning Appeals ("BOZA") sustaining a Notice of Violation issued by the City of Milwaukee Department of Neighborhood Services ("DNS") which revoked their occupancy permit.

The Board's decision to uphold the revocation order is contrary to law because the Municipal Ordinance where the DNS found its revocation authority does not apply to the Porush's.

## BACKGROUND

The Porush's own a duplex at 3285-387 North Shepard Avenue. The Porush family resides on the first level of the duplex and rents the second and third floor of the property. After tenant and neighbor complaints that the Porush's were violating zoning regulations the DNS investigated the rental arrangement at the property. The DNS found

the Porush's in violation of zoning ordinances. On November 18, 2005, the DNS issued a Notice of Violation to the Porush's claiming that they were illegally using both the second and third floors in violation of Municipal Ordinance Section 295-303 and that they were operating a rooming house in violation of Section 295-503-1. As a penalty for the violations, the Order revoked the Porush's occupancy permit. The DNS cited Section 200-31-1 as providing DNS with the authority to revoke the occupancy permit. The DNS served the Porush's with this Order by posting a copy of the Order on the premises, mailing a copy of the Order to the Porush's last known address, and by delivering a copy of the Order to one of the tenant's residing at the property.

The Porush's appealed the revocation order to BOZA. The Porush's argued the factual findings regarding the rental arrangement at the property were erroneous and that Section 200-31-1 was not the enforcement mechanism to revoke the occupancy permit when construction at the property was completed. BOZA disagreed with the Porush's and upheld the revocation order.

The Porush's have now filed a petition which brings this case before me for *certiorari* review.

### *Analysis*

#### *1. Standard of Review*

The case comes to the court for a *certiorari* review. The circuit court's role in reviewing the Board's decision is limited to: (1) whether the Board acted within its jurisdiction; (2) whether the Board acted according to the correct theory of law; (3) whether the Board's action was arbitrary, oppressive or unreasonable; and (4) whether

the Board might have reasonably made the order or finding that it made based on the evidence. *Smart v. Dane County Bd. Of Adjustments*, 177 Wis.2d 445, 452 (1993).

There is a presumption that the board acted according to law. *Peace Lutheran Church and Academy v. Village of Sussex*, 2001 WI App 139, ¶ 11. The requirement that the board act according to law includes the requirement that the board follow applicable statutes and adhere to due process and fair play. *State v. Goulette*, 65 Wis.2d 207, 215, (1974).

The Porush's most compelling argument is that the Board acted contrary to law when it upheld the revocation order because Section 200-31-1 is the improper mechanism to revoke an occupancy permit in this circumstance. Because this court finds that Section 200-31-1 is not the enforcement mechanism to revoke an occupancy permit in this situation, the Porush's additional arguments will not be addressed.

2. *Section 200-31-1 is not the enforcement mechanism by which the DNS may revoke the Porush's occupancy permit.*

The Building and Zoning Code (the "Code") for the city of Milwaukee is found in Volume 2 of the Municipal Ordinances. One purpose of the Code is to regulate the occupancy and use of buildings in the city of Milwaukee. MCO § 200-002. The administration and enforcement provisions found in the Code are divided into eight subchapters in chapter 200. The Code created the DNS and vested it with the authority to carry out the provisions of the Code. MCO §200-01.

Whether Section 200-31-1 grants the DNS the authority to revoke a certificate of occupancy when zoning violations are alleged requires the court to engage in statutory interpretation. Statutory interpretation begins with the plain language of the statute.

*Alberte v. Anew Health Care Servs., Inc.*, 2000 WI 7, ¶ 10. However, the statute is not examined in isolation, but in the context in which it is used to avoid absurd or unreasonable results. *State ex rel. Kalal v. Circuit Court for Dane County*, 2004 WI 58, ¶ 46. Moreover, the court must attempt to give effect to every word of a statute so no word is rendered superfluous. *Landis v. Physicians Ins. Co. of Wis.*, 2001 WI 86, ¶¶ 14-16.

Section 200-31-1 is contained in chapter 200, subchapter four. Subchapter four, entitled "permits", deals exclusively with the permits required when construction is occurring at a property. Section 200-31-1 provides an enforcement mechanism by which the DNS is able to regulate permit holders who are not in compliance with the Code. Specifically, Section 200-31-1 states:

AUTHORITY. The commissioner may revoke any permit, certificate of occupancy or approval issued under this code and may stop construction or use of approved new materials, equipment, methods of construction, devices or appliances for any of the following reasons:

- a. A violation of this code, or of any other ordinance, law or lawful orders or Wisconsin statute relating to the same subject matter.
- b. Whenever the continuance of any construction becomes dangerous to life or property.
- c. Any violation of any condition or provision of the application for permit or of the permit.
- d. Whenever in the opinion of the commissioner the person having charge of the construction is incompetent.
- e. Whenever any false statement or misrepresentation has been made in the application for permit, plans (drawings), data, specifications and certified lot or plot plan on which the issuance of the permit or approval was based.
- f. A violation of any of the conditions of an approval given by the commissioner of city development for the use of any new materials, equipment, methods of construction, devices or appliance.

The DNS argues this section is the proper enforcement mechanism for revoking an occupancy permit when a permit holder violates a zoning ordinance, even though the

subsection in which Section 200-31-1 is contained, deals exclusively with construction related permits. The DNS basis its authority on the opening paragraph of Section 200-31-1 which grants the commissioner the authority to "revoke any permit, certificate of occupancy or approval issued under *this code* ..." based on "[a] violation of *this code* ..." MCO § 200-31-1(a) (emphasis added). The phrase "this code" encompasses the entire Code. MCO § 200-001. However, this reading renders the statutory provision immediately following Section 200-31-1 superfluous. Section 200-31-2 establishes the notification procedures the DNS must follow when revoking a certificate of occupancy.

Section 200-31-2(a) provides:

The notice revoking a permit, certificate of occupancy or approval shall be in writing and shall be in writing and shall be served upon the applicant for the permit, owner of the premises and the owner's agent, if any, and on the person having charge of construction.

MCO § 200-31-2(a)(emphasis added). This section mandates service upon the person in charge of construction before the occupancy permit may be revoked. Here, the property was constructed and the occupancy permit was issued in approximately 1909. It would be impossible to serve the person in charge of construction with the revocation of occupancy order. Furthermore, even if additional construction occurred at the property throughout the life of the property, no construction was occurring at the property at the time the revocation order was issued. Service upon the person in charge of construction is mandatory when the DNS revokes an occupancy permit pursuant to Section 200-31-1. If this court accepts the city's interpretation, absurd results would be created when construction is not occurring at the property. The DNS would be required to track down and serve the last known person in charge of construction. The only reasonable

construction of Section 200-31-1 is that it applies only when construction is occurring on the property.

This court does not challenge the DNS's right to revoke an occupancy permit in situations where construction is not involved. However, the enforcement mechanism is not Section 200-31-1. The DNS acted contrary to law when it provided the wrong enforcement mechanism to revoke the Porush's occupancy permit and the Board erred when it upheld the decision of the DNS.

#### CONCLUSION

THEREFORE, IT IS HEREBY ORDERED that the decision of the Board of Zoning and Appeals is reversed.

Dated this \_\_\_\_\_ day of JAN 29 2007, 2007 at Milwaukee, Wisconsin.

BY THE COURT:

MICHAEL J. DWYER  
BR. #16

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MICHAEL J. DWYER  
CIRCUIT COURT JUDGE

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Hawley Tariff Act or More Taste League

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lill the new corporate lrs go, Colorado or

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-Fonzie crowd who our bear-cheese-

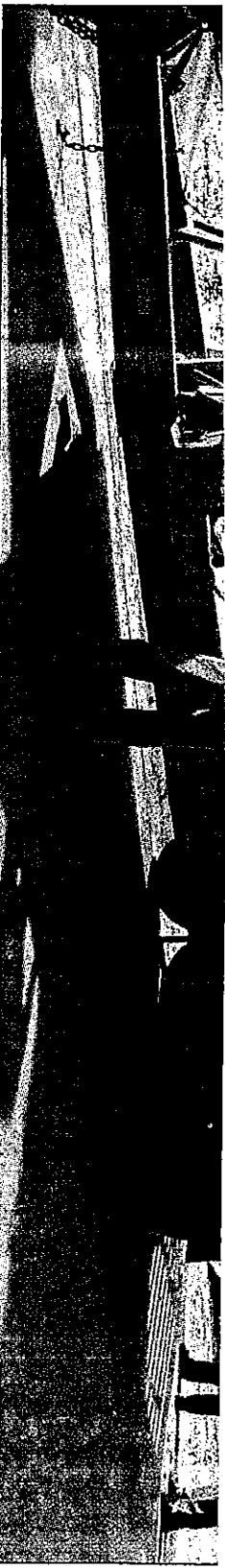
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le when you're biting onvilleKlement's. ◦◦◦ s farewell party at Tina Bar has been le bar is closed.

t (414) 224-2017 or e-mail at gntinel.com



The Popcorn Wagon, serving generations of snackers on Milwaukee's east side, is prepared Thursday for storage and, eventually, a new home. The landmark at N.

Downer Ave. and E. Bellview Place is being moved out of the way of construction of a parking garage and retail building. A new location has not been determined.

## Small schools under microscope

Subject-specific licensing, charter schools' success raise questions for MPS

By ALAN J. BORSUK  
aborsuk@journalsentinel.com

Do you need a license to teach the specific subjects you are teaching to be a quality teacher? How about if you have good rapport with your students, fit in well with the teaching team and learn?

As Milwaukee Public Schools Superintendent William Andreopoulos put it, moments after four hours of discus-

sion ended at a School Board committee meeting this week, "What really defines a quality teacher?"

The issues before the committee were some of the most central to MPS today: What is being accomplished by opening more than two dozen small high schools in MPS? How about the 42 charter schools now within the MPS system, compared with one a decade ago? Is this making school a more successful experience for many kids, or is quality slipping?

The welter of questions brought strong testimony and debate, ending

in recommendations by board members to have independent studies con-

ducted next year of the small schools and charter schools and to, in effect, try harder to put more teachers with credentials in the subjects they teach in front of students in innovative schools.

The differences of opinion over what defines a quality teacher provided insight into the debate in education circles nationwide, and certainly in Milwaukee, over how to reach high school kids.

Many of the small high schools provide unconventional styles of learning — learning focused around broad projects rather than traditional classroom instruction, for example. Teachers

"Professional is professional. How serious are we about moving student achievement forward in this district?"

David Oulahan, president of the Milwaukee Teachers' Education Association

"What happens then? Another successful school closes because you're handcuffing us?"

David Coyle, teacher in charge at the Milwaukee Learning Laboratory and Institute

Please see SCHOOLS, 5B

## 4 UWM students win countersuit against landlord

They act as own counsel, get double their deposit

and won double their security deposit back after convincing Circuit Judge Mel Flanagan that they had been misled by their landlord, who had evicted them in the middle of the last school year.

Their keys to success? A little help from the city, a lot of help from the university and, just for good

measure, a heaping helping of an-

They turned a few more heads when they won.

The legal novices countersued

The saga began in the summer of 2006. Alecka Patt, a social welfare major from the Wisconsin Dells area, planned on rooming with

ca Barber, one of the roommates. Barber, also from the Dells area, a criminal justice major. They decided to find a third roommate to share expenses on a larger, nicer place. That's how they found Amanda Ploetz, now a junior ma-

Please see STUDENTS, 5B

glance they could  
t's a Wisconsin  
Reggie Paradowski  
plates unit chief  
of Motor Ve-  
tion

can't stamp out  
different plates."

An Amish man works the fields this week along Highway D near Cashton, in Monroe County.

JEFFREY PHELPS / JPHELPS@JOURNALSENTINEL.COM



From page 1

## STUDENTS

ki said some veterans complained to the he new plates. They say it looks like — that was our 'ardowski said. must submit rice to receive a large plate and a license plate and in addition to the fee for registration is transferred to partment of Veterans Affairs. About 18,000 veterans have mil- aradowski said. offers more than veterans can re- fix to the new decals indicate owner is a Purple Heart or an Iraq for instance, who served 18 years with the Army has the new medal decal, and y about it.

As veterans serve that red, blue plate." Law- It's very visible on the highway eran. It's not so n." (Continued)

## Four win suit against their ex-landlord

In the lease that said they couldn't let anyone into the apartment without the landlord's permission, but between work and classes they didn't plan on entertaining much.

In September 2006, city building inspectors demanded to be let into the apartment. The girls, citing their lease agreement, refused. The inspectors came so often that Patt said she and the others just didn't answer the door.

Then one day, an undercover Milwaukee police officer confronted Patt on her front porch. The ruse began to unravel: The girls learned about the three-roommate rule. They also discovered that their landlord had a history of tickets from the city.

It was November by this time, Patt said, and "we decided to meet with the landlord. We needed to work it out."

Collins agreed to move out, but the remaining three couldn't afford the rent. They asked Parsons to reduce it.

Parsons suggested they find someone to sublet the place.

When Parsons served Patt and Barber with notice that he was suing them for about \$4,000 each, they got angry.

Patt, Barber and Floetz banded together and went to the university's free legal clinic for advice.

"He said he wouldn't do that unless we wrote a letter saying we were cousins," Patt said. "We told him we wouldn't do that. Then he said we should write a letter saying we had misled him into thinking we were cousins, and we refused."

The three went to the city's Department of Neighborhood Services

and learned that they could deposit their rent for December with the city. Patt and Barber found another apartment and moved mid-month. Floetz stayed for the remainder of the month but was then evicted. Parsons then claimed their deposited rent money.

All three wrote letters demanding a return of their security deposits. People into the apartment and then asked him why that was there," Patt said. "He said he didn't want the people from the city going in when he wasn't there."

Parsons did not return a reporter's calls. He had contended during the trial that he was misled by the girls, who he said claimed to be cousins. Ronald Roberts, a code enforcement supervisor for the city, testified that the city investigated and found no basis for Parsons' claim.

At the trial this week, Flanagan ordered Parsons to pay the women \$4,000 — double the security deposit.

Roberts, the code enforcement supervisor, said students who knowingly cram too many roommates into a flat can be fined up to \$324 and be evicted with three days' notice. An ordinance adopted recently to penalize landlords for renting to more than three non-related renters now carries a \$2,500 fine.

"This case was the impetus behind

law permits teachers who are licensed in any area — even elementary school — to get "charter school" licenses that allow them to teach any sub-

ject. David Coyle, teacher in charge at the Milwaukee Learning Laboratory and In-

its licensing policies.

But in the eyes of leaders of Milwaukee's teachers union

"We do believe that high

standards start with the

teachers, students and par-

ents.

Jeffrey Phelps

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