

CITY OF MILWAUKEE
2003 JUN -3 PM 3:32
RONALD D. LEONHARDT
CITY CLERK

Marjorie Lundquist
P. O. Box 11831
Milwaukee, WI 53211-0831

June 2, 2003

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

Re: my April, 2003, claim for recovery of \$815 in charges by the DNS on my 2002 tax bill

Dear Mr. Leonhardt:

I am in receipt of a letter (copy enclosed) from the City Attorney's office dated May 6, 2003, that is signed by both Grant Langley and Robert M. Overholt, Investigator Adjuster. In this letter the City Attorney's office informs me that the DNS has recommended that \$575 of the \$815 charge be cancelled, and the City Attorney's office has offered to settle my claim by doing so.

I have decided that I wish to appeal this decision. This letter, together with its enclosures, constitutes that appeal. The City Attorney's office instructs me that I must accomplish an appeal by sending a letter to you "within 21 days of receipt of this letter". I enclose a photocopy of the envelope in which the City Attorney's letter was mailed, showing that the postmark was May 12, 2003. The earliest that I could have received this letter was therefore May 13, 2003. Counting 21 days from May 13, 2003, brings us to June 3, 2003. Therefore, so long as you receive this letter by June 3, 2003, I will have complied with the instructions from the City Attorney's office for filing an appeal of its settlement offer of my claim.

I'm not an attorney, and I don't have the investigative authority to evaluate what the Department of Neighborhood Services (DNS; the former Department of Buildings and Zoning) has done, and whether it is operating in compliance with City of Milwaukee rules and policies. Therefore I am not in a position to argue with what the City Attorney's office has done.

Perhaps the review made by the City Attorney's office is valid, or perhaps something has been overlooked; I simply don't know. What I do know is that when the Department of Buildings and Zoning (DBZ) first issued its orders to me, I lacked the money to carry them out and had no legal way to obtain the needed money. I inquired whether there was any program to assist people who lacked the money to carry out the Department's orders but wasn't informed of any such program.

Years later, I made contact with a man who told me that he used to work for this Department in the City of Milwaukee, but resigned in disgust when he discovered that he was violating departmental policy by telling low-income people about a program that existed to help them comply with orders to keep their buildings in good condition.

Years ago, I was told that the function of the DBZ was to ensure that the housing stock in the City of Milwaukee was maintained in good condition. If this were indeed true, then it would have been in the best interests of the City of Milwaukee to have made certain that all low-income people who couldn't carry out the Department's orders for lack of money were promptly referred to an assistance program that would have helped to overcome the financial obstacle to their timely execution of the Department's orders.

Ronald D. Leonhardt, City Clerk

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In reality, though, the policy of the DBZ was to keep people who could have benefitted from entering this program *ignorant* of it! I know this because the young man I talked to was "called on the carpet" by his employer, the DBZ, because he had been telling people who couldn't afford to maintain their Milwaukee homes in good condition about the program designed to assist them, and doing so was a violation of Departmental policy. As I say, he resigned in disgust after this happened, because the DBZ policy was *unsupportive* of the concept of maintaining the houses in the City of Milwaukee in good condition!

Had I been referred to program to help low-income people when I first inquired about it, perhaps I would have been able to qualify for it. I know that, had I managed to get into this program, I never would have wound up in Municipal Court, and been found guilty so many times of failing to carry out the orders of the DBZ, and had to pay thousands of dollars in fines imposed by this Court—fines that, in essence, constituted official punishment for being poor. (Thank goodness the Constitution of the United States prohibits putting people in prison for being poor, as I have no doubt that the City of Milwaukee would certainly have imprisoned me for the "crime" of being poor, if it had had the authority to do so!)

Obviously, then, because the DBZ policy of *not* referring people to the existing program to help low-income people who had been issued orders by the DBZ was *unsupportive* of the goal of maintaining the housing stock of the city of Milwaukee in good condition, the DBZ was actually serving some *other* purpose. Based on the experiences I have had, I think this Department was trying to eliminate certain individuals it considered to be "inappropriate" homeowners from owning residential real estate in the City of Milwaukee; and the means it chose for doing so was to run up costs on these selected property owners as high as it possibly could, using the charges for inspections which it could impose, together with the authority it enjoyed to schedule inspections of properties as often as it saw fit.

I have had the impression for over ten years that certain agencies of the City of Milwaukee, including the DBZ, were "at war" with me; that is, that they were trying to make life in the City of Milwaukee so unpleasant, expensive and difficult for me that I would either move out of the City of Milwaukee voluntarily to escape the high costs and the harassment, or be forced out in some other way.

The authority of the Department of Buildings and Zoning to inspect property and to charge the property owner for such inspection seems to me to have been used for this purpose, in its dealings with me.

I have always tried to behave in a co-operative manner, in my dealings with the DBZ (now called the Department of Neighborhood Services: DNS). For example, whenever I complete work that the Department has ordered, I telephone to notify the Department and to schedule an inspection. I realize that the budgets of City of Milwaukee agencies are tight, and I assume that each Department needs to ensure that its employees operate as efficiently as possible. In my simplistic way, I have thought that it was a waste of time for an inspector to come out and perform an inspection unless there was an accomplishment to be documented. (Of course, I when was thinking in this way, I was assuming that the purpose of municipal government is to *serve* those governed, not to go to war with them and destroy them!)

Ronald D. Leonhardt, City Clerk

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As recently as the summer of 2002, though, the DNS seems to have been operating in an adversarial mode in its interactions with me. I am enclosing copies of two letters I wrote last summer to Michael Greylak, an Assistant Supervisor in the DNS, in response to letters he wrote to me. (I can't put my hands on his letters to me at the moment, but mine to him are sufficiently detailed that you will have no trouble determining what his letters to me said. His letters were dated July 1 and July 10, 2002, in case you want to ask the DNS for copies of them.)

The DNS seems to have ordered inspections more for the purpose of running up a bill on me, than for any other reason. One reason I formed this opinion is that the DNS wanted to impose over a thousand dollars of inspection charges on me, yet when I telephoned a DNS inspector at the beginning of June, 2002, to report that the job of painting my house had been completed, and it was necessary for someone from the DNS to come out and inspect the work and report to the Milwaukee Municipal Court whether or not I had satisfactorily complied with the DNS order to paint my house, nobody from the DNS came out to do the inspection, and nobody showed up in court to advise the representative from the City Attorney's office what to tell the judge. In other words, when the result of the inspection would *benefit* me, the DNS fell down on the job! But the DNS seems to have no trouble being "Johnny-on-the-spot" when it is to my *disadvantage!*

This is one reason why I feel that I have been and still am being victimized by the DBZ/DNS, and why I am seeking relief from the Aldermen of the City of Milwaukee.

Another reason is that, in 2002, I was twice the victim of false allegations on the part of an employee of the DNS. The two letters I wrote to Michael Greylak in the summer of 2002 are my responses to two different false allegations that he made to me: in his letter of July 1, that I had failed to comply with an order issued August 9, 2001 [Serial #: 003384131]; and in his letter of July 10, that my failure to paint my back steps was a violation of this same order. Computer copies of my letters of reply to his allegations are enclosed.

It takes a lot of time to sit down and write detailed letters like the two I wrote to Michael Greylak. If I were to charge for the time I spent writing these two letters, the total charge (at professional rates of \$125/hour) would be more than double the \$240 that the City Attorney's office has recommended, in its letter to me dated May 6, 2003 (also enclosed) that the \$815 DNS charge on my 2002 tax bill be reduced to.

Maybe intradepartmental communications within the DNS are just very poor. While I have been preparing this letter, I received another communication from the DNS, this time alleging lack of inspection of the back steps that I replaced in 2002. This letter came from a Mr. Friedrichs in the Construction Section of DNS. I enclose a copy of it and of my reply to it, so you can see how—whenever I think a matter having to do with the DNS is over and done with—it pops up again, forcing me to deal all over again with something that I thought I had completely finished with!

But whatever the reason, I am the one who has to spend my time dealing with the DNS, trying to straighten things out and bring matters to final completion. It seems to me that the DNS is stealing both my money and my time—which is why I feel harassed by the DNS, and therefore am trying to recover the only thing I can, at this point: that \$815 charge on my 2002 tax bill!

Ronald D. Leonhardt, City Clerk

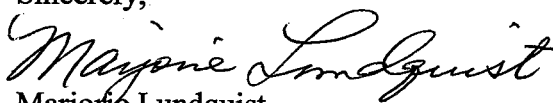
June 2, 2003

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I can understand the hostile attitude of the DNS toward those who do not comply with its orders when the party is an absentee landlord whose refusal to maintain his rental properties in the City of Milwaukee in good condition is subjecting third parties to substandard living conditions. But it is different when the person who is living in the building is the owner, because then there is no third party being victimized. I think the hostile attitude and behavior of the DNS toward me has been unjustified, for this reason.

I believe my request for recovery of the full \$815 charge on my 2002 tax bill is fully justified, under the circumstances. I shall be very much interested to learn whether the Aldermen of the City of Milwaukee agree with me, or not.

Sincerely,


Marjorie Lundquist

Enc.: letter to me dated May 6, 2003, from the Office of the City Attorney, Milwaukee
photocopy of the envelope in which this letter arrived
computer copy of my letter to Michael Greylak, DNS, dated July 6, 2002
computer copy of my letter to Michael Greylak, DNS, dated July 15, 2002
photocopy of letter to me from James F. Friedrichs, DNS, dated May 21, 2003
photocopy of my letter to James F. Friedrichs, DNS, dated May 29, 2003

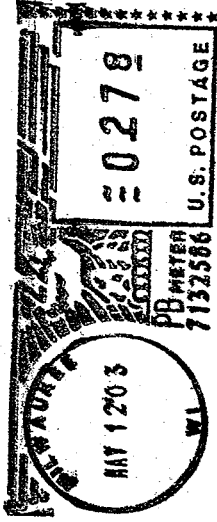
CITY OF MILWAUKEE
OFFICE OF CITY ATTORNEY

800 CITY HALL
200 EAST WELLS STREET
MILWAUKEE, WISCONSIN 53202-3551

ADDRESS CORRECTION REQUESTED

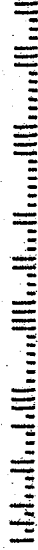


PRESORTED
FIRST CLASS



Marjorie Lundquist
P.O. Box 11831
Milwaukee, WI 53211-0831

C-MILWAUKEE 53201



Marjorie Ann Lundquist
P. O. Box 11831
Milwaukee, WI 53211-0831

July 6, 2002

Michael Greylak, Assistant Supervisor
Department of Neighborhood Services
City of Milwaukee
841 N. Broadway
Milwaukee WI 53202

Dear Mr. Greylak:

This is a response to your letter of July 1, 2002—referring to my property at 2735 N. Humboldt Blvd., Milwaukee, WI—in which you allege that I have failed to comply with an order issued by your Department dated August 9, 2001, [Serial #: 003384131] to correct five specific violations listed in that order.

The first paragraph of your letter to me includes the following sentences: “An order was issued to you to correct the violations. The time for compliance has expired. The violations have not been repaired.”

The first sentence I have quoted above is correct. You thoughtfully enclosed with your letter a copy of the original order to me, which I appreciate.

The second sentence I’ve quoted above is correct. The time to correct the violations has indeed expired.

The third sentence I’ve quoted above is false. All violations have been corrected, and this should be well documented.

It is possible, of course, that since I have accomplished the correction of these violations, there may have been a recurrence of one or more of them. If that has indeed occurred, the proper way for the Department of Neighborhood Services to deal with this situation is to issue a *new* citation to me, *not* claim falsely that I failed to comply with the order dated August 9, 2001.

I reviewed your letter carefully in an attempt to discover exactly *which* of the violations listed in the original order I am being accused of failing to correct. Your letter didn’t identify any particular one, conveying the impression that I am being accused of having complied with *none* of them!

Now let me acquaint you with what *really* happened regarding that order of August 9, 2001.

That order was signed by Joseph Payne, an Inspector in the Department. I contacted Mr. Payne and reviewed with him all five orders, to be sure that I understood what it was he wanted done. It’s true that I didn’t get these violations corrected within 30 days, but in Milwaukee Municipal Court I negotiated extensions of time in which to accomplish the corrections.

Item 3—replace mortar missing from foundation wall (north side of building)—was accomplished late in 2001, while the weather was still warm enough that the cement/mortar could properly set and harden.

Michael Greylak, Assistant Supervisor

July 6, 2002

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I may have notified Mr. Payne by telephone when I had completed this, but I really can't recall at this time whether I did or not. What I *did* do, after receiving your letter of July 1, 2002, was look at this foundation repair on the north side of the building, to see if it was still in good condition. It is.

Items 1, 4 and 5 were to be corrected by January 15, 2002, according to a decision negotiated in Milwaukee Municipal Court. I telephoned Mr. Payne early in the morning January 16th to tell him that I wanted him to come out and inspect for compliance; we made an appointment to meet in the middle of the day, but he failed to keep the appointment. I telephoned him the following day to ask if he had been out to do the inspection. He apologized for not being able to meet me, explained that the weather had contributed, and told me that he had inspected the back steps and the fence, and agreed that I had corrected these violations. I explained to him that the siding on the south side of the house (Item 2) would be removed in conjunction with the painting of the house that the city had ordered, which had a deadline of June 1, 2002, for completion. He had no objection to this.

The painting of the house, covered by a separate order, was carried out in May, 2002, and I telephoned Mr. Payne at the beginning of June to tell him that the house painting had been completed, and someone from the Department of Neighborhood Services should come out to inspect the work done to determine whether I had complied with the order. However, no one from the Department came out to inspect the property prior to the court date on which I was required to demonstrate compliance with the Department's house-painting order. In the absence of any input from the Department of Neighborhood Services, the representative from the City Attorney's office took my word for it that this job had been done, and so informed the Court.

Prior to the painting, Item 2 of the order of August 9, 2001, was addressed by removing the siding and the black padding beneath it. This allowed the wood underneath to be painted.

Therefore, by June 1, 2002, ***all five items*** listed as violations in the order of August 9, 2001, ***had been corrected!*** Mr. Payne personally informed me, on the telephone, that he had approved of the three that had a compliance date of January 15, 2002 (Items 1, 4 and 5); and the other two are visibly evident at this time to anyone who visits the building.

I therefore wonder why you have written a letter to me ***falsely charging me with having failed to comply with this order!***

It looks to me as though the City of Milwaukee Department of Neighborhood Services is angry that I have complied with its order, and is willfully and deliberately harassing me by threatening me with expensive re-inspections at escalating cost as a way of punishing me for complying with the ordered work by the dates negotiated in Milwaukee Municipal Court for its completion.

I may consult an attorney to see what legal action can be taken to protect me from the false allegations and threats made in your letter to me of July 1, 2002.

Sincerely,

xc: Martin G. Collins, Commissioner
Alderman Marlene Johnson

Marjorie Lundquist

Marjorie Ann Lundquist
P. O. Box 11831
Milwaukee, WI 53211-0831

July 15, 2002

Michael Greylak, Assistant Supervisor
Department of Neighborhood Services
City of Milwaukee
841 N. Broadway
Milwaukee WI 53202

Dear Mr. Greylak:

This is a response to your letter of July 10, 2002—referring to my property at 2735 N. Humboldt Blvd., Milwaukee, WI—in which you acknowledge that I have corrected all violations as of July 9th, 2002, under the order issued on August 9, 2001 (#3384131) except for my failure to paint the steps.

I fail to find any directive to paint these steps in the written order issued August 9, 2001. This order simply told me to replace the existing steps. The existing steps were unpainted wooden steps, so I replaced them with unpainted wooden steps. In my discussion with Joseph Payne, the district inspector of the Department of Neighborhood Services, of what had to be done to comply with the order, no mention was ever made of a need to paint these steps. I therefore do not have any reason to believe that painting these steps was required under the DNS order issued August 9, 2001. I therefore consider that I have corrected *all* the violations, as ordered, and that the demand that I paint these steps is a *new* order, issued via your letter to me dated July 10, 2002. (So I wonder why you are giving me only 22 days, instead of the usual 30 days, to comply with this new order?)

I wish I had known this spring that these steps needed to be painted, because I would then have had them painted at the same time I had the house painted. Then everything would have been all done by June 1, 2002.

However, it appears that nobody in the Department of Neighborhood Services decided that these steps needed to be painted until you looked at the photographs that Joseph Payne took on July 9th, 2002, and made this decision. Why, then, are you trying to pretend that my failure to paint these steps was a failure to correct a violation under the order issued August 9, 2001? Am I expected to read minds, so that I know things that I am not informed of orally or in writing? And if so, *whose* mind should I be reading? Joseph Payne wrote the order on August 9, 2001, but I was never informed by *him* that painting was needed! Is it *your* mind that I am expected to read? If so, I doubt that would have helped me prior to July 9, 2002, because I don't think *you* had decided that my steps needed to be painted before that date! I guess I am supposed to develop powers of precognition, as well as mind-reading ability, when I get an order from the DNS!

You are correct that I did not obtain a permit to replace the steps. I didn't know that one was required for such a small job. Certainly the order issued on August 9th, 2001, didn't mention that a permit was needed.

I don't know what the point is of obtaining a permit to replace the steps *after* the work has been done, other than to ensure that the City of Milwaukee receives payment of a fee, but I'll certainly look into the matter of obtaining a permit, since you indicate that this needs to be done.

Michael Greylak, Assistant Supervisor

July 15, 2002

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I shall also correct whatever errors may exist regarding my Property Recording, which you also indicate needs to be done.

Normally, with an order to do painting, I would insist on the full amount of time (in this case, 30 days) to get the job done, because the opportunity to do this depends to some degree on weather conditions. However, I assume that the good weather we have enjoyed during the first half of July will continue long enough to enable me to complete the task of painting the new steps at my house by the date of August 1, 2002, that you have set. (If the weather should become a problem I may have to insist on the full 30 days that the DNS ordinarily grants to complete this new order to paint my steps; but at present, it seems unlikely that this will be necessary.)

As for the total amount of the re-inspection fees regarding the order issued on August 9, 2001, I am stunned and shocked to be informed that they total \$1,175.00! I should like to have an itemization of the inspections and fees that have contributed to this total. I want the date of each inspection, the name of the person who conducted the inspection, the reason for and finding from the inspection, and the dollar amount charged for it. I would appreciate it if you would list these inspections in chronological order.

In my dealings with my bank, I receive a statement every month reporting all the transactions in my account. If the Department of Neighborhood Services is going to run up huge bills on city residents by making unannounced inspections and charging for them, I think it should be issuing monthly statements, just like a bank does, so that the affected residents can keep tabs on the size of the bill that the city is running up against them.

Sincerely,

Marjorie Lundquist

xc: Martin G. Collins, Commissioner
Alderman Marlene Johnson

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

May 21, 2003

MARJORIE ANN LUNDQUIST
PO BOX 11831
MILWAUKEE WI 53211-0000

RE: 2735-2735 N HUMBOLDT BL
Permit #: 479517
Permit Date: July 31, 2002

The permit application for the property noted above has not received a final inspection. It is required by the State Department of Commerce and City of Milwaukee Ordinance that this be inspected.

Please make arrangements for this inspection by contacting me at [414]-286-5982 during the hours of 7:00am-9am Monday through Friday .

Failure to make proper arrangements for this inspection within 10 days may result in cancellation of this permit (City Ordinance 200-30). There will be no refunds for cancelled permits. A copy of this letter will be on file and will become a permanent record for this property.

Sincerely,



James F. Friedrichs

Recipients:
MARJORIE ANN LUNDQUIST, PO BOX 11831, MILWAUKEE WI 53211-0000

Marjorie Lundquist
P. O. Box 11831
Milwaukee, WI 53211-0831

May 29, 2003

James F. Friedrichs
Construction Section
Department of Neighborhood Services
841 N. Broadway
Milwaukee WI 53202

Re: your letter of May 21, 2003, concerning Permit # 479517

Dear Mr. Friedrichs:

This is a reply to your letter to me of May 21, 2003, alleging that no final inspection has yet been made of the back steps at my house at 2735 N. Humboldt Blvd., Milwaukee, WI 53212, for the construction of which I took out Permit # 479517 on July 31, 2002.

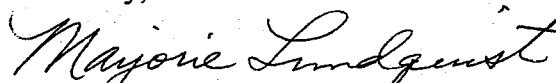
Perhaps your office has not received notification of such inspection, but I assure you that these steps *were* inspected last summer by an employee of the Department of Neighborhood Services. I think the individual who did the inspection was Joseph Payne. If it was not he, then I think he can probably advise you who did the inspection.

It may be that the inspection was carried out, but no one thought to notify your office. There was some contention last summer over this work, and it would not surprise me if an oversight of this type had indeed occurred.

Would you please check to see if there was simply a failure to communicate within the DNS regarding the final inspection of the work done under this permit? If so, there will probably be no further action on my part required to bring this matter to a satisfactory conclusion.

If, after you check with Mr. Payne, there still seems to be a need for an inspection, please write me again, and I'll do my best to co-operate with your office. (Please be advised that I expect to be travelling during the month of June, and so will not be available until July, if further action on my part is needed.)

Sincerely,


Marjorie Lundquist

xc: Joseph Payne, Inspector, DNS