



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

**Legislative Liaison, Richard Withers, 286-8532,
rwithe@milwaukee.gov**

Monday, November 21, 2011

1:30 PM

Room 301-B, City Hall

Amended 1/17/11

The Judiciary and Legislation Committee may convene into closed session at 1:30 P.M. on Monday, November 21, 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. [110954](#) A substitute ordinance relating to the filing fee for administrative review appeals.
Sponsors: Ald. Kovac
2. [110899](#) Substitute resolution authorizing the return of real estate located at 3703 N 22nd St, in the 6th Aldermanic District to its former owner. (Shavanaka Feagin by Ronald Kelly)
Sponsors: THE CHAIR
3. [110900](#) Substitute resolution authorizing the return of real estate located at 3412-3414 N 15th St, in the 6th Aldermanic District to its former owner. (Nannie Triggs represented by Darlene Rose)
Sponsors: THE CHAIR
4. [110927](#) Substitute resolution authorizing the return of real estate located at 1908-1910 N 34th St, in the 15th Aldermanic District to its former owner. (Phua Vang)
Sponsors: THE CHAIR
5. [110928](#) Substitute resolution authorizing the return of real estate located at 3714 N 2nd Lane, in the 6th Aldermanic District to its former owner. (Robert Triplett)
Sponsors: THE CHAIR
6. [110940](#) Substitute resolution authorizing the return of real estate located at 2968 N 9th St, in the 6th Aldermanic District to its former owner. (Calves Haynes)

Sponsors: THE CHAIR

7. [110929](#) Substitute resolution authorizing the proper City officers to enter into a contract for the collection of receivables.
Sponsors: THE CHAIR
8. [110884](#) Communication from the City Attorney relative to expenditures from the Outside Counsel/Expert Witness Fund Special Purpose Account.
Sponsors: THE CHAIR
9. [110907](#) Communication from the City Attorney relating to semiannual reports as to the determination and disposition of all claims pending and closed and litigation matters closed through June 30, 2011.
Sponsors: THE CHAIR
10. [110896](#) Resolution relating to an appeal from Shannon McDonald for property damage.
Sponsors: THE CHAIR
---\$4,664.14
11. [110879](#) Resolution relating to an appeal from Corves Coleman for property damage. (1st Aldermanic District)
Sponsors: THE CHAIR
---\$145.00
12. [110895](#) Resolution relating to an appeal from Jeff Carl for property damage. (2nd Aldermanic District)
Sponsors: THE CHAIR
---\$345.00
13. [110415](#) Resolution relating to the claim of Sharon Megna relating to property damage. (6th Aldermanic District)
Sponsors: THE CHAIR
---\$13,455.00
14. [110903](#) Resolution relating to an appeal from Pamela Jordan for the loss of her dog. (6th Aldermanic District)
Sponsors: THE CHAIR
---\$750.00
15. [110905](#) Resolution relating to an appeal from Nikola Stojasavljevic for appeal costs. (12th Aldermanic District)
Sponsors: THE CHAIR
16. [110056](#) Resolution relative to legislative bills.

Sponsors: THE CHAIR

--- SB-247 *Exemption of individuals who are at least 65 years of age from the requirement to provide proof of identification for voting.*

--- LRB-3141/1 *Creating an individual income tax deduction for certain amounts paid for sewer, water, and garbage collection fees.*

--- LRB-3420/P1 *Proposal to require the WI Department of Revenue to provide municipalities with preliminary determinations of equalized value.*

--- *Recommendations to the Waste, Fraud and Abuse Commission*

This meeting will be webcast live at www.milwaukee.gov/channel25.

Common Council members who are not members of this committee may attend this meeting to participate or to gather information. This meeting may constitute a meeting of the Common Council or any of its standing committees although no formal action will be taken at this meeting.

Upon reasonable notice, efforts will be made to accommodate the needs of persons with disabilities through sign language interpreters or auxiliary aids. For assistance contact the Legislative Services ADA Coordinator at 286-2998, (FAX)286-3456, (TDD)286-2025 or by writing to Room 205, City Hall, 200 E. Wells Street, Milwaukee, WI 53202.

Parking for persons attending City Hall meetings is available at reduced rates (5 hour limit) at the Milwaukee Center (southwest corner of E. Kilbourn Ave. and N. Water St.) Parking tickets must be validated in Room 205, (City Clerk's Office) or the first floor Information Booth in City Hall.

Persons engaged in lobbying as defined in s. 305-43-4 of the Milwaukee Code are required to register with the City Clerk's License Division. Lobbyists appearing before a Common Council committee are required to identify themselves as such. More information is available at www.milwaukee.gov/lobby.



Legislation Details (With Text)

File #: 110954 **Version:** 1
Type: Ordinance **Status:** In Committee
File created: 11/4/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE
On agenda: **Final action:**
Effective date:
Title: A substitute ordinance relating to the filing fee for administrative review appeals.
Sponsors: ALD. KOVAC
Indexes: ADMINISTRATIVE REVIEW APPEALS BOARD, FEES
Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/4/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/16/2011	1	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
11/16/2011	1	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number
110954
Version
SUBSTITUTE 1
Reference

Sponsor
ALD. KOVAC
Title

A substitute ordinance relating to the filing fee for administrative review appeals.

Sections
81-1.5 am
Analysis

Currently, a fee of \$25 is required to file an appeal with the administrative review appeals board. This ordinance adjusts the filing fee to an amount equal to 10% of the amount of the charge being appealed or \$25, whichever is less.

Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 81-1.5 of the code is amended to read:

81-1.5. Administrative Review Appeals Board. A fee ~~[[of \$25]]~~ >>equal to 10% of the amount of the charge being appealed or \$25, whichever is less. << is required to file an appeal with the administrative review appeals board. Fees shall not be refunded once an appeal is filed unless it has been determined by a city department that the appeal is not necessary ~~[[based upon]]~~ >>because << the action~~[[,]]~~ for which the appeal was filed~~[[,]]~~ was undertaken by that department in error.
(See s. 320-11).

LRB:

APPROVED AS TO FORM

Legislative Reference Bureau

Date: _____

ATTORNEY

IT IS OUR OPINION THAT THE ORDINANCE

IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date: _____

Department

Drafter

LRB135301-2

Jim Carroll

11/10/11

NOTICES SENT TO FOR FILE 110954:

[illegible]



Legislation Details (With Text)

File #: 110899 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 11/2/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution authorizing the return of real estate located at 3703 N 22nd St, in the 6th Aldermanic District to its former owner. (Shavanaka Feagin by Ronald Kelly)

Sponsors: THE CHAIR

Indexes: IN REM JUDGMENTS

Attachments: Request for Vacation of In Rem Judgment, Letter from treasurer's office, Letter from DNS, Letter from DCD, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/16/2011	1	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
11/16/2011	1	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
11/16/2011	1	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

110899

Version

SUBSTITUTE 1

Sponsor

THE CHAIR

Title

Substitute resolution authorizing the return of real estate located at 3703 N 22nd St, in the 6th Aldermanic District to its former owner. (Shavanaka Feagin by Ronald Kelly)

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 3703 N 22nd St, previously owned by Shavanaka Feagin by Ronald Kelly, 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 110899; and

Whereas, Shavanaka Feagin by Ronald Kelly 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, Shavanaka Feagin by Ronald Kelly 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 3703 N 22nd St, 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 2011-01 In Rem Parcel 60, 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

11/9/11

WAYNE F. WHITTOW
City Treasurer



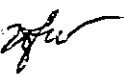
James L. Hanna
Deputy City Treasurer

James F. Klajbor
Special Deputy City Treasurer

OFFICE OF THE CITY TREASURER
Milwaukee, Wisconsin

October 19, 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.: 270-1461-000-1
Address: 3703 3703 N 22ND ST
Owner Name: SHAVANAKA FEAGIN
Applicant/Requester: RONALD KELLY
FOR SHAVANAKA FEAGIN
2011-2 Inrem File
Parcel: 60
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 3703 N 22nd St
TAXKEY NUMBER 270 - 1461-1
NAME OF APPLICANT Shavanaka Feagin Represented by Ronald Kelly
MAILING ADDRESS 2718 W Carmer Ave Milwaukee, WI 53209
Milwaukee WI 53209 414-839-1434
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).

3610-3612 N 20th St Milwaukee, WI 53206
2528 N 5th St Milwaukee, WI 53212

(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 [Signature] for Shavanaka Feagin DATE 10/4/11



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: Ronald Kelly for
Sharon K Feagin
Tax Account No.: 270-1461-1

Property Address: 3703 N 22nd St

Cash \$ 1370.00 Check \$ _____

Installment Payment ☐ Bond Payment ☐

Delinquent Tax Payment ☐ Year: _____

Current Collection Tax Payment ☐

Duplicate Tax Bill Fee ☐ Other ☒ vacated judgment

Received by: Kerry

Date: 10/4/11

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	1,370.00

Date 10/4/2011

Comments for Treasurer's Use Only

Administrative Costs - Request for Vacation of Judgment

File Number: 2011 - 2
Taxkey Number: 270-1461-000 - 1
Property Address: 3703 3703 N 22ND ST
Owner Name SHAVANAKA FEAGIN

Applicant: RONALD KELLY FOR SHAVANAKA FEAGIN

Parcel Number: 60
CaseNumber: 11CV7456

Approved by the Wisconsin Department of Regulation and Licensing
03-1-11 (Optional Use Date) 07-1-11 (Mandatory Use Date)

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704
Page 1 of 9, WB-11

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 10/1/11 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~
3 **GENERAL PROVISIONS** The Buyer, Burgess McMillan and Ronald Kelly
4 offers to purchase the Property known as [Street Address] 3763 N 22
5 In the WI
6 of MILWAUKEE, County of _____ Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:
8 ■ PURCHASE PRICE: 16,000 SIXTEEN THOUSAND Dollars (\$ 16,000).
9
10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on
15 the date of this Offer not excluded at lines 17-18, and the following additional items: _____
16
17 ■ NOT INCLUDED IN PURCHASE PRICE: _____
18
19 CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.
21 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
22 included/excluded.
23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.
25 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
26 running from acceptance provide adequate time for both binding acceptance and performance.
27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before _____, Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.
30 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33 OR ARE LEFT BLANK.
34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.
36 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.
38 Seller's recipient for delivery (optional): _____
39 Buyer's recipient for delivery (optional): _____
40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)
42 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.
45 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: 3802 N 22nd St Milwaukee, WI 53206
48 Delivery address for Buyer: 2718 W Carmen Ave Milwaukee WI 53207
49 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): _____
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon; radium in water supplies, lead in paint,
85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, or unsafe conditions relating to, or the storage of, hazardous or toxic substances
90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.
- 115 (Definitions Continued on page 4)

Property Address:

3702 N 22nd St Milwaukee, WI

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116 **CLOSING** This transaction is to be closed no later than December 31, 2011
117 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
120 assessments, fuel and

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

124 ☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)

127 ☐ Current assessment times current mill rate (current means as of the date of closing)

128 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

130 ☐
131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
132 **substantially different than the amount used for proration especially in transactions involving new construction,**
133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
134 **regarding possible tax changes.**

135 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142 (written) (oral) **STRIKE ONE** lease(s), if any, are

143 ☐ Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the
153 contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

163 _____
164 **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES**

166 _____

167 _____

168 _____

169 _____

170 _____

171 _____

172 _____

173 DEFINITIONS CONTINUED FROM PAGE 2

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
193 foundations and docks/piers on permanent foundations.

194 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land, building
201 or room dimensions, if material.

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
215 be held in trust for the sole purpose of restoring the Property.

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IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

- 216 ☒ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
- 217 ☒ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
- 218 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
- 219 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than
- 220 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
- 221 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
- 222 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
- 223 fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed
- 224 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
- 225 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.
- 226 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**
- 227 ☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
- 228 ☒ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest
- 229 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per
- 230 year. The maximum interest rate during the mortgage term shall not exceed _____. Monthly payments of principal
- 231 and interest may be adjusted to reflect interest changes.
- 232 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
- 233 165-172 or 435-442 or in an addendum attached per line 434.
- 234 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
- 235 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
- 236 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
- 237 later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to
- 238 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency. If, after review of the loan
- 239 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
- 240 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
- 241 unacceptability.
- 242 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
- 243 the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
- 244 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
- 245 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**
- 246 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
- 247 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
- 248 commitment.
- 249 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
- 250 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
- 251 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
- 252 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
- 253 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing
- 254 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
- 255 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
- 256 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
- 257 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
- 258 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
- 259 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
- 260 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
- 261 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
- 262 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.
- 263 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
- 264 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
- 265 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
- 266 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
- 267 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
- 268 purchase price, accompanied by a written notice of termination.
- 269 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
- 270 deadlines provide adequate time for performance.
- 271

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

Property Address: 2703 N 22nd St Milwaukee WI Page 7 of 9, WB-14

375 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and
376 the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of
377 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes
378 covered by the arbitration agreement.

379 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
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382 **THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE**
383 **IS NEEDED.**

384 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered
385 with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone
386 at (608) 240-5830.

387 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property
388 located at _____, no later than _____. If Seller accepts a bona fide
389 secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of
390 Buyer's Property Contingency and _____
391 _____

392 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
393 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual
394 Receipt of said notice, this Offer shall be null and void.

395 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written
396 notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor
397 is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null
398 and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not
399 deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All other Offer deadlines which are run from
400 acceptance shall run from the time this Offer becomes primary.

401 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)
402 date of closing; (5) contingency Deadlines; (6) delivery of Condominium disclosure materials (see lines 204-234) **STRIKE AS**
403 **APPLICABLE** and all other dates and Deadlines in this Offer except: _____
404 _____

405 _____ If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or
406 Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable
407 time of the date or Deadline is allowed before a breach occurs.

408 **TITLE EVIDENCE**

409 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by condominium deed or
410 warranty deed or (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
411 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under
412 them, recorded easements for the distribution of utility, municipal and Association services, easements for the performance of
413 Condominium duties, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing
414 disclosed in Seller's Real Estate Condition Report and in this Offer, general taxes levied in the year of closing, Wisconsin Condominium
415 Ownership Act, Condominium Declaration and plat, Association articles of incorporation, bylaws and rules and amendments to the above
416 and _____
417 _____

418 _____
419 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to
420 record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

421 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit**
422 **certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to**
423 **Property or a use other than the current use.**

424 **■ TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase
425 price on a current ALTA form (including the ALTA Condominium endorsement or equivalent) issued by an insurer
426 licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of
427 providing title evidence required by Buyer's lender.

428 **■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE**
429 **("Seller's" if neither is stricken)** cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the
430 title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the
431 title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice
432 that title is not acceptable for closing (see lines 437-442).

433 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
434 commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to the
435 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 409-419, subject only to
436 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

437 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title
438 by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
439 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
440 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
441 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
442 not extinguish Seller's obligations to give merchantable title to Buyer.

443 ■ **UNPAID CONDOMINIUM ASSESSMENTS:** All unpaid assessments shall be paid by Seller no later than closing.

444 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, including those by any applicable homeowners or
445 Condominium Association, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than
446 closing. All other special assessments shall be paid by Buyer.

447 **CAUTION:** Consider a special agreement if area assessments, property owners or Condominium Association special
448 assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other
449 expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special
450 assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains
451 and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public
452 facilities, as defined in Wis. Stat. § 66.0617(1)(f).

453 **EARNEST MONEY**

454 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent if
455 Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in
456 the Offer.

457 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or
458 an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

459 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
460 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
461 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
462 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker
463 within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the
464 transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this
465 Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct
466 disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable
467 attorneys fees, not to exceed \$250, prior to disbursement.

468 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
469 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or
470 (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
471 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
472 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.
473 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree
474 to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable
475 Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

476 ■ **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer.
477 An "inspection" is defined as an observation of the Unit and any Limited Common Elements which does not include appraisal or testing,
478 other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby
479 authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Unit and the
480 laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the
481 Unit and any Limited Common Elements upon advance notice, if necessary to satisfy the contingencies in this Offer; Buyer and licensees
482 may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize
483 Buyer to conduct testing.

484 **NOTE:** Any contingency authorizing testing should specify the areas of the Unit to be tested, the purpose of the test, (e.g., to
485 determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the
486 contingency. Buyer agrees to promptly restore the Unit to its original condition after Buyer's inspections and testing are completed
487 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller
488 acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin
489 Department of Natural Resources.

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490 ☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 476-489). This Offer is
 491 contingent upon a Wisconsin registered home inspector performing a home inspection of the Unit and any Limited Common Elements
 492 which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
 493 performing an inspection of _____

494 _____ (list any Property component(s) to be separately inspected, e.g., roof,
 495 foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).
 496 Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they
 497 occur prior to the deadline specified at line 501. Inspection(s) shall be performed by a qualified independent inspector or independent
 498 qualified third party.

499 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well as any**
 500 **follow-up inspection(s).**

501 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of
 502 the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of
 503 Defects).

504 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

505 For the purposes of this contingency, Defects (see lines 313-316) do not include structural, mechanical or other conditions the nature and
 506 extent of which Buyer had actual knowledge or written notice before signing this Offer.

507 ☒ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the
 508 right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of
 509 Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a
 510 written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the
 511 Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a)
 512 Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

513 ☒ **ADDENDA:** The attached SSO is/are made part of this Offer.

514 **ADDITIONAL PROVISIONS/CONTINGENCIES**

515

516

517

518

519

520 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 521 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the
 522 Parties to this Offer and their successors in interest.

523 This Offer was drafted on October 18 [date] by [Licensee and Firm] Ronald Kelly

524

525 (x) Burgess McMillian 10/1/11
 526 Buyer's Signature ▲ Print Name Here ▲ BURGESS MCMILLIAN Date ▲

527 (x) Ronald Kelly 10/1/11
 528 Buyer's Signature ▲ Print Name Here ▲ Ronald Kelly Date ▲

529 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 9 of the above Offer.

530 _____ Broker (By) _____

531 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
 532 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE**
 533 **TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

534 (x) Sharanaka Fergin 10-1-11
 535 Seller's Signature ▲ Print Name Here ▲ Sharanaka Fergin Date ▲

536 (x) _____
 537 Seller's Signature ▲ Print Name Here ▲ _____ Date ▲

538 This Offer was presented to Seller by [Licensee and Firm] _____

539 _____ on _____ at _____ a.m./p.m.

540 This Offer is rejected _____ This Offer is countered [See attached counter] _____

541 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



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

November 9, 2011

To: Milwaukee Common Council
Room 205, City Hall

From: Wayne F. Whittow, City Treasurer
Office of the City Treasurer

Re: 110899 Reopening and Vacating InRem Judgment
Tax Key No.: 270-1461-000-1
Address: 3703 N 22ND ST
Owner Name: SHAVANAKA FEAGIN
Applicant/Requester: RONALD KELLY FOR SHAVANAKA FEAGIN
2011-2 in rem, Parcel: 60
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 NOV	IF PAID BY DEC 30, 2011
2008-2010	\$9,687.82	\$9,687.82
Interest	\$1,646.09	\$1,741.62
Penalty	\$823.05	\$870.81
TOTAL*	\$12,156.96	\$12,300.25

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

The former owner also has ownership interest in the following properties:

3802 N 22nd St – Tax Key #270-1792-1 with taxes paid in full.

3610 – 3612 N 20th St – Tax Key #271-1019-5 with taxes paid in full.

2547 N 22nd St – Tax Key #322-0035-5 with 2010 delinquent taxes of \$1,998.89.

2548 - 2530 N 5th St – Tax Key #322-1040-0 with delinquent 2009 & 2010 taxes totaling \$15,996.20. The 2009 taxes are at the Kohn Law Firm for collection.

WFW/slk

November 8, 2011

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

Re: File No. 110899
Address 3703 N 22nd 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 \$2,450.00 in reinspection fees and \$475.82 in litter nuisance fees, for a total of \$2,925.82.

The applicant has also indicated ownership interest in the following properties which have pending special charges:

3610-12 N 20 th St	Recording Enforcement Fee	\$1125.00
2528 N 5 th St	Litter Cleanup	\$ 596.92
	Reinspection Fee	<u>\$ 100.00</u>
	Total	\$ 696.92

The total amount owed for all 3 properties is \$4,747.74.

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

November 14, 2011

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

Dear Ms. Polanco:

Re: File Number 110899
3703 North 22nd Street

The Department of City Development reports that the tax foreclosed property located at 3703 North 22nd Street, Tax Key No. 270-1461-000-1, 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 \$466.87.

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

NOTICES SENT TO FOR FILE 110899:

[illegible]



Legislation Details (With Text)

File #: 110900 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 11/2/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution authorizing the return of real estate located at 3412-3414 N 15th St, in the 6th Aldermanic District to its former owner. (Nannie Triggs represented by Darlene Rose)

Sponsors: THE CHAIR

Indexes: IN REM JUDGMENTS

Attachments: Request for Vacation of In Rem Judgment, Letter from treasurer's office, Letter form DNS, Letter from DCD, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/16/2011	1	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

110900

Version

SUBSTITUTE 1

Sponsor

THE CHAIR

Title

Substitute resolution authorizing the return of real estate located at 3412-3414 N 15th St, in the 6th Aldermanic District to its former owner. (Nannie Triggs represented by Darlene Rose)

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 3412-3414 N 15th St, previously owned by Nannie Triggs represented by Darlene Rose, 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 16110900; and

Whereas, Nannie Triggs represented by Darlene Rose 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, Nannie Triggs represented by Darlene Rose 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 3412-3414 N 15th St, 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 2011-01 In Rem Parcel 82, 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

11/9/11.

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

October 20, 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.: 284-2113-000-2
Address: 3412 3414 N 15TH ST
Owner Name: NANNIE B TRIGGS
Applicant/Requester: DARLENE ROSE POA
2011-2 Inrem File
Parcel: 82
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 3412 - 3414 N. 15th Street, Milwaukee 53201
TAXKEY NUMBER ~~284-211-3000~~ 284-2113-2
NAME OF APPLICANT NANNIE B. TRIGGS
MAILING ADDRESS 1810 W. Woodbury LN
Glendale WI 53209 414 351-0364
CITY STATE ZIP CODE TELEPHONE NUMBER

B. FORMER OWNER YES X 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 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 X 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 Nannie B. Triggs DATE 10/19/11

DESIGNATION OF AGENT

I, Nannie B. Triggs (name of principal), name the following person as my agent:

Name of agent: Darlene Rose

Agent's address: 1810 W. Woodbury Ln., Glendale, WI 53209

Agent's telephone number: 414 351-0364

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of successor agent: _____

Successor agent's address: _____

Successor agent's telephone number: _____

If my successor agent is unable or unwilling to act for me, I name as my 2nd successor agent:

Name of 2nd successor agent: _____

Second successor agent's address: _____

Second successor agent's telephone number: _____

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined (see Appendix) in the Uniform Power of Attorney for Finances and Property Act in chapter 244 of the Wisconsin statutes:

(INITIAL each subject you want to include in the agent's general authority.)

<u>NT</u>	Real property
<u>NT</u>	Tangible personal property
<u>NT</u>	Stocks and bonds
<u>NT</u>	Commodities and options
<u>NT</u>	Banks and other financial institutions
<u>NT</u>	Operation of entity or business
<u>NT</u>	Insurance and annuities
<u>NT</u>	Estates, trusts, and other beneficial interests
<u>NT</u>	Claims and litigation
<u>NT</u>	Personal and family maintenance
<u>NT</u>	Benefits from governmental programs or civil or military service
<u>NT</u>	Retirement plans
<u>NT</u>	Taxes

RELIANCE ON THIS POWER OF ATTORNEY FOR FINANCES AND PROPERTY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows that the power of attorney has been terminated or is invalid.

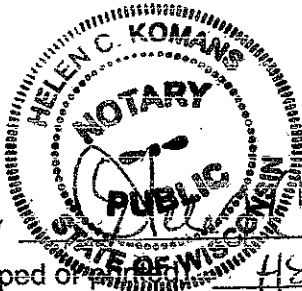
SIGNATURE AND ACKNOWLEDGMENT

Your signature Nannie B. Triggs Date 10-13-11
Your name printed NANNIE B. TRIGGS
Your address: 3412 N. 15th Street, Milwaukee WI 53206
Your telephone number: _____

State of: WISCONSIN County of: Milwaukee

This document was acknowledged before me on

Date 10-13-11 by name of principal NANNIE B. TRIGGS



(Seal, if any)

Signature of notary Helen C. Komars DATED: 10-13-2011
Name of notary (typed or printed) HELEN C. KOMARS
My commission expires: MARCH 03, 2013

This document prepared by: Darlene Rose

The following optional form may be used by an agent to certify facts concerning a power of attorney for finances and property:

**AGENT'S CERTIFICATION AS TO THE VALIDITY OF
POWER OF ATTORNEY FOR FINANCES AND PROPERTY AND AGENT'S AUTHORITY**

State of: WISCONSIN

County of: MILWAUKEE

I, Darlene Rose (name of agent), certify under penalty of perjury that
NANNIE B. TR. 1995 (name of principal) granted me authority as an agent or
successor agent in a power of attorney dated 10/13/11

I further certify that to my knowledge:

- (1) The principal is alive and has not revoked the power of attorney or my authority to act under the power of attorney, and the power of attorney and my authority to act under the power of attorney have not terminated.
- (2) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred.
- (3) If I was named as a successor agent, the prior agent is no longer able or willing to serve.
- (4) _____

(insert other relevant statements)

SIGNATURE AND ACKNOWLEDGMENT

Agent's signature Darlene Rose Date 10/13/11

Agent's name printed DARLENE ROSE

Agent's address: 1810 W. Woodbury Ln, Glendale, WI 53209

Agent's telephone number: 414 351-0364

State of: WISCONSIN County of: MILWAUKEE

This document was acknowledged before me on

Date 10-13-2011 by (name of agent) DARLENE ROSE

Signature of notary Helen C. Komars (Seal, if any) DATE: 10-13-2011

Name of notary (typed or printed) HELEN C. KOMARS

My commission expires: MARCH 03, 2013

This document prepared by: Darlene Rose

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	1,370.00

Date 10/20/2011

Comments for Treasurer's Use Only

Administrative Costs - Request for Vacation of Judgment

File Number: 2011 - 2
Taxkey Number: 284-2113-000 - 2
Property Address: 3412 3414 N 15TH ST
Owner Name NANNIE B TRIGGS

Applicant: DARLENE ROSE POA

Parcel Number: 82
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

November 9, 2011

To: Milwaukee Common Council
Room 205, City Hall

From: Wayne F. Whittow, City Treasurer
Office of the City Treasurer

Re: 110900 Reopening and Vacating InRem Judgment
Tax Key No.: 284-2113-000-2
Address: 3412 3414 N 15TH ST
Owner Name: NANNIE B TRIGGS
Applicant/Requester: DARLENE ROSE POA
2011-2 in rem, Parcel: 82
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 NOV	IF PAID BY DEC 30, 2011
2008-2010	\$7,273.13	\$7,273.13
Interest	\$1,107.4	\$1,178.79
Penalty	\$553.71	\$589.39
TOTAL*	\$8,934.24	\$9,041.31

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

WFW/slk

November 8, 2011

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

Re: File No. 110900
Address 3412 N 15th 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

November 14, 2011

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

Dear Ms. Polanco:

Re: File Number 110900
3412-14 North 15th Street

The Department of City Development reports that the tax foreclosed property located at 3412-14 North 15th Street, Tax Key No. 284-2113-000-2, 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 \$484.50.

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

NOTICES SENT TO FOR FILE 110900:

[illegible]



Legislation Details (With Text)

File #: 110927 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 11/2/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution authorizing the return of real estate located at 1908-1910 N 34th St, in the 15th Aldermanic District to its former owner. (Phua Vang)

Sponsors: THE CHAIR

Indexes: IN REM JUDGMENTS

Attachments: Request for Vacation of Inrem Judgment, Letter from treasurer's office, Letter from DNS, Letter from DCD, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/16/2011	1	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
11/16/2011	1	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
11/16/2011	1	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

110927

Version

SUBSTITUTE 1

Sponsor

THE CHAIR

Title

Substitute resolution authorizing the return of real estate located at 1908-1910 N 34th St, in the 15th Aldermanic District to its former owner. (Phua Vang)

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 1908-1910 N 34th St, previously owned by Phua Vang, 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 110927; and

Whereas, Phua Vang 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, Phua Vang 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 1908-1910 N 34th St, 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 2011-01 In Rem Parcel 188, 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

11/9/11

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

October 26, 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.: 349-1573-110-6
Address: 1908 1910 N 34TH ST
Owner Name: VANG PHUA
Applicant/Requester: PHUA VANG
2011-2 Inrem File
Parcel: 188
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:

Return by 12/15/11

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 1908-1910 N. 34th St, Milwaukee WI 53208
 TAXKEY NUMBER 3491573110
 NAME OF APPLICANT Phua Vang
 MAILING ADDRESS C/O Youa H. Vang 1910 N. 34th St. 53208
414-208-3185
 CITY _____ STATE _____ ZIP CODE _____ TELEPHONE NUMBER _____

B. FORMER OWNER YES X 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).

N/A

(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 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 X

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

Phua Vang

DATE 10/21/2011

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	1,370.00

Date 10/26/2011

Comments for Treasurer's Use Only

Administrative Costs - Request for Vacation of Judgment

File Number: 2011 - 2
Taxkey Number: 349-1573-110 - 6
Property Address: 1908 1910 N 34TH ST
Owner Name VANG PHUA

Applicant: PHUA VANG

Parcel Number: 188
CaseNumber: 11CV7456



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: Phua Vang

Tax Account No.: 349-1573-110-6

Property Address: 1908-1910 1034th St

Cash \$ _____ Check \$ 1370.00

Installment Payment ☐ Bond Payment ☐

Delinquent Tax Payment ☐ Year: _____

Current Collection Tax Payment ☐

Duplicate Tax Bill Fee ☐

Other ☒
Vacated

Received by: Dung Judgment

Date: 10/26/11

Status Change - Tax Account Adjustment Request

ID: 2816

Tax Account Number: 538-0265-7

Levy Year: 2010

Batch Number: 991

Pay Date:

City Paid: \$59.75 City Interest: (\$39.83)

County Paid: County Interest: Penalty: (\$19.92)

Cost Paid: Judgment Interest:

Total:

Reason For Adjustment: Administrative Error

New Status: 3-3 Add Interest of:

Change Closing Date ☐

Requested By: Richard Schmidt

Approved By: Kim Uhen-McCarthy

Date Requested: 10/19/2011

Date Approved: 10/19/2011

Data Entered By:

Date Entered:

Sam

km
10-19-11

0.00

0.00G+

59.75 +

39.83 -

19.92 -

0.03

0.00G+



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

November 9, 2011

To: Milwaukee Common Council
Room 205, City Hall

From: Wayne F. Whittow, City Treasurer
Office of the City Treasurer

Re: 110927 Reopening and Vacating InRem Judgment
Tax Key No.: 349-1573-110-6
Address: 1908 1910 N 34TH ST
Owner Name: VANG PHUA
Applicant/Requester: PHUA VANG
2011-2 in rem, Parcel: 188
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 NOV	IF PAID BY DEC 30, 2011
2008-2010	\$6,791.95	\$6,791.95
Interest	\$1,176.78	\$1,243.34
Penalty	\$588.39	\$621.68
TOTAL*	\$8,557.12	\$8,656.97

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

WFW/slk

November 8, 2011

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

Re: File No. 110927
Address 1908-10 N 34th 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

November 14, 2011

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

Dear Ms. Polanco:

Re: File Number 110927
1908-10 North 34th Street

The Department of City Development reports that the tax foreclosed property located at 1908-10 North 34th Street, Tax Key No. 349-1573-110-6, is not suitable for use by a public agency or community based organization. Although the property is in the 30th Street Corridor, the property is not needed for implementation of the plan.

This residential structure is occupied. Administrative costs incurred by our Department total \$468.00.

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

NOTICES SENT TO FOR FILE 110927:

[illegible]



Legislation Details (With Text)

File #: 110928 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 11/2/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution authorizing the return of real estate located at 3714 N 2nd Lane, in the 6th Aldermanic District to its former owner. (Robert Triplett)

Sponsors: THE CHAIR

Indexes: IN REM JUDGMENTS

Attachments: Request for Vacation of Inrem Judgment, Letter from treasurer's office, Letter from DNS, Letter from DCD, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/16/2011	1	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number

110928

Version

SUBSTITUTE 1

Sponsor

THE CHAIR

Title

Substitute resolution authorizing the return of real estate located at 3714 N 2nd Lane, in the 6th Aldermanic District to its former owner. (Robert Triplett)

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 3714 N 2nd Lane, previously owned by Robert Triplett, 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, 110928; and

Whereas, Robert Triplett 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, Robert Triplett 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 3714 N 2nd Lane, 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 2011-01 In Rem Parcel 72, 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

11/9/11

WAYNE F. WHITTOW
City Treasurer



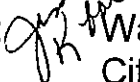
James L. Hanna
Deputy City Treasurer

James F. Klajbor
Special Deputy City Treasurer

OFFICE OF THE CITY TREASURER
Milwaukee, Wisconsin

October 25, 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.: 273-9994-000-7
Address: 3714 N 2ND LA
Owner Name: ROBERT C TRIPLETT
Applicant/Requester: ROBERT C TRIPLETT
2011-2 Inrem File
Parcel: 72
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 3714 N 2ND LANE
TAXKEY NUMBER 273-9994-7
NAME OF APPLICANT Robert C. Triplett
MAILING ADDRESS 3714 N 2ND LANE
MILWAUKEE, Wisc. 53212
CITY STATE ZIP CODE TELEPHONE NUMBER

B. FORMER OWNER YES X 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 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 _____

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 Robert C Triplett DATE 10-25-11

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	1,370.00

Date 10/25/2011

Comments for Treasurer's Use Only

Administrative Costs - Request for Vacation of Judgment

File Number: 2011 - 2
Taxkey Number: 273-9994-000 - 7
Property Address: 3714 3714 N 2ND LA
Owner Name ROBERT C TRIPLETT

Parcel Number: 72
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

November 9, 2011

To: Milwaukee Common Council
Room 205, City Hall

From: Wayne F. Whittow, City Treasurer
Office of the City Treasurer

Re: 110928 Reopening and Vacating InRem Judgment
Tax Key No.: 273-9994-000-7
Address: 3714 N 2ND LA
Owner Name: ROBERT C TRIPLETT
Applicant/Requester: ROBERT C TRIPLETT
2011-2 in rem, Parcel: 72
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 NOV	IF PAID BY DEC 30, 2011
2008-2010	\$5,872.92	\$5,872.92
Interest	\$1,325.67	\$1,383.04
Penalty	\$662.84	\$691.53
TOTAL*	\$7,861.43	\$7,947.49

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

WFW/slk

November 8, 2011

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

Re: File No. 110928
Address 3714 N 2nd Ln

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

November 14, 2011

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

Dear Ms. Polanco:

Re: File Number 110928
3714 North 2nd Lane

The Department of City Development reports that the tax foreclosed property located at 3714 North 2nd Lane, Tax Key No. 273-9994-000-7, 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 \$468.00.

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

NOTICES SENT TO FOR FILE 110928:

[illegible]



Legislation Details (With Text)

File #: 110940 **Version:** 1
Type: Resolution **Status:** In Committee
File created: 11/2/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE
On agenda: **Final action:**
Effective date:

Title: Substitute resolution authorizing the return of real estate located at 2968 N 9th St, in the 6th Aldermanic District to its former owner. (Calves Haynes)
Sponsors: THE CHAIR
Indexes: IN REM JUDGMENTS
Attachments: Request for Vacation of In Rem Judgment, Letter from treasurer's office, Letter from DNS, Letter from DCD, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/16/2011	1	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
11/16/2011	1	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

110940

Version

SUBSTITUTE 1

Sponsor

THE CHAIR

Title

Substitute resolution authorizing the return of real estate located at 2968 N 9th St, in the 6th Aldermanic District to its former owner.

(Calves Haynes)

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 2968 N 9th St, previously owned by Calves Haynes, 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 16110940; and

Whereas, Calves Haynes 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, Calves Haynes 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 2968 N 9th St, 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 2011-01 In Rem Parcel 132, 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

11/9/11

WAYNE F. WHITTOW
City Treasurer



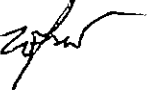
James L. Hanna
Deputy City Treasurer

James F. Klajbor
Special Deputy City Treasurer

OFFICE OF THE CITY TREASURER
Milwaukee, Wisconsin

October 27, 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.: 312-1318-000-5
Address: 2968 2968 N 9TH ST
Owner Name: CALVES HAYNES
Applicant/Requester: CALVES HAYNES
2011-2 Inrem File
Parcel: 132
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

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 2968 N 9th St
TAXKEY NUMBER 312131 8000-5
NAME OF APPLICANT Calves Haynes
MAILING ADDRESS 2968 N 9th St
Milwaukee WI 53206 (414) 845-7781
CITY STATE ZIP CODE TELEPHONE NUMBER

B. FORMER OWNER YES X 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).

N/A

(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 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 X

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

Calves Haynes

DATE

10/27/11



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: Colves Haynes

Tax Account No.: 312-1318-5

Property Address: 2968 W 9th St

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: Kerry

Date: 10/27/11

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	1,370.00

Date 10/27/2011

Comments for Treasurer's Use Only

Administrative Costs - Request for Vacation of Judgment

File Number: 2011 - 2
Taxkey Number: 312-1318-000 - 5
Property Address: 2968 2968 N 9TH ST
Owner Name CALVES HAYNES

Applicant: CALVES HAYNES

Parcel Number: 132
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

November 9, 2011

To: Milwaukee Common Council
Room 205, City Hall

From: Wayne F. Whittow, City Treasurer
Office of the City Treasurer

Re: 110940 Reopening and Vacating InRem Judgment
Tax Key No.: 312-1318-000-5
Address: 2968 N 9TH ST
Owner Name: CALVES HAYNES
Applicant/Requester: CALVES HAYNES
2011-2 in rem, Parcel: 132
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 NOV	IF PAID BY DEC 30, 2011
2008-2010	\$5,534.34	\$5,534.34
Interest	\$1,384.40	\$1,439.74
Penalty	\$692.19	\$719.87
TOTAL*	\$7,610.93	\$7,693.95

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

WFW/slk

November 8, 2011

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

Re: File No. 110940
Address 2968 N 9th 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

November 14, 2011

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

Dear Ms. Polanco:

Re: File Number 110940
2968 North 9th Street

The Department of City Development reports that the tax foreclosed property located at 2968 North 9th Street, Tax Key No. 312-1318-000-5, 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

NOTICES SENT TO FOR FILE 110940:

[illegible]



Legislation Details (With Text)

File #: 110929 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 11/2/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution authorizing the proper City officers to enter into a contract for the collection of receivables.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, CITY ATTORNEY

Attachments: Letter from City Attorney's office and contract, Fiscal Impact Statement

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/17/2011	1	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number

110929

Version

SUBSTITUTE 1

Reference

Sponsor

ALD. HAMILTON

Title

Substitute resolution authorizing the proper City officers to enter into a contract for the collection of receivables.

Analysis

This resolution authorizes the proper City officers to enter into a contract with Kohn Law Firm, S.C. for the collection of receivables of the City of Milwaukee.

Body

Whereas, in June of 2011, the Common Council passed Resolution File No. 110270 authorizing the City Attorney to request proposals for the collection contract for City receivables; and Whereas, the City Attorney advertised for proposals three times in the Milwaukee Journal/Sentinel, the Milwaukee Business Journal, and the Daily Reporter, between August 19 and September 6, 2011, and the City Purchasing Director placed an announcement on her department's website; and

Whereas, the City Attorney received 53 requests for the RFP and eight proposals; and Whereas, the City Attorney and the evaluation team, consisting of representatives from the Treasurer's Office, the Department of Neighborhood Services, the Department of Public Works, and the City Attorney's Office reviewed the eight proposals, conducted oral presentations and interviews, and ranked the proposals, and now recommends that the City enter into the attached contract with The Kohn Law Firm, S.C. for the collection of City receivables, to commence

January 1, 2012; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that a contract with the Kohn Law Firm, S.C. in substantially the same form as is attached to this file is approved, and the proper City officers are hereby authorized to execute said contract.

Drafter:

City Attorney

LUB :bl

DATE

11/10/11

1049-201 1-16061175398

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
DANIELLE M. BERGNER
CHRISTINE M. QUINN
MARGARET C. DAUN
JEREMY R. MCKENZIE
Assistant City Attorneys

November 10, 2011

The Honorable Common Council
of the City of Milwaukee
Room 205, City Hall

Re: Common Council File No. 110929/Resolution authorizing
the proper City officers to enter into a contract for the
collection of receivables

Dear Council Members:

On June of 2011, by Common Council File No. 110270, the Common Council authorized the City Attorney to request proposals for the collection contract for City receivables. The current contract expires on December 31, 2011.

The City Attorney's office advertised for proposals in three newspapers, three times in each, contacted every firm that had expressed an interest in the procurement five years ago, and arranged for the City purchasing director to place an announcement on her department's website.

We received 53 requests for the RFP. Eight firms submitted proposals, all of which met the basic requirements of the RFP. Ten years ago, there were four proposals, but only one met the RFP's requirements. Five years ago, six firms submitted compliant proposals.

A team of evaluators – including representatives of this office, the Treasurer's office, the Department of Neighborhood Services, and the Department of Public Works – reviewed all the proposals and conducted oral interviews with each proposer. The Comptroller's office provided assistance by assessing the financial strength and costs of each proposal. The highest ranked proposer is the Kohn Law Firm, S.C. based on: fees; expertise; experience; the extent to which the proposer can accommodate the City's methodology, need for access to information, and EBE capabilities; and service delivery capabilities. This was the unanimous decision of the panel.

The Honorable Common Council
November 10, 2011
Page 2


Therefore, we have negotiated a contract for Common Council approval with Kohn Law Firm, S.C. During the negotiations, the Kohn Law Firm, S.C. agreed to certain new provisions advantageous to the City. In addition, the fees are lower than those contained in the current contract.

Attached to this letter is a copy of the negotiated contract, and a proposed resolution approving it and authorizing its execution.

Very truly yours,



GRANT F. LANGLEY
City Attorney



LINDA ULISS BURKE
Deputy City Attorney

LUB:bl
Encs.

c: Mr. Ronald Leonhardt
Mr. Richard Withers

1049-2011-1606/175397

..Number

110929

..Version

SUBSTITUTE 1

..Reference

..Sponsor

ALD. HAMILTON

..Title

Resolution authorizing the proper City officers to enter into a contract for the collection of receivables.

..Analysis

This resolution authorizes the proper City officers to enter into a contract with Kohn Law Firm, S.C. for the collection of receivables of the City of Milwaukee.

..Body

Whereas, in June of 2011, the Common Council passed Resolution File No. 110270 authorizing the City Attorney to request proposals for the collection contract for City receivables; and

Whereas, the City Attorney advertised for proposals three times in the *Milwaukee Journal/Sentinel*, the *Milwaukee Business Journal*, and the *Daily Reporter*, between August 19 and September 6, 2011, and the City Purchasing Director placed an announcement on her department's website; and

Whereas, the City Attorney received 53 requests for the RFP and eight proposals; and

Whereas, the City Attorney and the evaluation team, consisting of representatives from the Treasurer's Office, the Department of Neighborhood Services, the Department of Public Works, and the City Attorney's Office reviewed the eight proposals, conducted oral presentations and interviews, and ranked the proposals, and now recommends that the City enter into the attached contract with The Kohn Law Firm, S.C. for the collection of City receivables, to commence January 1, 2012; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that a contract with the Kohn Law Firm, S.C. in substantially the same form as is attached to this file is approved, and the proper City officers are hereby authorized to execute said contract.

..Drafter:

City Attorney

LUB:bl

DATE

11/10/11

1049-2011-1606/175398

COLLECTION SERVICES FOR RECEIVABLES OF THE CITY OF MILWAUKEE

CONTRACT

Contract by and between the City of Milwaukee (City), a municipal corporation organized and existing under the laws of the State of Wisconsin, and Kohn Law Firm, S.C., with principal offices at 312 East Wisconsin Avenue, Suite 501, Milwaukee, WI 53202-4305, (Contractor).

I.

DEFINITIONS

- A. "Court costs" means statutory filing fees, service fees, and commissioner fees.
- B. "Prejudgment collection" includes, but is not limited to, telephone contacts, collection letters, tax refund intercept, summons and complaints, trials, depositions, interrogatories, entry of judgment and prejudgment payment arrangements, and bankruptcy filings.
- C. "Post-judgment collection" includes, but is not limited to, garnishment, execution, body attachments, supplementary orders, contempt, proceedings and post-judgment payment arrangements, and bankruptcy filings.

II.

RECITALS

A. City departments attempt to collect debts owed the City, with the amount of effort and methods of collection varying with the departments. After a billing attempt by the departments, the claims will be referred to the Contractor. Municipal Court judgments and unpaid City municipal citations are not included in this Contract.

B. Both parties understand and acknowledge that it is the intent of this Contract to actively and diligently pursue collection of debts owed to the City. The City will periodically review the performance of the Contractor in accordance with performance benchmarks developed with the input of the contractor, and may conduct an audit. As a result of such reviews or audits, the City may utilize its rights under the termination provision, or seek renegotiation of this Contract to utilize other payment terms or collection methods, including multiple contractors.

III.

SCOPE OF SERVICE

A. Various City departments will refer accounts directly to the Contractor who shall report activities on accounts directly to the department making the referral.

B. Contractor agrees to accept accounts on a referral basis from City departments for prejudgment collection, post-judgment collection, or both, as specified by the City. Accounts include, but are not limited to:

1. Collection of delinquent City real and personal property taxes;
2. Collection of property damage claims;

3. Collection of judgments for the cost of razing condemned buildings;
4. Collection of delinquent home repair loans;
5. Collection of judgments against uninsured motorists;
6. Collection of judgments or other claims of various kinds that may be entered by the City from time to time.

C. Contractor shall be responsible for administering collection efforts and reporting of individual accounts to departments in accordance with the Standard Operating Procedures incorporated and made part of this Contract, as may be amended from time to time by the City with input from the Contractor. The Contractor shall provide a centrally-located facility to accept payments directly from individuals and to answer debtor's questions about the status of their accounts.

D. Contractor may not compromise claims for personal and real property taxes. On all other claims where the amount claimed is not more than \$5,000 over the proposed compromise, the City Attorney is currently authorized to approve a compromise. On all other claims where the amount of the claim is \$5,000 or more over the proposed compromise, the City's Common Council of the City is authorized to approve a compromise.

E. Contractor shall collect interest and penalties on personal and real property taxes in accordance with the statutory formula. Contractor shall have read-only access to City Treasurer's account data in order to obtain exact amounts due on a given date.

F. The obligations under this Contract shall not be assigned by the Contractor without approval.

G. The Request for Proposals, except as inconsistent with this Contract and the Standard Operating Procedures, is incorporated and made a part of this contract.

IV.

RECORD KEEPING

A. The Contractor shall maintain complete and accurate books and records of its operations in a form consistent with generally accepted accounting principles and practices. Such books and records shall be available for inspection by the City or its authorized agent at any time during reasonable business hours and shall be available for inspection for a period of no less than seven years from the end of the Contract year, or portion thereof in the event of termination.

B. All collection records made during the performance of the Contract shall be the exclusive property of the City and the City shall have the right to use the same for any purpose without permission of the Contractor or compensation to the Contractor. All collection records are strictly confidential and Contractor agrees that Contractor will not make them available to any other person without prior written approval from the City.

C. All records shall be maintained by the Contractor pursuant to the Standard Operating Procedures, and shall be retained for a period of seven years from the expiration of this Contract.

D. Both parties understand that the City is bound by the Wisconsin Public Records Law, Wis. Stats. §§ 19.31-39 ("Public Records Law"), and as such, all terms of this agreement are subject to and conditioned on that law. Under the Public Records Law, the City's records (as they relate to this Agreement) are subject to public disclosure unless there is a statutory, common law, or public policy reason for nondisclosure (e.g., trade secrets exception).

The Contractor acknowledges and agrees that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, specifically the

production of records that are maintained by the Contractor, and that failure to do so shall constitute a material breach of this Agreement. Contractor agrees that it shall assist the City in complying with the Public Records Law and in defending actions under that law. In the event the City receives a public records request for records relating to the Contract, any information designated by the Contractor as its confidential and proprietary information will be considered in conjunction with the City's response to the public records request. Decisions to withhold public disclosure of records subject to this law must be supported by a statement of the public-policy basis for denial. The Contractor agrees to cooperate with any reasonable request for assistance by the City and the Milwaukee City Attorney's Office to support nondisclosure decisions.

V.

REPORTING

A. At the City's request, Contractor shall generate a listing of all active accounts with current balances due and payments to date. In any event, Contractor shall generate such reports for the City at the close of each calendar quarter.

B. At the request of the City, Contractor shall generate a report documenting collection activity with respect to any particular claim for collection. The Contractor shall provide authorized City personnel with access to its electronic database to view City accounts.

C. Contractor shall generate quarterly reports of all collection claims which Contractor has designated as uncollectible. Such reports shall indicate for each claim so designated collection activity to date together with an explanation of why a claim is considered uncollectible.

D. Contractor shall in all respects generate reports required pursuant to the Standard Operating Procedures.

- E. Contractor shall provide monthly reports to the City Attorney including gross collections, net collections, costs, disbursements, and fees expended for each category of accounts referred and a year end summary for the same. The City Attorney may request reports showing this information broken down as to pre-lawsuit and post-lawsuit, and below and above \$10,000.

VI.

COLLECTIONS

Contractor shall post City collections daily. Such collections shall be deposited in a trust account for remittance to the City weekly or monthly pursuant to the Standard Operating Procedures and in any event when the balance held on behalf of the City exceeds \$100,000 for non-property damage claims and \$50,000 for property damage claims. Contractor shall provide billing and remittance statements of accounts monthly pursuant to the Standard Operating Procedures.

VII.

FEES

A. In consideration of its services under this Contract, Contractor shall be paid fees as follows:

1. Personal and real property taxes:
 - a. On all claims \$10,000 and less, 10% of the amount collected pre-lawsuit and 17% of the amount collected post-lawsuit.
 - b. On all claims over \$10,000, 7% of the amount collected pre-lawsuit and 13% of the amount collected post-lawsuit.

2. All other City receivables.

- a. On all claims up to \$10,000, 14% of the amount collected pre-lawsuit and 24% of the amount collected post-lawsuit.
- b. On all claims over \$10,000, 9% of the amount collected pre-lawsuit and 14% of the amount collected post-lawsuit.
- c. Contractor shall be paid at the rate of 5% of the amount it collects for claims referred to it under this Contract through use of the State of Wisconsin Tax Refund Intercept Program (TRIP).

B. All court and other costs shall be initially advanced by the Contractor.

C. Fees specified above shall be deducted from payments received on accounts pursuant to the Standard Operating Procedures and shall be the exclusive means of compensating the Contractor. In the event of termination or expiration of this Agreement, Contractor shall not be entitled to any additional compensation, with the exception of fees relating to accounts already in its possession.

VIII.

PERFORMANCE

A. The services to be performed by Contractor under the terms of this Contract shall commence upon written notice from the City to proceed.

B. Contractor agrees that performance of the Contractor's work, services and results therefrom pursuant to the terms and conditions and agreements of this Contract shall conform to the requirements of law and the professional standards as are prevalent in this field of endeavor.

C. This Contract shall extend for a period of five years from January 1, 2012 to December 31, 2016.

D. The City may terminate this Contract at any time by giving at least 60 days notice in writing from the City to the Contractor, unless the Contractor violates a material provision of this agreement, whereupon the City may terminate within 10 days notice to the Contractor.

E. Contractor agrees to comply with all requirements of all applicable federal, state, and local laws, as amended.

F. Contractor shall perform as an independent contractor, and not as an agent or employee of the City.

IX.

INDEMNIFICATION

A. In case any action in court or proceeding before an administrative agency is brought against the City or any of its officers, agents or employees arising out of, in whole or in part, the activities of the Contractor under this Contract, the Contractor shall indemnify and save harmless the City and its officers, agents and employees from any losses, damages, costs, expenses, judgments or decrees arising out of such action. The City shall tender the defense of any claim or action at law or in equity to the Contractor or Contractor's insurer and upon such tender; it shall be the duty of the Contractor and Contractor's insurer to defend such claim or action without costs or expenses to the City or its officers, agents or employees. The Contractor shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom, and agrees to indemnify the City irrespective of any applicable insurance.

B. Contractor agrees to indemnify and save harmless the City for any loss or damage the City sustains by reason of an unauthorized execution of a transaction by the Contractor on any of the City's computer systems.

X.

INSURANCE

A. The Contractor shall procure and maintain for the duration of this Agreement the following issuance:

1. Crime

Employee Dishonesty	per occurrence	Limit equal to the maximum amount of City funds the Contractor accumulates in its office or in an account in a depository.
---------------------	----------------	--

To Include:

Expanded definition of property to include
City/Municipal Court owned property and monies

2. General Liability

Bodily Injury/ Property Damage	per occurrence	\$1,000,000
	general aggregate	\$1,000,000
	products/completed operations aggregate	\$1,000,000
Personal Injury	aggregate	\$1,000,000

To Include:

Commercial General Liability Insurance Agreement
Independent Contractors protection
Contractual liability for risk assumed in this Agreement, including
Personal Injury
Personal Injury definition to address:
 Libel
 Slander
 Harassment
 Emotional distress

	Mental anguish		
	False arrest, detention or imprisonment		
	Malicious prosecution		
	Wrongful entry, eviction or invasion of right of privacy		
	Discrimination		
3.	Automobile		
	Bodily Injury/ Property Damage	each accident	\$1,000,000
	<u>To Include:</u>		
	Liability for any owned, non-owned and hired vehicle		
4.	Umbrella		
	Bodily Injury/ Property Damage/ Personal Injury	each occurrence aggregate	\$5,000,000 \$5,000,000
5.	Workers' Compensation and Employers Liability		
	Workers' Compensation		Statutory
	Employers Liability		
	Bodily Injury by Accident	each accident	\$100,000
	Bodily Injury by Disease	each employee policy limit	\$100,000 \$500,000
6.	Professional Liability		
	Wrongful Act	each claim aggregate	\$5,000,000 \$5,000,000

B. The Contractor shall furnish the City with current Certificates of Insurance setting forth the insurance policies in force along with coverage limits required for each coverage item listed above. The Certificates of Insurance shall also state any deductibles or self-insured retentions that apply on the policy.

C. The Contractor shall place insurance with insurers with a Best's rating no less than A, or equivalent, and a financial size no less than Class XIII. In the event of cancellation or

non-renewal by the professional liability insurer, the Contractor shall either ensure that continuity of coverage will be maintained by preserving the retroactive date or shall notify the City and at the option of the City exercise the extended reporting provision of the professional liability policy in order to ensure extension of coverage for one year beyond expiration of the policy for claims which occur between the date of execution of this Agreement and the date of the expiration of the policy which are made during the extended reporting term.

D. The City of Milwaukee is to be an additional insured on the policies referenced in Sections A.2, A.3, and A.4, above.

E. If any portion of the Contract requires the use of subcontractors, the Contractor must ensure that the subcontractor certifies to the identical insurance coverage types and amounts.

F. Certificates of insurance must be provided to the City Attorney prior to the effective date of the Contract.

G. All certificates of insurance are to stipulate that 30 days written notice of non-renewal/termination will be provided to the City.

H. Automobile coverage verification is required only if vehicles will be used by the Contractor in providing the required service to the City.

I. In the event of a change of professional liability carriers during the term of Contract, coverage is to be provided retroactive to the date of the Contract.

J. At the expiration or termination of the Contract, City is to be provided with options at its expense to purchase an extended discovery period of up to 24 months.

XI.

INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. All collection activities on behalf of the City shall be conducted under the exclusive supervision and control of the Contractor. Contractor represents that Contractor will secure at Contractor's own expense all personnel required in performing the services under this Contract. Contractor and all subcontractors, if any, shall provide to the City an affidavit or other satisfactory proof which the City may require evidencing the Contractor and all subcontractors that may be utilized under this Contract have obtained worker's compensation insurance for all persons performing work or service under the Contract or subcontract as is required by the Worker's Compensation Act of the State of Wisconsin.

XII.

DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract there (1) will not be any discrimination against any employee or applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories.

B. No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The City and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be

binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Contractor agrees that it will comply with all applicable requirements of the Americans With Disability Act of 1990, 42 U.S.C. § 12101, *et seq.*

XIII.

CONFLICTS OF INTEREST

A. Interest in Contract. No officer, employe or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

B. Interest of Other Local Public Officials. No member of the governing body of a locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract shall have any personal interest, direct or indirect, in this Contract.

C. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract. Any conflict of interest on the part of the Contractor shall be disclosed to the City. In the event the Contractor has a conflict of interest which does not permit Contractor to represent the City in connection with any claim for collection, Contractor shall notify the City and shall provide the City with all records and reports relating to same.

D. Contractor shall, in the event of a conflict of interest, subcontract the City's claim and the Contractor and the subcontractor shall be responsible under the same terms and conditions of this Contract and the Standard Operating Procedures.

E. Contractor covenants that Contractor shall not undertake representation of any person in connection with any claim, proceeding, lawsuit or other matter against the City during the term of this Agreement.

XIV.

AUDITS AND INSPECTIONS

A. At any time during normal business hours and as often as the City may deem necessary, there shall be made to the City for examination all of Contractor's records with respect to all matters covered by this Contract. Contractor will permit representatives of the City's Comptroller to audit, examine and make excerpts or transcripts from such records and to make audits of all data relating to matters covered by this Contract.

B. The Contractor shall commission an annual independent audit in accordance with the requirements established by the City Comptroller. The City shall share on an equal basis annual audit costs in excess of \$25,000.00 to a maximum of \$12,500.00. If the Contractor subcontracts, the audit shall include the subcontractor. Copies of all audits shall be provided by the Contractor to the City Comptroller and the City Attorney.

XV.

EMERGING BUSINESS ENTERPRISE REQUIREMENT

1. The Contractor agrees to assign 25% of the claims referred by the City to the Contractor to an emerging business enterprise, either through subcontracts or by utilizing collection personnel supplied by an EBE agency, in satisfaction of the emerging business enterprise participation goals described in sec. 360-06, Milwaukee Code of Ordinances.

2. During the course of this contract, upon request of the City, the Contractor will contact City-certified emerging business enterprises that provide legal and/or paralegal services,

in order to assist the Contractor to increase its emerging business enterprise participation. The Contractor is aware that the goal of this contract is 18% emerging business enterprise participation and will use its best efforts to obtain the target participation goal.

3. The parties acknowledge that these provisions apply even though the City intends to repeal its EBE program and replace it with a Small, Woman, and Minority Business Enterprise Program after the effective date of this Contract. Should the Contractor require substitution or addition of an EBE during the course of this Contract, the City shall provide a list of City-certified Small Business Enterprises.

XVI.

NOTICES, APPROVALS AND REFERENCES

A. Any and all notices shall be in writing and deemed served upon depositing the same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the Contractor at:

and to the City at:

City of Milwaukee
Office of the City Attorney
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

B. Except as otherwise specifically stated herein, all notices, approvals and references on behalf of the City shall be given by the Office of the City Attorney.

XVII.

PROMPT PAYMENT

It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of a properly completed invoice supporting payment and other required documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of 1% per month, (unless the amount is subject to a good-faith dispute, and before the 45th day after receipt of such invoice, notice of the dispute is sent to the Contractor in accordance with the notice provisions in the contract). If there are subcontractors, consistent with sec. 66.0135(5), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the prime contractor's receipt of payment from the city, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the prime contractor fails to make timely payment to a subcontractor, the prime contractor shall pay interest at the rate of 12% per year, compounded monthly, beginning with the eighth calendar day. Reference Common Council File No. 101137, adopted January 2011.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 2011.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

Mayor

City Clerk

COUNTERSIGNED:

Comptroller

IN THE PRESENCE OF:

KOHN LAW FIRM, S.C.

11/04/11
1049-2011-1606/175042



City of Milwaukee Fiscal Impact Statement

A

Date 11/14/2011 **File Number** FN 110929 ☒ **Original** ☐ **Substitute**
Subject Resolution authorizing the proper City officers to enter into a contract for the collection of receivables.

B

Submitted By (Name/Title/Dept./Ext.) Linda Uliss Burke, Deputy City Attorney, ext. 2601

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**
- | | |
|--|--|
| <input type="checkbox"/> Department Account | <input type="checkbox"/> Contingent Fund |
| <input type="checkbox"/> Capital Projects Fund | <input checked="" type="checkbox"/> Special Purpose Accounts |
| <input type="checkbox"/> Debt Service | <input type="checkbox"/> Grant & Aid Accounts |
| <input type="checkbox"/> Other (Specify) _____ | |

E

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	To fund City Receivables Collection Contract	\$300,000.00	\$0.00
		\$0.00	\$0.00
Other		\$0.00	\$0.00
		\$0.00	\$0.00
TOTALS		\$300,000.00	\$ 0.00

F**Assumptions used in arriving at fiscal estimate.** Prior experience. _____**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.** Adoption of this file authorized already budgeted expenditures. _____**J****This Note** ☐ Was requested by committee chair.



Legislation Details (With Text)

File #: 110884 **Version:** 0

Type: Communication-Report **Status:** In Committee

File created: 11/2/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the City Attorney relative to expenditures from the Outside Counsel/Expert Witness Fund Special Purpose Account.

Sponsors: THE CHAIR

Indexes: CITY ATTORNEY, CONSULTANTS, LITIGATION

Attachments: Retention of Boardman Law Firm, Retention of Dr Rawski, Report, Itemization of 2011 expenditures, 2011 Outside Counsel Report, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/16/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number
110884
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

Communication from the City Attorney relative to expenditures from the Outside Counsel/Expert Witness Fund Special Purpose Account.

Requestor

Drafter
City Atty.
bw
10/14/11

GRANT F. LANGLEY
City Attorney

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



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JEREMY R. MCKENZIE
Assistant City Attorneys

October 13, 2011

Alderman Ashanti Hamilton, Chair
Judiciary & Legislation Committee
City Hall – Room 205

Re: Retention of Outside Counsel

Dear Alderman Hamilton:

Pursuant to Common Council FN 030083 adopted on May 13, 2003 requiring the Judiciary & Legislation Committee be notified in writing of the retention of any expert whose compensation is expected to exceed \$10,000, I am reporting the following.

Our office has retained the services of Boardman Law Firm to represent the City before the Wisconsin Public Service Commission (PSC) in any proceeding, including any appeal from a decision or ruling of the PSC, concerning the Milwaukee Street Car Project, and to provide legal advice and assistance concerning the project as needed. Payments under this contract are not to exceed \$30,000.00.

Very truly yours,


GRANT F. LANGLEY
City Attorney

GFL:bw
#174443

GRANT F. LANGLEY
City Attorney

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October 3, 2011

Alderman Ashanti Hamilton, Chair
Judiciary & Legislation Committee
City Hall – Room 205

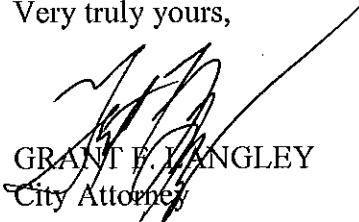
Re: Retention of Expert

Dear Alderman Hamilton:

Pursuant to Common Council FN 030083 adopted on May 13, 2003 requiring the Judiciary & Legislation Committee be notified in writing of the retention of any expert whose compensation is expected to exceed \$10,000, I am reporting the following.

Our office has retained the services of the Dr. Robert Rawski, a forensic expert to provide forensic psychiatric expert services in the matter of Ronald Carter, et al. v. Officer Joseph Merrill, et al., Case No. 10-C-0396. Payments under this contract are not to exceed \$25,000.00.

Very truly yours,


GRANT F. LANGLEY
City Attorney

GFL:bw
#174239

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

GRANT F. LANGLEY
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JEREMY R. MCKENZIE
Assistant City Attorneys

October 19, 2011

Alderman Ashanti Hamilton, Chair
Judiciary & Legislation Committee
City Hall – Room 205

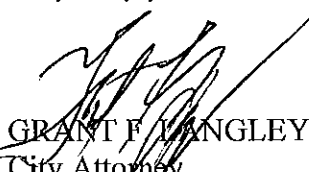
Re: Retention of Outside Counsel

Dear Alderman Hamilton:

Pursuant to Common Council FN 030083 adopted on May 13, 2003 requiring the Judiciary & Legislation Committee be notified in writing of the retention of any expert whose compensation is expected to exceed \$10,000, I am reporting the following.

Our office has retained the services of Reinhart, Boerner, Van Deuren, S.C. to provide legal services and representation to the City as needed relative to reviewing legal issues concerning pension benefits that have arisen as a result of 2011 Wisconsin Act 10, pursuant to Common Council File No. 110875. Payments under this contract are not to exceed \$25,000.

Very truly yours,



GRANT F. LANGLEY
City Attorney

GFL:bw
#174723

GRANT F. LANGLEY
City Attorney

RUDOLPH M. KONRAD
LINDA ULISS BURKE
VINCENT D. MOSCHELLA
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JEREMY R. MCKENZIE
MARY L. SCHANNING
Assistant City Attorneys

November 16, 2011

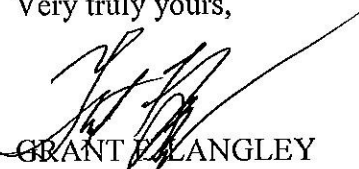
Alderman Ashanti Hamilton, Chair
Judiciary & Legislation Committee
City Hall – Room 205

Re: Expenditures for Outside Counsel and Experts

Dear Alderman Hamilton:

Pursuant to Common Council FN 030083, I am enclosing for your information an itemization of 2011 expenditures posted year-to-date from the Outside Counsel/Expert Witness Fund Special Purpose Account. Please contact me if you have any questions.

Very truly yours,


GRANT F. LANGLEY
City Attorney

Enclosures
GFL:bgw
#175560

2011 OUTSIDE COUNSEL/EXPERT WITNESS YEAR-TO-DATE-EXPENDITURES
November 16, 2011

Account	Dept	Class	Amount	Vendor Name	Case or Matter	Ref	Year
634005	1490	S157	1,836.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	1,596.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	1,659.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	1,881.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	1,602.00	BLOCK, PETE	JUDE V. CITY	2010	2011
634005	1490	S157	1,737.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	1,596.00	BLOCK, PETE	ADJ TO PO 0000132314	2010	2011
634005	1490	S157	(1,596.00)	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	1,518.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	69.00	BLOCK, PETE	JUDE V. CITY	2010	2011
634005	1490	S157	1,893.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	1,998.00	BLOCK, PETE	JUDE V. CITY	2010	2011
634005	1490	S157	1,857.00	BLOCK, PETE	JUDE V. CITY	2010	2011
634005	1490	S157	1,476.00	BLOCK, PETE	JUDE V. CITY	2010	2011
634005	1490	S157	1,992.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	1,902.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	1,785.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	1,920.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	2,055.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	1,596.00	BLOCK, PETE	ADJ TO 01066527	2011	2011
634005	1490	S157	(1,596.00)	BLOCK, PETE	ADJ TO 01066527	2010	2011
634005	1490	S157	1,830.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	2,457.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	535.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	1,490.00	BLOCK, PETE	JUDE V. CITY	2011	2011
634005	1490	S157	1,875.00	BLOCK, PETE	JUDE V. CITY	2011	2011
			36,963.00	Total			

2011 OUTSIDE COUNSEL/EXPERT WITNESS YEAR-TO-DATE-EXPENDITURES
November 16, 2011

Account	Dept	Class	Amount	Vendor Name	Case or Matter	Ref	Year
634005	1490	S157	3,350.04	BOARDMAN, SUHR, CURRY & FIELD	MILW. STREET CAR PROJECT	2011	2011
			3,350.04	Total			
634005	1490	S157	9,018.75	EB JACOBS	EXPERT WITNESS (JUDE v. CITY)	2011	2011
634005	1490	S157	15,981.25	EB JACOBS	EXPERT WITNESS (JUDE v. CITY)	2011	2011
634005	1490	S157	29,425.00	EB JACOBS	EXPERT WITNESS (JUDE v. CITY)	2011	2011
			54,425.00	Total			
634005	1490	S157	289.42	GRZECA LAW GROUP	QADAH, DIAB	2011	2011
634005	1490	S157	10.01	GRZECA LAW GROUP	KHUBBAR, MANJEET	2011	2011
634005	1490	S157	166.86	GRZECA LAW GROUP	QADAH, DIAB	2011	2011
634005	1490	S157	9.79	GRZECA LAW GROUP	KHUBBAR, MANJEET	2011	2011
634005	1490	S157	200.75	GRZECA LAW GROUP	QADAH, DIAB	2011	2011
			676.85	Total			
634005	1490	S157	65.00	GUNTA REAK	JACOBY v. DUDLEY	2011	2011
634005	1490	S157	2,256.10	GUNTA REAK	JUDE v. CITY (BELMORE)	2011	2011
634005	1490	S157	(2,256.10)	GUNTA REAK	ADJ TO PO 0000126445	2011	2011
634005	1490	S157	2,256.10	GUNTA REAK	Jude v. City	2009	2011
634005	1490	S157	158.75	GUNTA REAK	JUDE v. CITY (BELMORE)	2010	2011
634005	1490	S157	2,076.25	GUNTA REAK	JUDE v. CITY (BELMORE)	2010	2011
634005	1490	S157	4,717.90	GUNTA REAK	JACOBY v. DUDLEY	2010	2011
634005	1490	S157	844.60	GUNTA REAK	Jacoby v. Dudley	2010	2011
634005	1490	S157	1,167.50	GUNTA REAK	Jacoby v. Dudley	2010	2011
634005	1490	S157	1,128.50	GUNTA REAK	JACOBY v. DUDLEY	2011	2011
634005	1490	S157	25.85	GUNTA REAK	Jude v. City	2011	2011
634005	1490	S157	1,306.65	GUNTA REAK	Jude v. City	2009	2011
634005	1490	S157	414.50	GUNTA REAK	Jude v. City	2009	2011
634005	1490	S157	4,577.15	GUNTA REAK	JACOBY v. DUDLEY	2011	2011
634005	1490	S157	282.10	GUNTA REAK	JACOBY v. DUDLEY	2010	2011

2011 OUTSIDE COUNSEL/EXPERT WITNESS YEAR-TO-DATE-EXPENDITURES
November 16, 2011

Account	Dept	Class	Amount	Vendor Name	Case or Matter	Ref	Year
634005	1490	S157	1,248.65	GUNTA REAK	Jude v. City	2011	2011
634005	1490	S157	1,934.75	GUNTA REAK	JACOBY v. DUDLEY	2011	2011
634005	1490	S157	389.00	GUNTA REAK	JACOBY v. DUDLEY	2011	2011
634005	1480	S157	3,038.75	GUNTA REAK	Jude v. City	2011	2011
634005	1490	S157	49.25	GUNTA REAK	JACOBY v. DUDLEY	2011	2011
634005	1490	S157	279.75	GUNTA REAK	JUDE v. CITY (BELMORE)	2010	2011
634005	1490	S157	209.00	GUNTA REAK	JACOBY v. DUDLEY	2011	2011
634005	1490	S157	5,023.15	GUNTA REAK	Jude v. City	2011	2011
634005	1490	S157	8,071.63	GUNTA REAK	JUDE v. CITY (BELMORE)	2010	2011
634005	1490	S157	2,702.05	GUNTA REAK	Jude v. City	2011	2011
634005	1490	S157	2,375.30	GUNTA REAK	JACOBY v. DUDLEY	2011	2011
			44,342.13	Total			
634005	1490	S157	401.50	HARLEY, GREG	Haas v COM trial testimony	2011	2011
			401.50	Total			
634005	1490	S157	3,026.60	HAYES, THOMAS	OUTSIDE CONSULTANT	2011	2011
634005	1490	S157	2,175.66	HAYES, THOMAS	OUTSIDE CONSULTANT	2011	2011
634005	1490	S157	895.94	HAYES, THOMAS	OUTSIDE CONSULTANT	2010	2011
634005	1490	S157	2,952.60	HAYES, THOMAS	OUTSIDE CONSULTANT	2011	2011
			9,050.80	Total			
634005	1490	S157	2,425.50	MICHAEL BEST	BOZA Appeals Case No. 28710	2010	2011
634005	1490	S157	2,649.50	MICHAEL BEST	BOZA Appeals Case No. 28710	2011	2011
634005	1490	S157	517.50	MICHAEL BEST	BOZA Appeals Case No. 28710	2010	2011
634005	1490	S157	713.56	MICHAEL BEST	BOZA Appeals Case No. 28710	2011	2011
634005	1490	S157	5,075.00	MICHAEL BEST	BOZA Appeals Case No. 28710	2011	2011
			11,381.06	Total			
634005	1490	S157	1,500.00	NAHMUD, SHELDON	METROPOLITAN ASSOC V COM	2011	2011
			1,500.00	Total			

2011 OUTSIDE COUNSEL/EXPERT WITNESS YEAR-TO-DATE-EXPENDITURES
November 16, 2011

Account	Dept	Class	Amount	Vendor Name	Case or Matter	Ref	Year
634005	1490	S157	16,668.75	RAWWSKI, ROBERT	EXPERT WITNESS (JUDE v. CITY)	2011	2011
634005	1490	S157	8,331.25	RAWWSKI, ROBERT	EXPERT WITNESS (JUDE v. CITY)	2011	2011
634005	1490	S157	28,493.75	RAWWSKI, ROBERT	EXPERT WITNESS (JUDE v. CITY)	2011	2011
			53,493.75	Total			
634005	1490	S157	40,600.00	SEIBEL LAW OFFICES	U.S. Oil v. City Appeal	2011	2011
634005	1490	S157	175.00	SEIBEL LAW OFFICES	U.S. Oil v. City Appeal	2010	2011
634005	1490	S157	1,137.50	SEIBEL LAW OFFICES	U.S. Oil v. City Appeal	2010	2011
634005	1490	S157	1,102.50	SEIBEL LAW OFFICES	U.S. Oil v. City Appeal	2011	2011
634005	1490	S157	15,590.00	SEIBEL LAW OFFICES	U.S. Oil v. City Appeal	2010	2011
634005	1490	S157	9,400.00	SEIBEL LAW OFFICES	U.S. Oil v. City Appeal	2011	2011
634005	1490	S157	7,782.50	SEIBEL LAW OFFICES	U.S. Oil v. City Appeal	2011	2011
634005	1490	S157	15,925.00	SEIBEL LAW OFFICES	U.S. Oil v. City Appeal	2011	2011
634005	1490	S157	4,322.50	SEIBEL LAW OFFICES	U.S. Oil v. City Appeal	2011	2011
634005	1490	S157	962.50	SEIBEL LAW OFFICES	U.S. Oil v. City Appeal	2011	2011
			96,997.50	Total			
634005	1490	S157	303.75	WEBER, ROBERT	GRABOWSKI V VOLKERT	2011	2011
634005	1490	S157	168.75	WEBER, ROBERT	LOGAN V HAGEN	2011	2011
			472.50	Total			
			313,054.13	Grand Total			

NOTICES SENT TO FOR FILE 110884:

[illegible]



Legislation Details (With Text)

File #: 110907 **Version:** 0
Type: Communication-Report **Status:** In Committee
File created: 11/2/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE
On agenda: **Final action:**
Effective date:

Title: Communication from the City Attorney relating to semiannual reports as to the determination and disposition of all claims pending and closed and litigation matters closed through June 30, 2011.
Sponsors: THE CHAIR
Indexes: CITY ATTORNEY, CLAIMS, LITIGATION, REPORTS AND STUDIES
Attachments: Cover Letter, Report, 110907

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		

Number
110907
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

Communication from the City Attorney relating to semiannual reports as to the determination and disposition of all claims pending and closed and litigation matters closed through June 30, 2011.
Requestor

Drafter
City Attorney
bw
10/25/11

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
DANIELLE M. BERGNER
CHRISTINE M. QUINN
MARGARET C. DAUN
JEREMY R. MCKENZIE
Assistant City Attorneys

October 25, 2011

Alderman, Ashanti Hamilton, Chair
Judiciary and Legislation Committee
City Hall – Room 205

Re: Semi-Annual Claims & Litigation Reports

Dear Alderman Hamilton:

Pursuant to your letter of June 9, 2005 and Section 304-7, Milw. Code of Ordinances, ss. 2(1) requesting the submission of semi-annual reports as to the determination and disposition of all claims filed during the preceding period, the following reports are being submitted for the Committee's review. The first report *Semi-Annual Report of Claims Closed and Pending from January 1, 2011 through June 30, 2011* lists the following information:

Total number of claims pending - 901
Total number of claims closed - 368
Total amount of claims denied - 115
Total amount of settlements - \$187,108.93

Also, attached is the *Semi-Annual Report of Litigation Closed and Pending from January 1, 2011 through June 30, 2011* that lists the following information:

Total number of cases pending - 491
Total number of cases closed - 299
Total number of cases closed without payment - 288
Total number of cases settled - 12
Total amount of settlements - \$585,102.41
Total amount of settlements against the City - \$551,918.68
Total number of settlements against the City - 10
Total amount of settlements for the City - \$33,183.73
Total number of settlements for the City - 2

OFFICE OF THE CITY ATTORNEY

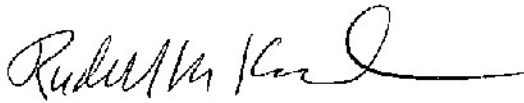
Milwaukee City Hall Suite 800 • 200 East Wells Street • Milwaukee, Wisconsin 53202-3551 • Telephone: 414.286.2601 • TDD: 414.286.2025 • Fax: 414.286.8550

Ald. Ashanti Hamilton
October 25, 2011
Page 2

Total number of cases resulting in judgments - 3
Total amount of judgments - \$73,638.60
Total number of judgments against the City - 0
Total number of judgments for the City - 3
Total amount of judgments for the City - 73,638.60

Please feel free to contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Grant F. Langley", with a stylized flourish at the end.

GRANT F. LANGLEY
City Attorney

GFL:bw
#174315

Litigation Judgments & Settlements - Jan 1 thru June 30, 2011

(Area of Law: "Litigation", "Litigation - Appeal", "Litigation - Real Estate Tax Collection", "Administrative Proceedings") and (Matters Damages Date Paid >= 1/1/11 and Matters Damages Date Paid <= 6/30/11 or Judgment Date >= 1/1/2011 and Judgment Date <= 6/30/2011) and (Judgment Amount > 0 or Settlement Amount > 0)

Matter Description	Date Paid	Settlement Amount	Settlement Against City/Client?	Settlement for City/Client?	Judgment Amount	Judgment Against City/Client?	Judgment for City/Client?
Staunter, Brittany M.; Kearns, Madora; Kearns, Donald v. Ferguson, Tara M.; City of Milwaukee; United Healthcare Insurance Company	11/19/2010	20,000.00	Y / N	N / N	0.00	N / N	N / N
Vehicle Accident - Bodily Injury							
Wirth, Dora L. v. American Family Mutual Insurance Company; Dairyland Insurance Company; Caseres, Carlos E; City of Milwaukee		20,512.59	N / N	N / N	0.00	N / N	N / N
Workers Compensation - Subrogation							
Joseph, Yaasmeen; United Healthcare Services v. Milwaukee Public Schools; Employers Insurance Company of Wausau		9,000.00	N / Y	N / N	0.00	N / N	N / N
Bodily Injury - Other							
Franklin, Frederick v. MIBSD	12/8/2010	22,700.00	N / Y	N / N	0.00	N / N	N / N
Jackson, Zoe R. v. American Family Mutual Insurance Company; Stewart, Marlene; City of Milwaukee; Compare Health Services Insurance Corporation		12,671.14	N / N	N / N	0.00	N / N	N / N
Workers Compensation - Subrogation							
U.S. Venture, Inc. f/k/a U.S. Oil Co., Inc. v. City of Milwaukee	4/20/2011	216,668.68	N / Y	N / N	0.00	N / N	N / N
2006, 2007, 2008 Tax Assessments							
Tax Assessment							
Shockley, Lachelle R.; Managed Health Services, Inc. Corporation v. Myles, Stead F.; City of Milwaukee	1/14/2011	4,000.00	Y / N	N / N	0.00	N / N	N / N
Vehicle Accident - Bodily Injury							
Horton, Bertie; Smith, Marcus v. Leavitt,	6/27/2010	255,000.00	Y / N	N / N	0.00	N / N	N / N

Litigation Judgments & Settlements - Jan 1 thru June 30, 2011

(Area of Law = "Litigation"; Litigation = appeal; "Litigation" = Real Estate Tax Collection; Administrative proceedings) and (MattersDamages.Date Paid >= 1/1/11 and MattersSettlements.Date Paid <= 6/30/11 for Judgment date >= 1/1/2011 and Judgment date <= 6/30/2011) and (JudgmentAward Amount > 0 or Settlement Amount > 0)

<u>Matter Description</u>	<u>Date Paid</u>	<u>Settlement Amount</u>	<u>Settlement Against City/Client?</u>	<u>Settlement for City/Client?</u>	<u>Judgment Amount</u>	<u>Judgment Against City/Client?</u>	<u>Judgment for City/Client?</u>
Michael, Sec'y of the Department of Health & Human Services; J.W. Hutton, Inc.; Hernandez, Ricardo G.; City of Milwaukee							
Vehicle Accident - Bodily Injury							
Sajan, Makbul v. Tempertly, Timothy; Roberts, Ronald; City of Milwaukee; Petroleum Equipment, Inc.; Petroleum Construction Service, Inc. 5100 West Baurlegh Street		0.00	N / N	N / N	200532427	N / N	
Demolition							
Property Damage Municipal Services							
Goodman, Angela v. City of Milwaukee; Dills, Gentle; et al.	2/15/2011	5,000.00	Y / N	N / N	0.00	N / N	N / N
Vehicle Accident - Bodily Injury							
Vehicle Accident - Property Damage							
Raines, Neil T.; Liberty Mutual Insurance Company v. City of Milwaukee; Henry, Bisha Jr.	4/28/2011	39,000.00	Y / N	N / N	0.00	N / N	N / N
Vehicle Accident - Bodily Injury							
Baker, Benita L.; United HealthCare Insurance Company v. City of Milwaukee; City of Milwaukee Police Department; Porter, Sherri L.	11/12/2010	33,000.00	Y / N	N / N	0.00	N / N	N / N
Vehicle Accident - Bodily Injury							
Payne, Kenneth v. Rodriguez, Trinidad; Kobelinski, Brian	1/14/2011	750.00	Y / N	N / N	0.00	N / N	N / N
Police - Excessive Force							
Royster, Deangelo v. City of Milwaukee	3/8/2011	12,000.00	Y / N	N / N	0.00	N / N	N / N
Vehicle Accident - Bodily Injury							
Vehicle Accident - Property Damage							

Excluded

Litigation Judgments & Settlements - Jan 1 thru June 30, 2011

(Area of Law = "Litigation", Litigation - appeal, "Litigation - Real Estate Tax Collection", Administrative proceedings) and (Matters Damages, Date Paid >= 1/1/11 and Matters Damages, Date Paid <= 6/30/11 or Judgment date >= 1/1/2011 and Judgment date <= 6/30/2011) and (Judgment/Award Amount > 0.00 or Settlement Amount > 0)

Matter Description	Date Paid	Settlement Amount	Settlement Against City/Client?	Settlement for City/Client?	Judgment Amount	Judgment Against City/Client?	Judgment for City/Client?
Stanis, Ronald C. v. City of Milwaukee "Sign Ordinance"	12/1/2010	12,759.25	Y / N	N / N	0.00	N / N	N / N
Declaratory Relief							
Injunctive Relief							
Civil Rights - Freedom of Speech							
Redmond, Tiffani M.		0.00	/	/	2,668.06	/	
Housing - Money Claim							
Allstate Insurance Company (As person, Eric, insured) v. City of Milwaukee	6/9/2011	4,000.00	Y / N	N / N	0.00	N / N	N / N
Vehicle Accident - Property Damage							
Garza, Rinalda v. City of Milwaukee, Schynick, Erik	6/20/2011	6,500.00	Y / N	N / N	0.00	N / N	N / N
Vehicle Accident - Bodily Injury							
Vehicle Accident - Property Damage							
Williams, Tanisha K.		0.00	/	N / N	2,668.06	/	
Collection - Rent							
Total Cases: 19							

Total Settlement Amount: 673,561.66

Total Judgment Amount: 73,638.60

- 88,459.25 (Excluded)
 585,102.41 (Total Settlements)
 - 33,183.73 (For City)
 551,918.68 (Against City)

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

Status = 'Closed' and Status Date >= Ask User ('Status Date' ?) and Status Date <= Ask User ('Status Date' ?) and Area of Law = 'Claims' and (do not include Client Sort = 'Milwaukee Board of School Directors', 'Milwaukee Public Schools') and (do not include claim subject = 'assessment problems', 'assessment problems-74.35', 'assessment problems-74.37')

Claimant

Department

Claim Subject

Money Demand

Claim Denied

Settlement Amount

Claim Tendered

No Proper Claim

Claim to Litigation

Category:

Arps, Jill L.	Parking (DPW)	Bodily Injury - Other	0.00		0.00	Y		
Arps, Jill L.	Parking (DPW)	Bodily Injury - Other	0.00		0.00	Y		
Rogers, Bernadine	Department of Neighborhood Services	Property Damage - Other	600.00	Y	0.00			
Rogers, Bernadine	Department of Neighborhood Services	Property Damage - Other	600.00	Y	0.00			
Rogers, Bernadine	Department of Neighborhood Services	Property Damage - Other	6,250.00	Y	0.00			
Rogers, Bernadine	Department of Neighborhood Services	Property Damage - Other	6,250.00	Y	0.00			
Tomczyk, Daniel	Infrastructure Services Division	Vehicle Damage - Road Defect	474.87	Y	0.00	N	N	N
Totals: 7			14,174.87		0.00			

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

Status = 'Closed' and Status Date >= Ask User (Status Date ?) and Status Date <= Ask User (Status Date ?) and Area of Law = 'Claims' and (do not include Client Sort = 'Milwaukee Board of School Directors', Milwaukee Public Schools) and (do not include claim subject = 'assessment problems', 'assessment problems-74.35', 'assessment problems-74.37')

Claimant

Department

Claim Subject

Money Demand

Claim Denied

Settlement Amount

Claim Tendered

No Proper Claim

Litigation

Category: Large Claim

Albritton, Mary L.	Police Department	Police - False Arrest	1,000,000.00	N	0.00	N	N	N
Albritton, Mary L.	Police Department	Police - False Arrest	1,000,000.00	N	0.00	N	N	N
Albritton, Mary L.	Police Department	Police - False Arrest	1,000,000.00	N	0.00	N	N	N
Alcala, Hipolito	Police Department	Police-Other	0.00	N	0.00	N	N	N
Anderson, Jr., Leman	Police Department	Bodily Injury - Other	0.00	N	0.00	N	N	N
Avery, William	Police Department	Police-Other	10,000,000.00	N	0.00	N	N	Y
Babler, Bryan	Police Department	Police - Excessive Force	250,000.00	N	0.00	N	N	N
Bian, John J.	Police Department	Bodily Injury - Other	300,000.00	N	0.00	N	N	N
Bian, John J.	Police Department	Bodily Injury - Other	300,000.00	N	0.00	N	N	N
Blankenheim, Robert	Police Department	Police - Excessive Force	0.00	N	0.00	N	N	N
Bond, Paul A.	Police Department	Police - Excessive Force	5,000,000.00	N	0.00	N	N	N
Bontempo, Vicky	Police Department	Police-Other	100,000.00	Y	5,000.00	N	N	N
Burdue, Louise	Infrastructure Services Division	Property Damage - Other	11,000.00	Y	0.00	N	N	N
Carthen, Reginald O.	Police Department	Vehicle Accident City - Uninsured Motor	300,000.00	N	0.00	N	N	N
Chapman, Alonzo & Dawn	Milwaukee Fire Department	Vehicle Accident City - Uninsured Motor	0.00	N	0.00	N	N	N
Chmielewski, John J.	Infrastructure Services Division	Other	7,350.00	N	0.00	Y	N	N

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

Status = 'Closed' and Status Date >= Ask User (Status Date ?) and Status Date <= Ask User (Status Date ?) and Area of Law = 'Claims' and (do not include Client Sort = Milwaukee Board of School Directors', 'Milwaukee Public Schools') and (do not include claim subject = 'assessment problems', 'assessment problems', '74.35', 'assessment problems', '74.37')

<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Choate, Scott	Police Department	Police - Excessive Force	0.00	N	0.00	N	N	N
Clay, Jessie	Police Department	Police - Excessive Force	0.00	N	0.00	N	N	N
Cotton, Keavin	Police Department	Police - Excessive Force	0.00	N	0.00	N	N	N
Daniels, Tony	Police Department	Vehicle Accident City - Uninsured Motor	0.00	N	0.00	N	N	N
Davis, Bettie	Police Department	Police - Property Damage	1,500,000.00	N	0.00	N	N	N
Davis, Bettie	Police Department	Police - Property Damage	1,500,000.00	N	0.00	N	N	N
Davis, Crystal F.	Police Department	Police - Excessive Force	2,000,000.00	N	0.00	N	N	N
Decker, Bard	Police Department	Police-Other	50,000.00		0.00			
Diggs, Tyrone	Infrastructure Services Division	Vehicle Damage - Road Defect	5,645.83	Y	0.00	N	N	N
DRS Technologies, Inc.	Infrastructure Services Division	Sewer Backup - Flood	22,000,000.00	N	0.00	N	N	Y
Estate of Henry William Patrick Wittbrodt III	Police Department	Other	110,000.00	N	0.00	N	N	N
Estate of John Konaha	Police Department	Other	10,000,000.00	N	0.00	N	N	N
Ewing, Lucille	Police Department	Police - Excessive Force	7,220.00	N	0.00	N	N	N
Franklin, Ronald	Infrastructure Services Division	Slip and Fall - Sidewalk/Road Defect	0.00	Y	0.00	N	N	N
Gray, Robert	Police Department	Police - Lost Property	6,884.00	N	284.60	N	N	N
Hernandez, Priscilla	Police Department	Bodily Injury - Other	0.00	N	0.00	N	N	N

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

Status = 'Closed' and Status Date >= Ask User ('Status Date') and Status Date <= Ask User ('Status Date') and Area of Law = 'Claims' and (do not include Client Sect = 'Milwaukee Board of School Directors', 'Milwaukee Public Schools') and (do not include claim subject = 'assessment problems', 'assessment problems-74.35', 'assessment problems-74.37')

<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Hernandez, Priscilla	Police Department	Bodily Injury - Other	0.00	N	0.00	N	N	N
Kemp, Charles	Police Department	Other	50,000.00	N	0.00	N	N	N
Kissner, Yvonne	Police Department	Police-Other	250,000.00		0.00			
Koesterling, Gregory	Police Department	Employee Civil Rights Issue	0.00	N	0.00	N	N	N
Kraucunas, Kenneth	Police Department	Police - Excessive Force	1,000,000.00	N	0.00	N	N	N
Kraucunas, Kenneth	Police Department	Police - Excessive Force	1,000,000.00	N	0.00	N	N	N
Kurzynski, David	Police Department	Vehicle Accident City - Uninsured Motor	0.00	N	0.00	N	N	N
Kuykendoll, Joe	Police Department	Police-Other	2,780.00	Y	0.00	N	N	N
Lugo, Randy	Police Department	Police - Excessive Force	5,000,000.00	N	0.00	N	N	N
Maederer, Jessica	Police Department	Other	350,000.00	N	0.00	N	N	N
Malo, Hugh David	Infrastructure Services Division	Bodily Injury - Other	390,000.00	Y	0.00	N	N	N
Markowski, Nan	Infrastructure Services Division	Trip and Fall - Sidewalk Defect	15,000.00	Y	0.00	N	N	N
McGowan, Joseph D.	Police Department	Bodily Injury - Other	0.00	N	0.00	N	N	N
McGowan, Joseph D.	Police Department	Bodily Injury - Other	0.00	N	0.00	N	N	N
McGowan, Joseph D.	Police Department	Bodily Injury - Other	0.00	N	0.00	N	N	N
Meinecke, Timothy M.	Police Department	Vehicle Accident City - Uninsured Motor	300,000.00	N	0.00	N	N	N

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

Status = 'Closed' and Status Date >= Ask User ('Status Date'?) and Status Date <= Ask User ('Status Date'?) and Area of Law = 'Claims' and (do not include Client Sort = 'Milwaukee Board of School Directors', 'Milwaukee Public Schools') and (do not include claim subject = 'assessment problems', 'assessment problems-74.32', 'assessment problems-74.37')

<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Mello, Roberta	Towing Operations - DPW	Vehicle Damage - Other	9,830.09	N	9,969.44	N	N	N
Midwest Fiber Networks	Infrastructure Services Division	Property Damage - Other	23,490.00	Y	0.00			
Milwaukee Police Association	Police Department	Police-Other	50,000.00		0.00			
Moua, Koua	Police Department	Police - Excessive Force	10,000,000.00	N	0.00	N	N	N
Padgett, Natasha	Police Department	Vehicle Accident City - Uninsured Motor	300,000.00		0.00			
Pekrun, Matthew R.	Police Department	Police - Excessive Force	3,450,000.00	N	0.00	N	N	N
Pelkey, Tom	Police Department	Police - False Arrest	25,300.00	N	0.00	N	N	N
Phillips, Alicia	Police Department	Police - False Arrest	200,000.00	N	0.00	N	N	N
Pitts, Edmond	Police Department	Police - Excessive Force	500,000.00	N	0.00	N	N	N
Putz, Nastassia	Water Works	Slip and Fall - Maintenance	0.00	Y	0.00	N	N	Y
Ramage, David	Police Department	Police - False Arrest	10,000,000.00	N	0.00	N	N	N
Robinson, Joyce	Infrastructure Services Division	Vehicle Damage - Road Defect	5,445.10	Y	0.00	N	N	N
Sallis, Arthur	Police Department	Police - Excessive Force	50,000.00	N	0.00	N	N	N
Sanchez Wittbrodt, Lisa	Police Department	Other	350,000.00	N	0.00	N	N	N
Schoof, John & Kim	Infrastructure Services Division	Sewer Backup - Maintenance	14,409.63	Y	0.00			
Sendejo, Carmen	Municipal Court	Bodily Injury - Other	83,455.00	N	0.00	N	N	Y

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

Status = 'Closed' and Status Date >= Ask User ('Status Date') and Status Date <= Ask User ('Status Date') and Area of Law = 'Claims' and (do not include Client Sort = 'Milwaukee Board of School Directors', 'Milwaukee Public Schools') and (do not include claim subject = 'assessment problems', 'assessment problems-74.35', 'assessment problems-74.37')

<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Sendejo, Sr., Juan	Municipal Court	Bodily Injury - Other	83,455.00	N	0.00	N	N	Y
Siekert, Lorene	Infrastructure Services Division	Sewer Backup - Maintenance	14,300.00	Y	0.00			
Stambaugh, John	Police Department	Police - False Arrest	50,000.00	N	0.00	N	N	N
Stolowski, Michael	Department of Public Works - General	Vehicle Accident City - Uninsured Motor	20,000.00	N	0.00	N	N	Y
Taylor, Stacey	Police Department	Bodily Injury - Other	250,000.00	N	0.00	N	N	N
Taylor, Stacey	Police Department	Bodily Injury - Other	3,000.00	N	0.00	N	N	N
Thiel, Robert	Police Department	Vehicle Accident City - Uninsured Motor	15,500.00	N	0.00	N	N	N
Time Warner Cable	Treasurer's Office	Other	68,453.76	Y	0.00			
Tucker, Kenneth	Police Department	Police - Excessive Force	105,000.00	N	0.00	N	N	N
Vaughn, Jr., Willie	Police Department	Police - Hit By Fleeing Suspect	959.00	Y	0.00			
Verdin, Brian	Police Department	Police-Other	0.00	N	0.00	N	N	N
Wesley, Carlata	Towing Operations - DPV	Towing - Property Damage	20,000.00	Y	0.00	Y		
Williams, J.D.	Police Department	Police - Excessive Force	200,000.00	N	0.00	N	N	N
Witbrodt IV, Henry William Patrick	Police Department	Other	350,000.00	N	0.00	N	N	N
Witbrodt, Elissaih N. M.	Police Department	Other	350,000.00	N	0.00	N	N	N
Witbrodt, Jordan A. T.	Police Department	Other	350,000.00	N	0.00	N	N	N
Totals: 80			91,748,477.41		15,254.04			

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

Status = 'Closed' and Status Date >= Ask User ('Status Date' ?) and Status Date <= Ask User ('Status Date' ?) and Area of Law = 'Claims' and (do not include Client Sort = 'Milwaukee Board of School Directors', 'Milwaukee Public Schools') and (do not include claim subject = 'assessment problems', 'assessment problems-74.35', 'assessment problems-74.37')

Claimant

Department

Claim

Subject

Money

Demand

Claim

Denied

Settlement

Amount

Claim

Tendered

No Proper

Claim

Claim to

Litigation

Status = 'Closed' and Status Date >= Ask User (Status Date ?) and Status Date <= Ask User (Status Date ?) and Area of Law = 'Claims' and (do not include Client Sort = 'Milwaukee Board of School Directors Milwaukee Public School(s)' and (do not include claim subject = 'assessment problems-74.35', 'assessment prob:ems-74.37'))

Claim to

9/28/2011 10:28 AM

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

Status = Closed and Status Date = Ask User (Status Date ?) and Status Date = Ask User (Status Date ?) and Area of Law = Claims and (do not include Client Sort = Milwaukee Board of School Directors', Milwaukee Public Schools) and (do not include claim subject = assessment problems-74,377, assessment problems-74,377, assessment problems-74,377)

Claimant	Department	Claim Subject	Money Demand	Claim Denied	Settlement Amount	Claim Tendered	No Proper Claim	Claim to Litigation
Barbee, Cornell	Towing Operations - DPW	Towing - Items Stolen	3,000.00	N	750.00	N	N	N
Barbee, Cornell	Towing Operations - DPW	Towing - Items Stolen	3,000.00	N	750.00	N	N	N
Barbeau, Dustin	Towing Operations - DPW	Towing - Property Damage	0.00	N	0.00	Y	N	N
Bathke, Lori	Towing Operations - DPW	Towing - Other	25.00	Y	25.00			
Bau, Susan M.	Parking (DPW)	Vehicle Damage - Other	0.00		0.00	Y		
Baumgartner, Cynthia	Infrastructure Services Division	Vehicle Damage - Road Defect	4,750.00	Y	0.00	N	N	N
Beecher, Carol	Sanitation Division	Sanitation - Property Taken	31.65	Y	0.00			
Bibi, Nidal	Water Works	Water Main Break	4,125.00	Y	0.00			
Blissett, Patrick	Infrastructure Services Division	Vehicle Damage - Road Defect	523.00	Y	0.00	N	N	N
Booker, Marsha	Police Department	Police - Property Damage	170.00	Y	0.00			
Boyajian, Sylvia	Towing Operations - DPW	Towing - Property Damage	698.88		0.00	Y		
Brisson, James	Infrastructure Services Division	Vehicle Damage - Road Defect	495.74	Y	0.00			
Buccellato, Steven	Infrastructure Services Division	Vehicle Damage - Road Defect	194.44	Y	0.00			
Calmes, Bernice	Towing Operations - DPW	Towing - Property Damage	702.72	Y	0.00	N	N	N
Campbell, Avis	Police Department	Police - Property Damage	153.08	Y	0.00			
Campbell, Jackie	Infrastructure Services Division	Vehicle Damage - Road Defect	262.85	Y	0.00	N	N	N

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

Status = 'Closed' and Status Date >= Ask User (Status Date ?) and Status Date <= Ask User (Status Date ?) and Area of Law = 'Claims' and (do not include Client Sort = Milwaukee Board of School Directors', Milwaukee Public Schools) and (do not include claim subject = 'assessment problems', 'assessment problems-74.35', 'assessment problems-74.37')

<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Campbell, Perquita	Police Department	Police - Property Damage	0.00	Y	0.00			
Campbell, Richard & Julianna	Towing Operations - DPW	Towing - Property Damage	1,625.29		0.00	Y		
Campos, Paola	Infrastructure Services Division	Vehicle Damage - Other	445.48	Y	0.00	N	N	N
Carter, Michael	Infrastructure Services Division	Vehicle Damage - Road Defect	1,554.00	Y	0.00	N	N	N
Casey, Mildred	Infrastructure Services Division	Vehicle Damage - Road Defect	458.85	Y	0.00			
Cermele & Associates, S.C.(2654)	Police Department	Police - Attorney Fees	4,498.37	N	0.00	N	N	N
Cermele & Associates, S.C.(2655)	Police Department	Police - Attorney Fees	3,346.60	N	0.00	N	N	N
Cermele & Associates, S.C.(2656)	Police Department	Police - Attorney Fees	1,413.27	N	1,413.27	N	N	N
Cermele & Associates, S.C.(2657)	Police Department	Police - Attorney Fees	513.77	N	0.00	N	N	N
Ciardo, Jessica	Infrastructure Services Division	Vehicle Damage - Road Defect	389.48	Y	0.00	N	N	N
Coleman, Kavanaugh	Towing Operations - DPW	Towing - Property Damage	0.00		0.00	Y		
Collazo, Daliana	Forestry Division	Vehicle Damage - Tree	2,014.76	Y	0.00			
Copeland, Dorothy	Infrastructure Services Division	Vehicle Damage - Other	0.00	Y	0.00			
Corsentino, Joseph	Towing Operations - DPW	Towing - Property Damage	1,009.27	Y	0.00	N	N	N

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

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<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Delonay, Eugene	Infrastructure Services Division	Vehicle Damage - Road Defect	98.31	N	98.31	N	N	N
DeVeuau, Quinn	Infrastructure Services Division	Vehicle Damage - Road Defect	194.44	Y	0.00			
Dobson, Dean	Infrastructure Services Division	Vehicle Damage - Road Defect	262.60	Y	0.00			
Domak, Debra	Water Works	Water Main Break	600.00	Y	0.00			
Edlebeck, Dana	Infrastructure Services Division	Vehicle Damage - Road Defect	151.10	Y	0.00			
Espy, Niki	Infrastructure Services Division	Bodily Injury - Other	3,330.98	Y	0.00	N	N	N
Exum, GjoGennea	Towing Operations - DPV	Towing - Property Damage	2,796.79		0.00	Y		
Fasting, Aaron	Infrastructure Services Division	Vehicle Damage - Road Defect	290.00	Y	0.00			
Felsing, Sandra	Infrastructure Services Division	Vehicle Damage - Road Defect	150.43	N	150.43	N	N	N
Forte, Danielle	Towing Operations - DPV	Towing - Property Damage	3,950.34		0.00	Y		
Gage, Hildegard	Sanitation Division	Property Damage - Other	19.27	N	19.27	N	N	N
Gagliano, Michael J.	Infrastructure Services Division	Vehicle Damage - Road Defect	195.45	Y	0.00			
Gates, Joseph	Forestry Division	Vehicle Damage - Tree	3,059.56	Y	0.00	N	N	N
Giraldez Pizarro, Luis	Towing Operations - DPV	Towing - Property Damage	573.83	Y	573.83	N	N	N
Gonzalez, Laura	Police Department	Police - Hit By Fleeing Suspect	1,267.70		425.00			
Grayson, Karen	Towing Operations - DPV	Towing - Property Damage	1,660.57		0.00	Y		

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

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Claimant	Department	Claim Subject	Money Demand	Claim Denied	Settlement Amount	Claim Tendered	No Proper Claim	Claim to Litigation
Greco, Joan	Infrastructure Services Division	Bodily Injury - Other	1,030.50		0.00	Y		
Grzeszkiewicz, Ardeth	Infrastructure Services Division	Sewer Backup - Maintenance	414.00	N	414.00	N	N	N
Guerido, Francisco	Towing Operations - DPW	Towing - Property Damage	33.00	Y	0.00			
Harris, Angela	Police Department	Bodily Injury - Other	0.00	N	0.00	N	N	N
Harris-Golden, Lisa	Forestry Division	Vehicle Damage - Tree	2,091.93	Y	0.00			
Head, Kathleen	Infrastructure Services Division	Vehicle Damage - Road Defect	83.39	N	83.39	N	N	N
Heise, Jamie	Infrastructure Services Division	Slip and Fall - Ice/Snow	4,500.00	Y	0.00			
Henning, Jack	Infrastructure Services Division	Vehicle Damage - Road Defect	182.50	Y	0.00			
Hill, Albert & Verita	Milwaukee Fire Department	Property Damage - Other	324.29	Y	0.00			
Holtz, Bonnie	Infrastructure Services Division	Vehicle Damage - Other	194.65	Y	0.00			
Iliff, Margaret	Towing Operations - DPW	Towing - Property Damage	2,357.30		0.00	Y		
Isley, Steve	Infrastructure Services Division	Vehicle Damage - Road Defect	716.25	Y	0.00			
Janczak, Dennis	Police Department	Police - Property Damage	460.00	Y	0.00	N	N	N
Johnson, Diana	Towing Operations - DPW	Towing - Property Damage	723.59	N	0.00	Y	N	N
Johnson, Jennifer	Infrastructure Services Division	Vehicle Damage - Road Defect	521.66	Y	0.00			
Johnson, Patrice	Infrastructure Services Division	Vehicle Damage - Road Defect	2,913.99	Y	0.00	N	N	N

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

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<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Jones, Larutha	Infrastructure Services Division	Vehicle Damage - Road Defect	274.00	N	0.00	Y	N	N
Jones, Ross	Towing Operations - DPV	Towing - Property Damage	395.31	N	0.00	Y	N	N
Kantarovich, Katsiaryna	Infrastructure Services Division	Vehicle Damage - Road Defect	0.00	Y	0.00			
Kaple, Patrick	Towing Operations - DPV	Towing - Property Damage	0.00		0.00	Y		
Kaufman, Joseph	Milwaukee Fire Department	Property Damage - Other	1,111.51	Y	0.00	N	N	N
Kieffer, Karen	Infrastructure Services Division	Vehicle Damage - Road Defect	158.40	Y	0.00			
Knapp, Kim	Infrastructure Services Division	Vehicle Damage - Road Defect	231.60	Y	0.00			
Knoedler, Ann	Police Department	Police - Property Damage	659.86	N	0.00	N	N	N
Kowalski, James	Forestry Division	Property Damage - Other	3,920.00		3,532.69			
Krause, Andrew	Infrastructure Services Division	Vehicle Damage - Road Defect	161.04	Y	0.00			
Kusch, Diane	Infrastructure Services Division	Vehicle Damage - Road Defect	233.67	Y	0.00			
Lawrence, Sherrelle L.	Infrastructure Services Division	Trip and Fall - Street Defect	2,000.00	Y	0.00	N	N	N
Leanna, Christine	Infrastructure Services Division	Vehicle Damage - Road Defect	3,732.18	Y	0.00	N	N	N
Leslie, Ryan	Towing Operations - DPV	Towing - Property Damage	621.50		0.00	Y		
Lewis-Mills, Carrie	Infrastructure Services Division	Vehicle Damage - Road Defect	58.68	Y	0.00			
Lopeztegui, Reyna	Towing Operations - DPV	Towing - Property Damage	124.00		0.00	Y		

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

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<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Lukas, Randy	Towing Operations - DPW	Towing - Property Damage	678.21	Y	0.00			
Lyons, Kimberly	Forestry Division	Property Damage - Tree	450.00		450.00			
Mahone, Gary	Infrastructure Services Division	Vehicle Damage - Road Defect	1,104.83		782.00			
Marthaler, Jennifer	Infrastructure Services Division	Bodily Injury - Other	2,322.10	Y	0.00			
Mays, Gladys	Towing Operations - DPW	Towing - Other	2,644.50	N	1,800.00	N	N	N
Mays, Gladys	Towing Operations - DPW	Towing - Other	2,644.50	N	1,800.00	N	N	N
Mays, Tequila	Police Department	Bodily Injury - Other	0.00	N	0.00	N	N	N
McClenton, Glendaira	Forestry Division	Vehicle Damage - Tree	4,000.00	Y	0.00			
Mertens, Susan	Towing Operations - DPW	Towing - Property Damage	869.53		0.00	Y		
Miller, Danny	Police Department	Police - Property Damage	992.22	Y	0.00	N	N	N
Milwaukee County (7195)	Infrastructure Services Division	Property Damage - Other	94.35	N	94.35	N	N	N
Milwaukee Milwork	Infrastructure Services Division	Vehicle Damage - Other	1,069.02	N	1,069.02	N	N	N
Nelson, Eugene	Infrastructure Services Division	Vehicle Damage - Road Defect	922.78	Y	0.00	N	N	N
Olden, Joyce	Infrastructure Services Division	Trip and Fall - Street Defect	10,000.00	Y	0.00	N	N	N
Paasch, Kathleen E.	Infrastructure Services Division	Vehicle Damage - Road Defect	3,047.38	Y	0.00	N	N	N
Payne, Harold	Water Works	Vehicle Damage - Road Defect	0.00	Y	0.00	N	N	N

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

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Claimant	Department	Claim Subject	Money Demand	Claim Denied	Settlement Amount	Claim Tendered	No Proper Claim	Claim to Litigation
Pleasant, Doris	Milwaukee Public Library	Vehicle Damage - Other	275.83		275.83			
Powell, Jennifer	Towing Operations - DPW	Towing - Property Damage	261.89		0.00	Y		
Puchalski, Sarah	Infrastructure Services Division	Vehicle Damage - Road Defect	110.58	Y	0.00			
Racine, Sara	Water Works	Property Damage - Other	159.00		0.00			
Rahman, Samer	Towing Operations - DPW	Towing - Property Damage	835.64		0.00	Y		
Ramaniuk, Dzmity	Infrastructure Services Division	Vehicle Damage - Road Defect	0.00	Y	0.00			
Rice, Destiny	Infrastructure Services Division	Vehicle Damage - Road Defect	1,235.87	Y	0.00	N	N	N
Riordan, Susan J.	Infrastructure Services Division	Vehicle Damage - Road Defect	202.63	Y	0.00			
Robinson, Barbara	Infrastructure Services Division	Vehicle Damage - Road Defect	108.10	N	108.10	N	N	N
Roby, Lena	Infrastructure Services Division	Sewer Backup - Maintenance	1,000.00	Y	0.00			
Rogers, Frank	Infrastructure Services Division	Vehicle Damage - Road Defect	300.00	N	300.00	N	N	N
Rollins, Jessica	Towing Operations - DPW	Towing - Property Damage	0.00		0.00	Y		
Ross, William	Police Department	Police - Property Damage	659.86	N	435.00	N	N	N
Roundtree, Marcia	Infrastructure Services Division	Vehicle Damage - Other	0.00	N	0.00	Y	N	N
Roundtree, William	Department of Public Works - General	Vehicle Damage - Other	1,666.23	N	1,666.23	N	N	N
Salaba, David	Forestry Division	Property Damage - Tree	500.00	Y	0.00	N	N	N

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

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<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Salaba, David	Forestry Division	Property Damage - Tree	500.00	Y	0.00	N	N	N
Sampton, Patricia	Towing Operations - DPW	Towing - Other	705.00		0.00	Y		
Sampton, Patricia	Towing Operations - DPW	Towing - Other	705.00		0.00	Y		
Sanchez-Fuentes, Maria	Towing Operations - DPW	Towing - Property Damage	808.10	Y	0.00			
Schaefer, Marcus and Kim	Infrastructure Services Division	Vehicle Damage - Road Defect	284.72		284.72			
Scheppe, Jim	Infrastructure Services Division	Vehicle Damage - Road Defect	245.58	Y	0.00			
Schleicher, Karen	Infrastructure Services Division	Property Damage - Other	505.23	N	0.00	N	N	N
Schleicher, Karen	Infrastructure Services Division	Property Damage - Other	469.00	N	0.00	N	N	N
Sheard, Brian	Towing Operations - DPW	Towing - Property Damage	653.98		0.00	Y		
Shilts, Kim	Infrastructure Services Division	Vehicle Damage - Road Defect	664.96	N	0.00	Y	N	N
Sims, Laura	Forestry Division	Property Damage - Tree	550.00	N	550.00	N	N	N
Smith, Bobbie	Infrastructure Services Division	Vehicle Damage - Other	266.77	Y	0.00	N	N	N
Smith, Jacqueline	Forestry Division	Property Damage - Tree	56.93	Y	0.00			
Smith, Lacy	Towing Operations - DPW	Towing - Property Damage	3,526.73		0.00	Y		
Sols, Sara	Police Department	Police - Property Damage	380.00	Y	0.00			
Sonnenberg, Virginia	Police Department	Police - Property Damage	159.78	N	159.78	N	N	N

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

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<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Spencer, Antoinette	Infrastructure Services Division	Vehicle Damage - Road Defect	395.80	N	0.00	Y	N	N
Sperling, Kevin R.	Infrastructure Services Division	Vehicle Damage - Road Defect	91.31	Y	0.00	N	N	N
Staten, Kyneshia	Infrastructure Services Division	Vehicle Damage - Road Defect	1,371.05	Y	0.00	N	N	N
Steinhorst, Annette	Infrastructure Services Division	Vehicle Damage - Road Defect	142.10	Y	0.00			
Stidhum, Anthony & Kelly	Infrastructure Services Division	Property Damage - Other	219.99		0.00	Y		
Stovall, Tyra	Infrastructure Services Division	Sewer Backup - Maintenance	4,160.00	N	0.00	Y	N	N
Sullivan, Daniel	Towing Operations - DPW	Towing - Property Damage	936.23		0.00			
Swiams, Jonathan	Water Works	Sewer Backup - Maintenance	305.93	N	305.93	N	N	N
The Window & Door Shoppe, Forestry Division Inc.	Vehicle Damage - Tree		4,104.24	Y	0.00			
Thomson, James	Employee Retirement System	Employee Benefits	0.00		0.00			Y
Trinkl, Jerome	Infrastructure Services Division	Vehicle Damage - Road Defect	1,107.31	Y	0.00	N	N	N
Turner, LoRoy	Forestry Division	Other	581.94	Y	581.94	N	N	N
Van de Kamp, Timothy	Towing Operations - DPW	Towing - Property Damage	0.00	N	0.00	Y	N	N
Vesely, Jeffrey	Infrastructure Services Division	Vehicle Damage - Road Defect	749.72	N	0.00	Y	N	N
Vitrano, Thomas	Police Department	Police - Lost Property	4,285.00	N	0.00	N	N	Y
Wahlgren, Robert	Infrastructure Services Division	Sewer Backup - Maintenance	150.00	Y	0.00			

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All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

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Claimant

Department

Claim Subject

Money Demand

Claim Denied

Settlement Amount

Claim Tendered

No Proper Claim

Claim to Litigation

Category: Vehicle Claim

Andino, Adriana	Support Services Division - Fleet	Vehicle Accident City - Property Damage	120.00	120.00				
Availa Gabriel, Amelia	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,822.29	1,822.29	N	N	N	N
Availa, Abraham	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,822.29	0.00	N	N	N	N
Bednarski, Richard	Support Services Division - Fleet	Property Damage By City Vehicle	690.00	690.00	N	N	N	N
Blacks, Kenneth N.	Support Services Division - Fleet	Vehicle Accident City - Property Damage	366.22	366.22	N	N	N	N
Blinder, Mikhail	City of Milwaukee	Vehicle Accident City - Bodily Injury	0.00	0.00				
Boose, Toni	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,797.95	1,797.95				
Bowman, Colleen	Police Department	Vehicle Accident City - Property Damage	1,617.79	0.00	Y			
Brenner Corporation	Milwaukee Fire Department	Vehicle Accident City - Property Damage	189.92	189.92				
Brunette, Pierre M.	Support Services Division - Fleet	Vehicle Accident City - Property Damage	181.15	0.00	Y			
Buggy, Brian P.	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,393.89	1,393.89				
Cahn, Roger & Marjorie	Support Services Division - Fleet	Property Damage By City Vehicle	1,445.00	722.50	N	N	N	N
Carlsen, Matthew	Milwaukee Fire Department	Vehicle Accident City - Property Damage	2,522.67	1,261.34	N	N	N	N
Charnitz, Edward	Support Services Division - Fleet	Vehicle Accident City - Property Damage	2,601.24	2,601.24	N	N	N	N
Chavez, Maria	Support Services Division - Fleet	Vehicle Accident City - Bodily Injury	52,362.84	17,362.84	N	N	N	N
Chavez, Maria	Support Services Division - Fleet	Vehicle Accident City - Bodily Injury	52,362.84	17,362.84	N	N	N	N

All Claims Closed Jan 1, 2011 thru June 30, 2011 and Disposition

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<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Conejito's Place Inc.	Support Services Division - Fleet	Property Damage By City Vehicle	5,690.00	Y	0.00			
Countryview Transportation	Support Services Division - Fleet	Vehicle Accident City - Property Damage	2,036.57	N	2,036.57	N	N	N
Davis, Nick & Heather	Support Services Division - Fleet	Vehicle Accident City - Property Damage	916.69		916.69			
Diosdado, Maria	Police Department	Vehicle Accident City - Property Damage	10,330.85		9,147.00			
Dominguez, Jose	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,788.49	N	1,788.49	N	N	N
Dorn, Jannie	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,744.51		1,744.51			
Edwards, Carolyn	Support Services Division - Fleet	Vehicle Accident City - Property Damage	2,767.15	Y	0.00	N	N	Y
Flores, Gregory	Police Department	Vehicle Accident City - Bodily Injury	250,000.00		0.00			Y
Flores, Rita	Police Department	Vehicle Accident City - Bodily Injury	250,000.00		0.00			Y
Fong, Ross	Police Department	Vehicle Accident City - Property Damage	26,286.96	N	0.00	N	N	Y
Fong, Ross	Police Department	Vehicle Accident City - Property Damage	26,286.96	N	0.00	N	N	Y
Funk, Catherine M.	Support Services Division - Fleet	Property Damage By City Vehicle	375.00		375.00			
Garcia, Ignacio	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,606.74	N	1,606.74	N	N	N
Gleason, Cheryl	Support Services Division - Fleet	Vehicle Accident City - Property Damage	59.82		59.82			
Gruendeman, Philip	Milwaukee Fire Department	Vehicle Accident City - Property Damage	2,198.91		2,198.91			
Hanneman, Mark	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,738.69		1,710.00			

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<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Hermann, Sheryl	Support Services Division - Fleet	Vehicle Accident City - Property Damage	142.56	N	142.56	N	N	N
Hopgood, Rhoda	Support Services Division - Fleet	Property Damage By City Vehicle	350.00	N	350.00	N	N	N
Housing Authority of the City of Milwaukee	Support Services Division - Fleet	Property Damage By City Vehicle	325.00	N	325.00	N	N	N
Houston, Vivian	Police Department	Vehicle Accident City - Property Damage	9,971.10	Y	0.00	N	N	N
Howard, Victoria	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,067.19		1,067.19			
Hudson, Edward	Police Department	Vehicle Accident City - Bodily Injury	25,000.00	Y	0.00	N	N	Y
Hudson, Edward	Police Department	Vehicle Accident City - Bodily Injury	25,000.00	Y	0.00	N	N	Y
Humphries, Judith	Support Services Division - Fleet	Vehicle Accident City - Property Damage	654.25	N	654.25	N	N	N
Hurst, Emil	Support Services Division - Fleet	Vehicle Accident City - Property Damage	6,276.14	N	6,276.14	N	N	N
Hutchins, Gwen	Support Services Division - Fleet	Vehicle Accident City - Property Damage	5,155.73	N	2,400.84	N	N	N
Hutchins, Tristen	Support Services Division - Fleet	Vehicle Accident City - Bodily Injury	140.00	N	0.00	N	N	N
Irizarry, Angel and Daisy	Support Services Division - Fleet	Vehicle Accident City - Property Damage	996.99		997.00			
Jackson, Jr., Emile	Police Department	Vehicle Accident City - Bodily Injury	0.00	N	0.00	N	N	N
Jackson, Jr., Emile	Police Department	Vehicle Accident City - Bodily Injury	0.00	N	0.00	N	N	N
Jesko, Robert E.	Support Services Division - Fleet	Vehicle Accident City - Property Damage	878.22	Y	0.00			
Johnson, Michelle	Milwaukee Fire Department	Vehicle Accident City - Property Damage	2,907.15	N	2,907.15	N	N	N

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<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Jones, Irma	Support Services Division - Fleet	Vehicle Accident City - Property Damage	749.48		749.48			
Jump Start Child Development Center	Support Services Division - Fleet	Property Damage By City Vehicle	715.00		715.00			
Jurkowski, Jacquelyn M.	Support Services Division - Fleet	Property Damage By City Vehicle	325.00	N	325.00		N	N
Kabelowsky, Kevin and Andrea	Support Services Division - Fleet	Property Damage By City Vehicle	64.90		64.90			
Kelly, Shaunte	Milwaukee Fire Department	Vehicle Accident City - Property Damage	2,291.00	Y	0.00			
Khurana, Jatin and Sakshi	Support Services Division - Fleet	Vehicle Accident City - Property Damage	5,931.14		3,040.00			
Kubasik, Lana	Support Services Division - Fleet	Vehicle Accident City - Property Damage	0.00		0.00			
Larkey, Ryan	Police Department	Vehicle Accident City - Property Damage	2,914.06	N	2,914.06		N	N
Lillegren, Julie	Support Services Division - Fleet	Vehicle Accident City - Property Damage	209.00		209.00			
Lipski, Laurie A.	Police Department	Vehicle Accident City - Property Damage	1,700.00		1,535.00			
Lopez, Felipe	Support Services Division - Fleet	Vehicle Accident City - Property Damage	2,836.60		2,836.60			
Lopez, Vanessa	Police Department	Vehicle Accident City - Bodily Injury	15,962.69	N	0.00		N	Y
Lopez, Vanessa	Police Department	Vehicle Accident City - Bodily Injury	15,962.69	N	0.00		N	
Matz, Barbara E.	Support Services Division - Fleet	Property Damage By City Vehicle	1,405.00		0.00		Y	
Maycock, Fred	Support Services Division - Fleet	Vehicle Accident City - Property Damage	745.96		745.96			
Mayfair Rent-A-Car	Milwaukee Fire Department	Vehicle Accident City - Property Damage	294.00		294.00			

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<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
McCullough, James	Support Services Division - Fleet	Vehicle Accident City - Bodily Injury	5,464.60	N	2,500.00	N	N	N
McFadden, Danny	Support Services Division - Fleet	Vehicle Accident City - Property Damage	4,472.58	Y	0.00			
McKinney, Gabriel and Latisha	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,763.74	N	1,763.74	N	N	N
Mercado Rivera, Ada V.	Police Department	Vehicle Accident City - Property Damage	1,508.92		1,508.92			
Milwaukee County Transit System (116509)	Police Department	Vehicle Accident City - Property Damage	5,191.00		5,191.00			
Mitchell, Shantina	Police Department	Vehicle Accident City - Property Damage	5,298.83	N	4,010.14	N	N	N
Mitchell, Shantina	Police Department	Vehicle Accident City - Property Damage	5,298.83	N	4,010.14	N	N	N
Moeschberger, Michael J.	Support Services Division - Fleet	Vehicle Accident City - Property Damage	282.11		282.11			
Mowat, Peter & Christine	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,183.25		1,183.25			
Neuwirth, Allen	Support Services Division - Fleet	Property Damage By City Vehicle	2,259.84		2,259.84			
Norman, Rick L.	Support Services Division - Fleet	Property Damage By City Vehicle	200.00		200.00			
Osman, Jon	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,083.67		1,083.67			
Parish, Latisha	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,599.78	N	1,599.78	N	N	N
Peete, Tina	Support Services Division - Fleet	Vehicle Accident City - Property Damage	2,040.21		2,040.21			
Phanthourath, Khamveuy	Milwaukee Fire Department	Vehicle Accident City - Property Damage	3,574.56		3,574.56			
Pierce, Jeremy	Support Services Division - Fleet	Vehicle Accident City - Bodily Injury	0.00	Y	0.00	N	N	N

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Claimant	Department	Claim Subject	Money Demand	Claim Denied	Settlement Amount	Claim Tendered	No Proper Claim	Claim to Litigation
Pierce, Jeremy	Support Services Division - Fleet	Vehicle Accident City - Bodily Injury	0.00	Y	0.00	N	N	N
Price-Ort, Jacquelyn	Support Services Division - Fleet	Vehicle Damage - Other	175.00	N	175.00	N	N	N
Queoff, Lynne	Support Services Division - Fleet	Property Damage By City Vehicle	250.00	N	250.00	N	N	N
Rainey, Bobby	Support Services Division - Fleet	Vehicle Accident City - Property Damage	2,713.59		802.55			
Rainey, Lisa	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,773.02		1,773.02			
Randolph, Robert	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,120.36		1,120.36			
Revels, Travis	Police Department	Vehicle Accident City - Bodily Injury	25,000.00	N	0.00	N	N	Y
Rios, Elisa	Support Services Division - Fleet	Vehicle Accident City - Property Damage	3,951.25		3,951.25			
Roberts, Ronald	Support Services Division - Fleet	Property Damage By City Vehicle	595.00		595.00			
Robinson, Arphelia	Support Services Division - Fleet	Vehicle Accident City - Property Damage	800.87		800.87			
Rollins, Briana	Police Department	Vehicle Accident City - Bodily Injury	0.00	N	0.00	N	N	N
Rollins, Briana	Police Department	Vehicle Accident City - Bodily Injury	0.00	N	0.00	N	N	N
Romero-Lopez, Javier	Police Department	Vehicle Accident City - Property Damage	2,103.09	N	1,051.55	N	N	N
Rosado, Salvador	Support Services Division - Fleet	Vehicle Accident City - Property Damage	279.25		279.25			
Saggio, Joseph	Support Services Division - Fleet	Vehicle Accident City - Property Damage	2,680.00		1,850.00			
Shaw, Christine	Milwaukee Fire Department	Vehicle Accident City - Property Damage	1,273.64		1,273.64			

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<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
Singh, CJ	Support Services Division - Fleet	Property Damage By City Vehicle	225.00	N	225.00	N	N	N
Smith, Daniel	Police Department	Vehicle Accident City - Property Damage	5,525.09	Y	0.00	N	N	N
Solano, Carlos	Support Services Division - Fleet	Vehicle Accident City - Property Damage	109.82	N	109.82	N	N	N
Spikes, Stevina	Support Services Division - Fleet	Vehicle Accident City - Property Damage	8,363.60	N	3,000.00	N	N	N
Spikes, Stevina	Support Services Division - Fleet	Vehicle Accident City - Property Damage	8,363.60	N	3,000.00	N	N	N
Stowers, Gerald	Support Services Division - Fleet	Vehicle Accident City - Property Damage	627.26	Y	0.00	N	N	N
Strehlow, Barbara Jo	Support Services Division - Fleet	Property Damage By City Vehicle	30.00	N	30.00	N	N	N
Taylor, Nathaniel	Support Services Division - Fleet	Vehicle Accident City - Property Damage	14,671.86	N	10,707.51	N	N	N
Taylor, Nathaniel	Support Services Division - Fleet	Vehicle Accident City - Property Damage	14,671.86	N	10,707.51	N	N	N
Taylor, Richard	Milwaukee Fire Department	Vehicle Accident City - Property Damage	1,678.41		1,678.41			
Terry, Charles	Support Services Division - Fleet	Vehicle Accident City - Property Damage	3,339.50		3,339.50			
Tiller, Sandra	Support Services Division - Fleet	Vehicle Accident City - Property Damage	2,187.96		2,187.96			
Walker, Kirk	Milwaukee Fire Department	Vehicle Accident City - Bodily Injury	1,600.00	N	1,375.00	N	N	N
Walker, Kirk	Milwaukee Fire Department	Vehicle Accident City - Bodily Injury	1,600.00	N	1,375.00	N	N	N
Watkins, Brenda	Support Services Division - Fleet	Vehicle Accident City - Property Damage	2,704.42	N	2,704.42	N	N	N
Watson, Latosha	Support Services Division - Fleet	Vehicle Accident City - Property Damage	847.50	N	347.50	N	N	N

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<u>Claimant</u>	<u>Department</u>	<u>Claim Subject</u>	<u>Money Demand</u>	<u>Claim Denied</u>	<u>Settlement Amount</u>	<u>Claim Tendered</u>	<u>No Proper Claim</u>	<u>Claim to Litigation</u>
WE Energies (2010222054)	Support Services Division - Fleet	Property Damage By City Vehicle	220.28	N	220.28	N	N	N
White, Jacqueline	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,838.75	N	1,838.75	N	N	N
Wills, Adam	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,909.03		1,909.03			
Wolf, Susan	Support Services Division - Fleet	Vehicle Accident City - Property Damage	1,109.65		1,109.65			
Totals: 116			991,654.86		186,819.08			
Totals: 368			92,930,423.14		226,114.42			



Legislation Details (With Text)

File #: 110896 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 11/2/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution relating to an appeal from Shannon McDonald for property damage.

Sponsors: THE CHAIR

Indexes: ADMINISTRATIVE REVIEW APPEALS BOARD

Attachments: City Attorney Letter, Appeal, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/16/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number

110896

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution relating to an appeal from Shannon McDonald for property damage.

Drafter

CC-CC

dkf

10/20/11

GRANT F. LANGLEY
City Attorney

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LINDA ULISS BURKE
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HEIDI WICK SPOERL
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GREGG C. HAGOPIAN
ELLEN H. TANGEN
MELANIE R. SWANK
JAY A. UNORA
DONALD L. SCHRIEFER
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October 7, 2011

Shannon McDonald
2560 North 65th Street
Wauwatosa, WI 53213

RE: Shannon McDonald
C.I. File No.: 11-L-46

Dear Mr. McDonald:


We have received your claim in the amount of \$4,664.14, relating to damage to your vehicle's passenger side rear corner, blinker system and rear quarter panel that allegedly occurred during the towing of the vehicle to the City of Milwaukee Tow Lot.

Our investigation reveals that your 2001 Land Rover-Ranger was towed to the tow lot for illegal parking-unpaid citations. The PT-27 form that was completed prior to this tow indicated no damage to the vehicle. The intake video and the tow lot intake and exit forms also do not show any of this alleged damage. The tow lot manager spoke with the lot attendant who released your vehicle. He recalled checking the vehicle just prior to its release to you, and he states that he did not observe any of the alleged damage. Therefore, the City cannot accept liability and we are denying your claim.

If you wish to appeal this decision, you may do so by sending a letter within 21 days of the receipt of this letter to the Milwaukee City Clerk, 200 East Wells Street, Room 205, Milwaukee, Wisconsin 53202, requesting a hearing.

Very truly yours,


GRANT F. LANGLEY
City Attorney


ROBERT OVERHOLT
Investigator Adjuster

RMO:ms
1044-2011-1641:173889

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

CITY OF MILWAUKEE

2011 OCT 17 AM 9:48

RONALD G. LEONARD
CITY CLERK

2560 N. 65th Street
Milwaukee, WI 53213

October 14, 2011

Milwaukee City Clerk
200 East Wells St.
Room 205
Milwaukee, WI 53202

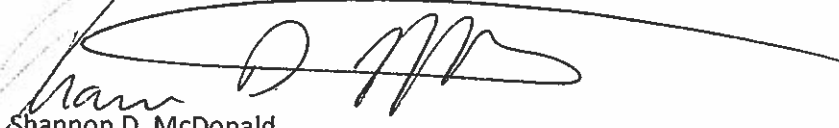
Re: Shannon McDonald – REQUEST FOR HEARING
C.I. File No.:11-L-46

Dear Madam Clerk:

I am writing this letter requesting a hearing in the above-referenced matter. Please note that while the letter is dated October 7, 2011, I received it yesterday, October 13, 2011.

If you have any questions or concerns, please do not hesitate to contact me. Thank you for your consideration to this matter.

Very truly yours,



Shannon D. McDonald
414-403-2161

CITY OF MILWAUKEE
RECEIVED
2011 OCT 17 PM 3:58
OFFICE OF
CITY ATTORNEY

June 8, 2011

City Clerk's Office
200 East Wells Street
City Hall, Room 205
Milwaukee, WI 53202

CITY OF MILWAUKEE
2011 JUN -9 AM 11:33
RONALD D. LEONHARD
CITY CLERK

Re: Claim for Damage to Vehicle

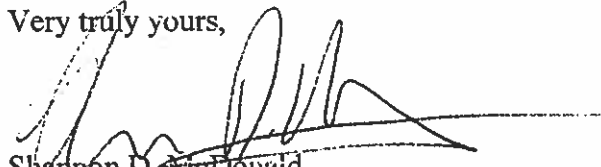
Dear Clerk:

Enclosed, please find the following items:

- 1) Complaint;
- 2) Affidavit of Shannon D. McDonald;
- 3) Statement of Terrence Marincic, Jr.;
- 4) Affidavit of Alicia McDonald;
- 5) Statement of Jacob M. Reinders;
- 6) Estimate from Milwaukee Collision Service Carstar;
- 7) Estimage from Schok's Auto Body; and
- 8) CD containing pictures taken of the vehicle prior to the damage being done to the vehicle and a video taken the same day I retrieved the vehicle from the City of Milwaukee Tow Lot showing the damage done to the vehicle.

If you have any questions or need any other documentation, please do not hesitate to contact me at 414-403-2161. All notices and correspondence may be sent to my residence at 2560 North 65th Street, Wauwatosa, WI 53213. Thank you for your time and consideration.

Very truly yours,


Shannon D. McDonald
Encls.

CITY OF MILWAUKEE
RECEIVED
2011 JUN 10 PM 3:2
OFFICE OF
CITY ATTORNEY

-CITY USE ONLY-

-CUSTOMER INFORMATION-

TOW #: _____

DATE: _____

CLERK ID: _____

NAME: SHAWNON D McDONALD

ADDRESS: 2560 N. 65 STREET

PHONE #: 414-403-2161

^{+VIDEO}
PHOTOS TAKEN ☒ YES ☐ NO

DATE FILED: _____

^{+VIDEO}
PHOTOS ATTACHED ☒ YES ☐ NO

ALL FORMS COMPLETED ☒ YES ☐ NO

***Complaint must be signed by citizen completing form.

CITIZEN'S STATEMENT

Please See Attached Statement from:

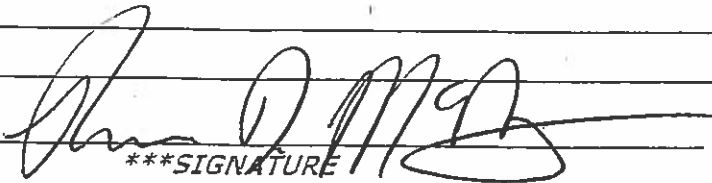
- 1) Shawnon D. McDonald
- 2) Terrence Monroe Jr.
- 3) Alicia McDonald
- 4) Jacob Reinders

Also attached, please find:

- 1) Video of vehicle taken on 5/6/11
- 2) Pictures taken prior to damage being done to vehicle

↳ Video and pictures are located on the enclosed disc.

Also attached, please find estimates from two mechanics regarding the cost for repairing the damage done to this vehicle.


***SIGNATURE

5/6/11

DATE

-OVER-

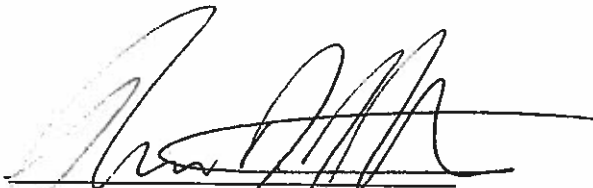
AFFIDAVIT OF SHANNON D. MCDONALD

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

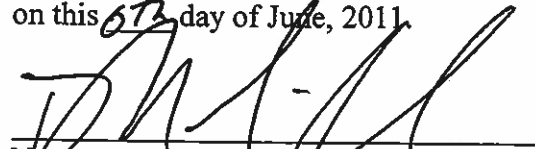
I, Shannon McDonald, being first sworn on oath depose and say:

1. I am an adult resident of the State of Wisconsin, and currently reside at 2560 North 65th Street, Wauwatosa, Wisconsin 53213.
2. I am an attorney licensed to practice law in the State of Wisconsin since 2003, and in the State of Illinois since 2004.
3. In March of this year I purchased a 2001 Land Rover, Range Rover, from Terrence Marincic, Jr.
4. On May 3rd, I allowed my business partner, Jacob Reinders, to use the Land Rover for business purposes. He needed to use the vehicle on May 4th as well, so he kept the vehicle overnight at his residence located at 2500 North Fratney Street, Milwaukee, Wisconsin 53212.
5. At the time Mr. Reinders obtained the vehicle from me on May 3rd, the rear, passenger-side of the vehicle was in great condition. The blinker system was fully intact and operational; the plastic covering to the blinker system was fully intact and did not have any cracks or breaks; the body of the vehicle in that area did not contain any dents or other damage.
6. In the morning on Wednesday, May 4, 2011, I received a message from my wife (who was working at our law firm as a part time office manager/receptionist) indicating that Mr. Reinders had called her and informed her that the Land Rover had been stolen. I called Mr. Reinders and spoke to him about what had happened. He told me that he had parked the vehicle outside his residence around 8:00 p.m. the night before, and found that it was gone when he woke up that morning. He also said that he looked at the street where the vehicle had been parked and saw black tire marks on the street. I told Mr. Reinders that I would make some calls and get back to him.
7. I called my insurance company and informed them that my Land Rover had been stolen. They took down some information and directed me to call them back after I had made a police report. I then called the police department to report that the Land Rover had been stolen. The person at the police department said I should check with the City's tow lot to see if it had been towed before making a formal report. Accordingly, I called the City's tow lot and learned that the Land Rover had, in fact, been towed. I then called my insurance company back to let them know that the vehicle had not been stolen.

8. Later that day, I contacted Mr. Marincic to see if he could go with me to the City's tow lot so I could get the Land Rover. He said that he would arrange his schedule to help me out.
9. On Friday, May 6th, I met Mr. Marincic at my residence around 4:30 p.m. We then went to the City's tow lot to get the Land Rover. We arrived at the City's tow lot around 5:00 p.m. After waiting for quite some time, my number was called and I paid the fee to get the Land Rover out of the City's tow lot. Mr. Marincic and I went outside to wait for the Land Rover. We stood near the gate that separates the tow lot from the public parking area.
10. A city employee then drove the Land Rover through the gate and stopped in front of us. We were facing the driver's side of the Land Rover as it came through the gate. The person driving the Land Rover exited the vehicle and asked me to sign a form acknowledging that I had received the vehicle. I signed the form and the City employee gave me key to the Land Rover. I then gave the Land Rover key to Mr. Marincic and returned to my other vehicle. We drove the vehicles back to my residence.
11. While at the City's tow lot, I did not walk around the Land Rover. As such, I only saw the driver's side of the Land Rover before leaving the City's tow lot.
12. Upon arriving at my residence, Mr. Marincic drove the Land Rover into my garage. I was walking up my driveway as Mr. Marincic was walking out of the garage. At that moment, I noticed that the passenger-side rear corner of the Land Rover was all smashed and dented. The blinker system was completely smashed out and the rear quarter panel was dented in. I pointed at the car and said something like "What the hell?" Mr. Marincic turned around and saw what I was pointing at. I was shocked at the damage that had been done, as it had to have been a significant impact to cause that much damage. I then told Mr. Marincic that I would need to get a statement from him at some point confirming what he had witnessed that day. Mr. Marincic told me to take pictures right away.
13. My wife and I went outside around 7:00/7:30 p.m., and I showed my wife the damage that had been done to the Land Rover. She was shocked and upset, as was I. I then took pictures and a video of the damage to the vehicle.
14. I contacted Mr. Reinders around that same time to tell him about the damage that had been done to the vehicle. Mr. Reinders was extremely surprised to hear about the damage that had been done to the Land Rover.
15. The following day, May 7th, I sent a video to Mr. Reinders showing the damage that had been done to the vehicle. I asked him at that time to provide a statement regarding everything he observed from the time he parked the vehicle to the time he realized the vehicle was missing.


Shannon McDonald

Subscribed and sworn to before me
on this 07 day of June, 2011.


Notary Public, State of Wisconsin

My commission expires: permanet

STATEMENT OF TERRENCE MARINCIC, JR.

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

I, Terrence Marincic, Jr., state as follows:

1. I am an adult resident of the State of Wisconsin, and currently reside at 3953 North 92nd St., Apartment 3, Milwaukee, Wisconsin 53222.
2. On Wednesday, May 4, 2011, I was contacted by Mr. McDonald asking if I would accompany him to the City of Milwaukee's tow lot to obtain the Land Rover, as it had been towed either very late on May 3rd or very early on May 4th. I told Mr. McDonald that I would help him out.
3. On Friday, May 6th, I met Mr. McDonald at his residence in Wauwatosa, Wisconsin around 4:30 p.m. so we could ride together to the City's tow lot to get the Land Rover.
4. We arrived at the City tow lot around 5:00 p.m., and received customer number 32. They were calling customer number 21 when we first entered the building. After waiting a significant amount of time, Mr. McDonald's number was called. He paid the fee to get the Land Rover out of the City's lot, and then he and I went outside to wait for the Land Rover. Mr. McDonald and I stood near the gate that separates the tow lot from the public parking area. At all times, we stood on the side of parking lot where the office is located.
5. A city employee drove the Land Rover through the gate and stopped in front of us. We were facing the driver's side of the Land Rover as it came through the gate. The person driving the Land Rover exited the vehicle and asked Mr. McDonald to sign a form acknowledging that he had received the vehicle. Mr. McDonald signed the form and the City employee gave the Land Rover key to Mr. McDonald. Mr. McDonald then gave me the key to the Land Rover to drive back to his residence. Meanwhile, Mr. McDonald got into his other vehicle.
6. Neither Mr. McDonald nor I walked around the Land Rover prior to me driving it off the lot. As such, neither Mr. McDonald nor I saw the passenger side of the vehicle at any time before leaving the City's tow lot.
7. I drove the Land Rover from the City's tow lot directly to Mr. McDonald's residence. The drive from the City's tow lot to Mr. McDonald's residence was uneventful. The Land Rover did not suffer any damage from the time I drove off the City's tow lot to the time I entered Mr. McDonald's garage.

8. Upon arriving at Mr. McDonald's residence, I drove the Land Rover into his garage. I exited the vehicle and walked out of the garage. Mr. McDonald was walking toward me at that time. Immediately, I noticed a look of shock on Mr. McDonald's face, and I believe I heard him say "What the hell?" or words to that effect. He was pointing at the rear of the Land Rover. Having now fully exited the garage, I turned around and looked at the back of the vehicle. I quickly saw what Mr. McDonald was talking about – the passenger side rear corner of the Land Rover was completely smashed and dented. Mr. McDonald told me that this damage had not been caused prior to the Land Rover being towed. He was extremely upset about the damage. I told Mr. McDonald to make sure that he takes plenty of pictures of the damage. Mr. McDonald told me that he would need me to give a statement confirming everything I had observed that evening concerning the Land Rover. I told him that providing a statement would not be a problem.

9. This statement confirms my observations on May 6, 2011.

Terrence R Marincic 5/17/11
Terrence Marincic, Jr. Date

Witnessed by: [Signature]

Date: 5/17/11

AFFIDAVIT OF ALICIA MCDONALD

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

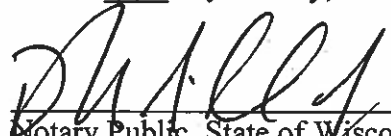
I, Alicia McDonald, being first sworn on oath depose and say:

1. I am an adult resident of the State of Wisconsin, and currently reside at 2560 North 65th Street, Wauwatosa, Wisconsin 53213.
2. In March, 2011 my husband, Shannon McDonald, and I purchased a 2001 Land Rover, Range Rover, from Terrence Marincic. From time to time my husband would let his business partner, Jacob Reinders, use it for business purposes. Once in a while Mr. Reinders would keep the vehicle overnight. When the Land Rover was not being used by Mr. Reinders, it would be parked in our garage.
3. I was familiar with the overall condition of the Land Rover, as I saw it on a daily basis.
4. The last time I saw the vehicle prior to it being towed by the City was on May 3rd. The rear, passenger-side blinker was not damaged at that time. Likewise, the rear, passenger-side body was not damaged at that time. My husband allowed Mr. Reinders to use the vehicle that day and to keep the vehicle overnight.
5. I work part time as an office manager/receptionist at my husband's law firm on Tuesdays, Wednesdays and Thursdays. I recall receiving a telephone call from Mr. Reinders early on Wednesday morning, May 4th. He was very distraught and desperately wanted to speak with my husband. I informed Mr. Reinders that my husband was in a meeting at the time so he could not speak with him. Mr. Reinders then informed me that the Land Rover had been stolen.
6. I informed my husband that the Land Rover had been stolen as soon as he concluded his meeting. My husband indicated that he would contact the police department and our insurance company. Shortly thereafter, my husband informed me that the City of Milwaukee had towed the Land Rover.
7. On Friday, May 6th, my husband came home from work at approximately 4:30 p.m. and met Terrence Marincic at our house. The two of them then left our house to get the Land Rover from the City's tow lot.
8. My husband and Mr. Marincic returned home with the Land Rover between 6:00 and 6:30 p.m. that night. I did not see the Land Rover when Mr. Marincic drove it into our garage.

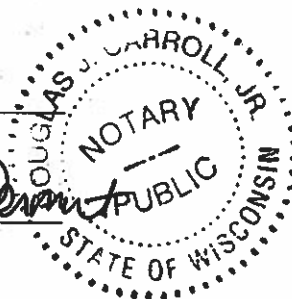
9. My husband and I went outside between 7:00 and 7:30 p.m. at which time my husband showed me the damage that had been done to the Land Rover. My husband proceeded to take pictures and a video of the damage.
10. I was shocked at the amount of damage that had been done to the vehicle, and was very upset that the City had not said anything to my husband at the time he retrieved the vehicle from the City's tow lot.


Alicia McDonald

Subscribed and sworn to before me
on this 11 day of May, 2011.


Notary Public, State of Wisconsin

My commission expires ~~May 11, 2011~~



STATEMENT OF JACOB REINDERS

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

I, Jacob Reinders, state as follows:

1. I am an adult resident of the State of Wisconsin, and currently reside at 2500 North Fratney Street, Milwaukee, Wisconsin 53212.
2. On May 3, 2011, I was using a vehicle owned by my business partner, Shannon McDonald. The vehicle is a 2001 Land Rover, Range Rover. I've used this vehicle numerous times over the past couple of months, as I do not own a vehicle. From time to time I will keep the vehicle at my residence overnight.
3. On May 3rd, I parked the Land Rover on North Fratney Street directly in front of my residence. I parked on the east side of Fratney street with the Land Rover facing north. Therefore, the passenger side of the vehicle was against the curb. A tree was located between the sidewalk and the street curb where the Land Rover was parked. In fact, the tree was located adjacent to the rear passenger side of the vehicle. I recall parking it at approximately 8:00 p.m. There were no cars parked in front of or behind the Land Rover at that time. A friend of mine, Arpad Ivanwos, was standing outside my residence when I pulled up to the curb and parked the vehicle. As of this date and time, the Land Rover's rear, passenger-side blinker system was intact and fully operational. Likewise, as of this date and time, the Land Rover's rear, passenger-side body did not have any dents or scratches. Again, the Land Rover's rear, passenger-side was in great condition.
4. On Wednesday, May 4, 2011, I awoke at approximately 8:30 a.m., went into the kitchen and glanced out the window. I immediately noticed that the Land Rover was not where I had parked it the night before. I went outside and looked at the street where the Land Rover had been parked. I observed what appeared to be skid marks from tires on the street. I did not see anything else on the street, such as glass, plastic, etc. I called Mr. McDonald right away, but could not reach him. I got in touch with his wife and told her that the Land Rover had been stolen. Shortly thereafter, I received a telephone call from Mr. McDonald. I then explained to him that the Land Rover was gone and that I saw skid marks on the street where the Land Rover had been parked. Mr. McDonald indicated that he would call the police and follow up with me later.
5. Mr. McDonald contacted me later that day and told me that the Land Rover had not been stolen, but had been towed by the City of Milwaukee.
6. On May 6th at approximately 7:30 p.m., Mr. McDonald informed me that he had obtained the Land Rover from the City's tow lot, and found that a significant amount of damage

had been done to the vehicle's rear passenger side blinker system and quarter panel. I was absolutely shocked to hear about the damage, as the condition of the vehicle was fine when I parked it at 8:00 p.m. on May 3rd.

7. On May 7th, Mr. McDonald sent me a video he had taken of the damage that had been done to the Land Rover, and indicated that he would need a statement from me concerning the Land Rover.
8. After reviewing the video and seeing the damage done to the Land Rover, I again looked at the street where I had parked it on May 3rd to see if I could find any glass, plastic or anything else. I found nothing. The only conclusion I can draw from this set of circumstances is that the Land Rover was not damaged while it was parked on Fratney Street. Had it been damaged outside my residence, certainly I would have found broken plastic or glass on the street.


Jacob Reinders

6-6-2011
Date

Witnessed by: 

Date: 6/6/11

MILWAUKEE COLLISION SERVICE CARSTAR
WHERE AMERICA GOES FOR QUALITY COLLISION REPAIRS
6242 WEST STATE STREET
WAUWATOSA, WI 53213
(414) 475-5926 (FAX) 475-5501

*** PRELIMINARY ESTIMATE ***

05/12/2011 08:25 AM

Owner

Owner: SHANNON MCDONALD
Address: 2560 N. 65TH STREET
City State Zip: Wauwatosa, WI 53213
Email: sdm@carrollmcdonaldlaw.com

Work/Day: (414)308-1371
Cell: (414)403-2101
FAX:

Inspection

Inspection Date: 05/12/2011 08:24 AM
Inspection Location: Milwaukee Collision Service Carstar
Address: 6242 W. State Street
Wauwatosa
City State Zip: Wauwatosa, WI 53213
Primary Impact: Left Front Corner

Inspection Type:
Contact:
Work/Day: (414)475-5926x
FAX: (414)475-5501x
Work/Day:
Secondary Impact:

Appraiser Name: Chris Starr
Address:
City State Zip:

Appraiser License # :
Work/Day: (414)475-5926
FAX: (414)475-5501

Repairer

Repairer: Milwaukee Collision Service Carstar
Address: 6242 W. State Street
Wauwatosa
City State Zip: Wauwatosa, WI 53213

Contact:
Work/Day: (414)475-5926
FAX: (414)475-5501
Work/Day:

Vehicle

2001 Land Rover Range Rover 4.6 SE 4 DR Wagon
8cyl Gasoline 4.6
4 Speed Automatic

Lic.Plate: 900SHM
Lic Expire:
Prod Date: 08/2000
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage

Lic State: WI
VIN: SALPL16451A447045
Mileage:
Mileage Type: Actual
Code: LR113A
Int. Refinish: Two-Stage

Options

AM/FM Stereo Tape
Aluminum/Alloy Wheels
Automatic Dimming Mirror
Climate Control For A/C
Dual Air Conditioning
Fog Lights
Heated Front Seats
Keyless Entry System
Lighted Entry System
Power Brakes
Power Steering
Rear Window Defroster
Side Airbags
Tachometer

Air Dam
Anti-lock Brakes
Brush Guard
Compact Disc Changer
Dual Airbags
Garage Door Opener
Heated Power Mirrors
Leather Seats
Locking Differential
Power Door Locks
Power Windows
Rear Window Wiper/Washer
Split Folding Rear Seat
Telescopic Steering Whl

Alarm System
Auto Load Leveling
Center Console
Cruise Control
Dual Power Seats
Headlight Washers
Intermittent Wipers
Leather Steering Wheel
Overhead Console
Power Moonroof
Privacy Glass
Roof/Luggage Rack
Strg Wheel Radio Control
Tilt Steering Wheel

Tinted Glass
Trip Computer

Traction Control System

Trailer Hitch

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	I	111		Bumper,Front	Repair				3.0*	SM
2	L	111		Bumper,Front	Refinish				2.0	RF
					2.0 Surface					
3	N	257		Front Bumper Overhaul	Additional Labor				1.9	SM
4	BR	290	13	Pnl,Rear Door Outer RT	Blend Refinish				1.9	RF
					0.9 Blend					
					0.6 Two-stage setup					
					0.4 Two-stage					
5	RI	314		W/Strip,Belt Outer RT	R & I Assembly				0.2	SM
6	RI	361		Mldg,Rear Door Upper R/R	R & I Assembly				0.4	SM
7	RI	446		Mldg,Rear Door Lower RT	R & I Assembly				0.4	SM
8	RI	345		Pnl,Inner Door Trim RT	R & I Assembly				INC	SM
9	RI	316		Channel,Rear Glass Run RT	R & I Assembly				1.2	SM
10	RI	378		Rear Vent Glass R & I RT	R & I Assembly				0.5	SM
11	RI	306		Handle,RR Door Outer RT	R & I Assembly				0.6	SM
12	E	390		Panel,Quarter RT	MXC9878	\$573.50			10.8	SM
13	L	390		Panel,Quarter RT	Refinish				2.8	RF
					1.8 Surface					
					0.5 Edge					
					0.5 Two-stage					
14	E	396		Mldg,Quarter Upper R/R	DGD102280	\$133.52			0.4	SM
15	RI	456		Glass,Quarter Tinted RT	R & I Assembly				INC	SM
16	EC	388		Sealant Klt,Qtr Glass RT	Replace Economy	\$30.00*			0.2	SM
17	I	479		Shell,Tailgate	Repair				3.0*	SM
18	L	479		Shell,Tailgate	Refinish				2.3	RF
					1.9 Surface					
					0.4 Two-stage					
19	RI	479		Tailgate R & I	R & I Assembly				INC	SM
20	E	112	01	N/Plate,Tailgate	BTR7940MAD	\$83.20			0.2	SM
21	E	182		N/Plate,Tailgate	BTR1047	\$27.28			INC	SM
22	E	179	01	Decal,Tailgate	AWR1334MAD	\$40.16			0.3	SM
23	RI	483		Push Button Assy,L/Gat	R & I Assembly				0.5	SM
24	RI	501		Bezel,Lock Cylinder	R & I Assembly				INC	SM
25	RI	500		Pnl,T/G Inner Trim	R & I Assembly				0.3	SM
26	E	534		Taillamp Assembly,Otr RT	XFB101740	\$112.51			INC	SM
27	RP	535		Taillamp Assembly,Inr LT	Related Prior Damage					SM
28	E	536		Taillamp Assembly,Inr RT	XFE100220	\$88.62			0.2	SM
29	RI	541		Lamp,License	R & I Assembly				0.2	SM
30	E	284		Bumper,Rear	ANR4735	\$484.61			1.6	SM
31	N	552		Rear Bumper Overhaul	Additional Labor				INC	SM
32	E	571		Seal,Rear Bumper LT	ANR3687	\$19.46			INC	SM
33	E	572		Seal,Rear Bumper RT	ANR3687	\$19.46			INC	SM
34	E	586		Filler,Rear Bumper RT	NTC7882	\$100.83			INC	SM
35	L	586		Filler,Rear Bumper RT	Refinish				0.5	RF
					0.4 Surface					
					0.1 Two-stage					
36	EC	M14		Corrosion Protection	Replace Economy	\$10.00*			0.5*	SM
37	L	M17		Cover Car Exterior	Refinish				0.2*	RF
38	N	M18		Set-Up And Measure	Additional Labor				2.0*	FR
39	SB	M60		Hazardous Waste Removal	Sublet Repair	\$5.00*				SM
40	N			rough pulls	Additional Labor				3.0*	SM*
41	EC			seam sealer	Replace Economy	\$37.50*				SM*
42	EC			panel adhesive	Replace Economy	\$79.95*				SM*

42 Items

MC Message

01 CALL DEALER FOR EXACT PART # / PRICE
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		\$1,683.15	
Other Parts		\$157.45	
Paint Materials		\$329.80	
Parts & Material Total			\$2,170.40
Tax on Parts & Material	@ 5.600%		\$121.54

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$54.00	18.5	10.9	29.4	\$1,587.60
Mech/Elec (ME)	\$90.00				
Frame (FR)	\$65.00		2.0	2.0	\$130.00
Refinish (RF)	\$54.00	9.7		9.7	\$523.80
Paint Materials	\$34.00				

Labor Total		41.1 Hours	\$2,241.40
Tax on Labor	@ 5.600%		\$125.52
Sublet Repairs			\$5.00
Tax on Sublet	@ 5.600%		\$0.28
Gross Total			\$4,664.14
Net Total			\$4,664.14

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53213 Default

Audatex Estimating 6.0.514 ES 05/13/2011 04:53 PM REL 6.0.514 DT 03/01/2011
Copyright (C) 2010 Audatex North America, Inc.

2.0 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	



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Copyright (C) 2010 Audatex North America, Inc.
Audatex Estimating is a trademark of Audatex North America, Inc.

SCHOK'S AUTO BODY
 5701 WEST BURLEIGH STREET
 MILWAUKEE, WI 53210
 PHONE: 414-873-9944 FAX: 414-873-5040
 FED TAX ID# 39-1330692

CD LOG NO 14593-11 DATE 06/06/11

SHOP: SCHOKS AUTO BODY
 ADDRESS: 5701 W BURLEIGH
 CITY STATE: MILWAUKEE, WI
 ZIP: 53210-

INSP DATE: 05/10/11
 PHONE 1: (414)873-9944
 PHONE 2: (414)873-9951
 FAX: (414)873-5040

OWNER: MCDONALD, SHANNON

HOME PHONE: (414)403-2161

POINT OF IMPACT: 11

LIC#:
 BODY COLOR:
 CONDITION:

STATE:

VIN: SALPL16451A447045
 MILEAGE:
 ACCTNG CTL#:

*=USER-ENTERED VALUE
 EC=REPLACE ECONOMY
 UM=REMAN/REBUILT PRT
 OE=REPLACE PXN OE SRPLS
 TE=PARTL REPL PRICE
 I=REPAIR
 TT=TWO-TONE
 N=ADDITIONAL LABOR
 AA=APPEAR ALLOWANCE

E=REPLACE OEM
 UE=REPLACE OE SURPLUS
 EU=REPLACE SALVAGE
 PC=PXN RECONDITIONED
 ET=PARTL REPL LABOR
 L=REFINISH
 CG=CHIPGUARD
 RI=R&I ASSEMBLY
 RP=RELATED PRIOR

NG=REPLACE NAGS
 UC=RECONDITIONED PRT
 EP=REPLACE PXN
 PM=PXN REMAN/REBUILT
 IT=PARTIAL REPAIR
 BR=BLEND REFINISH
 SB=SUBLET
 P=CHECK
 UP=UNRELATED PRIOR

2001 LAND ROVER RANGE ROVER 4.6 SE 4DOOR WAGON 8CYL GASOLINE 4.6
 CODE: LR113A/G OPTNS B/24AG

OPTIONS:

TWO-STAGE - EXTERIOR SURFACES
 BUMPER COVER MOUNTED FOG LAMPS

TWO-STAGE - INTERIOR SURFACES
 LUGGAGE RACK

OP	GDE	MC	DESCRIPTION	MFG. PART NO.	PRICE	AJ%	B%	HOURS	R
E 0111	01		BUMPER, FRONT	DPB104600LYT	1,017.49			1.9	1
BR0288	13		DOOR SHELL, REAR	RT BLEND REFINISH				1.9	4
RI0314			W/STRIP, BELT OUTER	RT R&I ASSEMBLY				0.2	1
RI044C			MLDG, REAR DOOR UPPER/R	R&I ASSEMBLY				0.4	1
RI0306			HANDLE, RR DOOR OUTE	RT R&I ASSEMBLY				0.6	1
E 039C			PANEL, QUARTER	RT MXC9878	573.50			11.0	1
L 0390			PANEL, QUARTER	RT REFINISH				2.8	4
L 0397			DOOR, FUEL FILLER	RT REFINISH				0.4	4
E 0444			MLDG, QUARTER UPPER	R/R DGD102200	138.74			0.4	1
E 0452			APPLIQUE, QTR PANEL	RT BTR6226	281.38			INC	1
I 0479			SHELL, TAILGATE	REPAIR				1.0*	1
L 0479			SHELL, TAILGATE	REFINISH				2.3	4
I 0499			SHELL, TAILGATE	REPAIR				2.0*	1

2001 LAND ROVER RANGE ROVER 4.6 SE 4DOOR WAGON
CD LOG NC 14593-1

L 0499	SHELL, TAILGATE	REFINISH		1.9 4
E 0112 01	N/PLATE, TAILGATE	BTR7940MAD	83.20	0.2 1
R 0483	PUSH BUTTON ASSY, L/GAT	R&I ASSEMBLY		0.5 1
E 0534	TAILLAMP ASSEMBLY, O RT	XFB101740	112.51	INC 1
E 0536	TAILLAMP ASSEMBLY, I RT	XFE100220	88.62	0.2 1
E 0284 46	BUMPER, REAR	ANR4735	484.61	1.6 1
E 0586	FILLER, REAR BUMFER	RT NTC7882	100.83	INC 1
L 0586	FILLER, REAR BUMPER	RT REFINISH		0.5 4
ECM17	COVER CAR EXTERIOR	ECONOMY PART	10.00*	0.5*4
I M18	SET-UP & MEASURE	REPAIR		2.0*3
I M35	UBODY, REALIGN, RR	REPAIR		3.0*3
SBM60	HAZARD. WSTE. REM.	SUBLET REPAIR	3.00*	1

25 ITEMS

MC MESSAGE(S)

01 CALL DEALER FOR EXACT PART NUMBER / PRICE

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

46 PRINTABLE PXN COMPARE

FINAL CALCULATIONS & ENTRIES

GROSS PARTS				2,880.88
OTHER PARTS				10.00
PAINT MATERIAL				329.60
PARTS & MATERIAL TOTAL				3,220.48
TAX ON PARTS & MATERIAL @			5.600%	180.35
LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	52.00	17.0	3.0	1,040.00
2-MECH/ELEC	75.00			
3-FRAME	55.00		5.0	275.00
4-REFINISH	52.00	10.3		535.60
5-PAINT MATERIAL	32.00			
LABOR TOTAL				1,850.60
TAX ON LABOR		@	5.600%	103.63
SUBLET REPAIRS				3.00
TAX ON SUBLET		@	5.600%	0.17
TOWING				
STORAGE				

GROSS TOTAL 5,358.23

NET TOTAL 5,358.23

SHOPLINK U2352 ES CD LOG 14593-1 DATE 06/06/11 12:09:57AM R6.37 CD 04/11
PXN: Y/01/00/00/01/C1 CUM 01/00/00/01/01 GEOCODE 53210
HOST LOG

(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

2.4 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT

10-2-46 CLINT'S PHOTOS





NOTICES SENT TO FOR FILE 110896:

[illegible]



Legislation Details (With Text)

File #: 110879 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 11/2/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution relating to an appeal from Corves Coleman for property damage. (1st Aldermanic District)

Sponsors: THE CHAIR

Indexes: CLAIMS APPEAL

Attachments: City Attorney Letter, Appeal, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/16/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number

110879

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution relating to an appeal from Corves Coleman for property damage. (1st Aldermanic District)

Drafter

CC-CC

dkf

10/13/11

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
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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
DANIELLE M. BERGNER
CHRISTINE M. QUINN
MARGARET C. DAUN
JEREMY R. MCKENZIE
Assistant City Attorneys

September 19, 2011

Corves Coleman
5253 North 37th Street
Milwaukee, WI 53209

RE: C.I. File No.: 11-S-237

Dear Mr. Coleman:

We have received your claim in the amount of \$145.00, relating to damage allegedly sustained to your vehicle on July 9, 2011 when a branch from a City tree fell onto it while it was parked at 3367 North 37th Street.

Our investigation reveals that the Forestry Section records indicate that this matter was neither reported to nor investigated by them at that time. After receipt of this claim, they generally inspected this site and found that there is a 23-inch diameter Honeylocust tree at 3367 North 37th Street. The tree was alive and healthy. There was no fallen branch to inspect at the site.

In addition, the section noted that they reviewed their records for the last 5 years and found only one service request for this tree. On July 1, 2006, there was a request to remove a broken branch hanging from this tree. It was subsequently removed by a forestry crew. The trees in this area are on a regular pruning schedule and were last pruned in 2007.

There is no evidence that the City was negligent in this matter. As such, the City would not be liable. Therefore, we are denying your claim.

Corves Coleman
September 19, 2011
Page 2

If you wish to appeal this decision, you may do so by sending a letter within 21 days of the receipt of this letter to the Milwaukee City Clerk, 200 East Wells Street, Room 205, Milwaukee, Wisconsin 53202, requesting a hearing.

Very truly yours,



GRANT L. LANGLEY
City Attorney

Steven M. Carini

STEVEN M. CARINI
Investigator Adjuster

SMC:ms
1068-2011-2245:173744

Corves T. Coleman
5253 N. 37th Street
Milwaukee, WI 53209

CITY OF MILWAUKEE
2011 OCT 11 AM 9:39
RONALD D. LEONHARDT
CITY CLERK

Milwaukee City Clerk
200 East Wells Street Room 205
Milwaukee, WI 53202

RE: C.I. File No.: 11-S-237
VIA FAX

To Whom It May Concern:

I wish to appeal the decision denying my claim in the amount of \$145.00. When the tree branch fell on my car I immediately called the Milwaukee Police Department. They advised me that they do not handle things of this nature, but to call the City Clerk. I called the City Clerk to find out how to handle this matter. I was never advised to call the Forestry Section to report this incident. I was advised that the pruning schedule for trees in the City of Milwaukee is every two years. The last time this specific tree was pruned was 2007 as stated in the letter. This was four years ago. Please go forward with processing my appeal to this decision.

Thank you.

Sincerely,



Corves Coleman

CITY OF MILWAUKEE
RECEIVED
2011 OCT 11 PM 3:04
OFFICE OF
CITY ATTORNEY

Corves Coleman
5253 N. 37th Street
Milwaukee. WI 53209

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

CITY OF MILWAUKEE
RECEIVED
2011 AUG 19 PM 2:38
OFFICE OF
CITY ATTORNEY

To Whom It May Concern:

I would like to file a claim against the City of Milwaukee for damages done to my vehicle. On July 9, 2011 my Oldsmobile Cutlass was parked in front of the residence at 3367 N. 37th Street. At approximately 3:00 p.m. a large branch from a city tree fell on my car breaking the windshield. The tree is in front of the residence located at 3367 N. 37th Street, Milwaukee, WI. This property is occupied by April Billingslea. Ms. Billingslea has complained many times to the city about the decaying tree and nothing has been done. I called the Milwaukee Police Department after the branch fell and they directed me to contact the City Clerk. Please see the attached photos along with the receipt with the cost to replace the windshield. I would like to be reimbursed from the city in the amount of \$145.00 which was the amount I paid to replace the windshield on my car. If you have any questions I can be reached at 414-779-1999 or you may contact me via email at Corves_C@yahoo.com.

Thank you for your prompt attention to this matter.

Sincerely,



Corves Coleman

CITY OF MILWAUKEE
11 AUG 19 PM 12:16
RONALD D. LEONHARDT
CITY CLERK

A GLASS CITY NORTH INC
6000 49TH ST
KENOSHA, WI 53144
(262) 654-3399

Sale

ID: 001
Merchant ID: 000108226118
Bank ID: 1340
07/15/11
Batch#: 196001
Retrieval Ref #: 76364624

10:55:00

VISA Entry Method: Swiped

XXXXXXXXXXXX3926

Appr Code: 005500 Trv #: 000002

Total: \$ 145.00

Customer Copy



"Only Plastic & Tape Are Cheaper"

Featuring New & Used
Auto Glass

6000 49th Street • Kenosha, WI 53144
(262) 654-3399

Name Carver Date 7/15/11
Address _____ Appointment 1:20
Phone 414-722-1779 Time 10:00

JOB DESCRIPTION

☒ New ☐ Used ☒ Retail ☐ Wholesale ☒ Install ☐ Install Only

☒ Windshield ☐ Back ☐ Door ☐ Quarter ☐ Vent

☐ Lft ☐ Rt ☐ Frt ☐ Rear Other _____
Other _____

IN NO EVENT SHALL GLASS CITY BE LIABLE FOR
INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN ADDITION,
DAMAGE NOT INVOLVING WORKMANSHIP OR MATERIALS
IS EXPRESSLY EXCLUDED FROM COVERAGE
UNDER OUR WARRANTY.

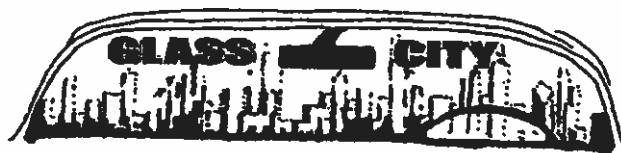
ABSOLUTELY NO GUARANTEE
WITHOUT THIS RECEIPT

SIN RECIBO NO HAY GARANTIA

Make _____ Model _____ Year _____
☐ 2 Dr. ☐ 4 Dr. Other _____

Glass Price 145.00
Labor _____
Parts _____
Tax _____
Total _____
Deposit _____
Balance _____

Office Use Only	
NAGS #	<u>Decker 34</u>
Supplier	_____
Driver or Installer	_____
Check #	<u>112002</u>
P.O. #	_____
Signature	_____



NORTH

"Only Plastic and Tape Are Cheaper"

Featuring New and Used
Auto Glass

6000 49th Street
Kenosha, Wisconsin 53144

(262) 654-3399
Fax (262) 653-9916

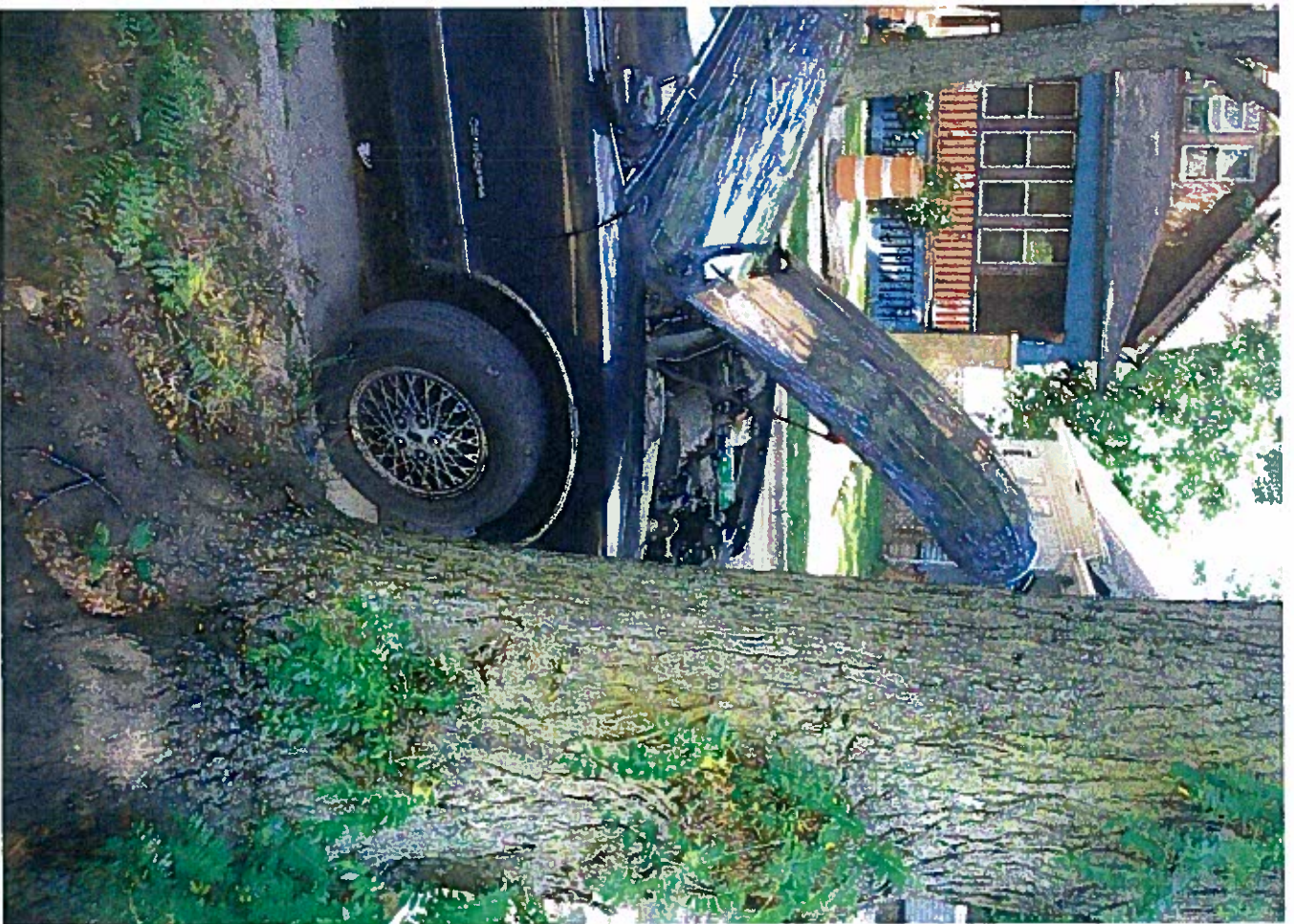


















NOTICES SENT TO FOR FILE 110879:

[illegible]



Legislation Details (With Text)

File #: 110895 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 11/2/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution relating to an appeal from Jeff Carl for property damage. (2nd Aldermanic District)

Sponsors: THE CHAIR

Indexes: CLAIMS APPEAL

Attachments: City Attorney Letter, Appeal, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/16/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number

110895

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution relating to an appeal from Jeff Carl for property damage. (2nd Aldermanic District)

Drafter

CC-CC

dkf

10/20/11

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
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JAY A. UNORA
DONALD L. SCHRIEFER
EDWARD M. EHRlich
LEONARD A. TOKUS
MIRIAM R. HORWITZ
MARYNELL REGAN
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ROBIN A. PEDERSON
DANIELLE M. BERGNER
CHRISTINE M. QUINN
MARGARET C. DAUN
JEREMY R. MCKENZIE
Assistant City Attorneys

October 6, 2011

Jeff Carl
4526 North 76th Street
Milwaukee, WI 53218-5341

RE: Jeff Carl
C.I. File No.: 11-S-256

Dear Mr. Carl:

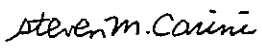
We have received your claim in the amount of \$345.00, relating to damage to your garage located at 4526 North 76th Street allegedly during May – August, 2011 when the garbage collectors flung the empty garbage cart against it after collection.

Our investigation reveals that the Sanitation Section indicates that the damages do not line up with the garbage cart. In addition, after collection, the crew leaves the cart at the alley line. Finally, the crew denies causing the damage. There is no evidence to support your belief that the garbage collectors caused the damage. As such, the City cannot accept liability. Therefore, we are denying your claim.

If you wish to appeal this decision, you may do so by sending a letter within 21 days of the receipt of this letter to the Milwaukee City Clerk, 200 East Wells Street, Room 205, Milwaukee, Wisconsin 53202, requesting a hearing.

Very truly yours,


GRANT F. LANGLEY
City Attorney


STEVEN M. CARINI
Investigator Adjuster

SMC:ms
1058-2011-2348:174357

October 14, 2011

Grant F Langley – City Attorney
Steven M Carini – Investigator Adjuster

CITY OF MILWAUKEE

RE: Jeff Carl
C.I. File No: 11-s-256

2011 OCT 17 AM 9:48

RONALD D. LEONHARDT
CITY CLERK

Dear Mr. Langley & Mr. Carini,

I received your letter dated 10/6/11 yesterday 10/13/11 denying my claim of damage to my garage by the garbage collectors. **At this time I would like to appeal your decision and request a hearing.**

Your denial is incorrect as the damage does match up with the garbage containers and I myself witnessed the actions of the garbage collectors. My pictures will validate my claim.

Should you need to contact me please do so at 414-461-6337 or via e-mail at hcarl@wi.rr.com. A copy of this letter will also be sent to my alderman.

Thank you,
Jeff Carl
4526 N 76th St
Milwaukee, WI 53218

8-31-11

City Clerk

Attached are 2 estimates for damages caused by the sanitation dept flinging the empty garbidge cans against the siding on my garage after garbage pickup. This continues to be a problem. I first called you in May and last called you last week. These actions have caused broken and cracked siding on my garage. Some one from the sanitation dept has been here to take pictures.

Jeff Carl
4526 N. 76th St.
Milwaukee, Wi
53218

414-461-6337

Thank you ahead of time for
cooperation.

Jeff Carl

CITY OF MILWAUKEE
2011 SEP -6 PM 1:27
RONALD D. LEONHARDT
CITY CLERK
CITY OF MILWAUKEE
RECEIVED
2011 SEP -6 PM 3:31
OFFICE OF
CITY ATTORNEY

RICK'S HOME IMPROVEMENT

414-467-3399

PROPOSAL SUBMITTED TO <u>Jeff CARL</u>		PHONE <u>414-461-6337</u>	DATE <u>7-23-11</u>
STREET		JOB NAME <u>CARL</u>	
CITY, STATE AND ZIP CODE		JOB LOCATION <u>4516 N 76th</u>	
AUTH. BY		<u>HILW. 421.53218</u>	JOB PHONE

We hereby submit specifications and estimates for

REPAIR GARAGE SIDING AND
CORNER POST. ALSO DOWN SPURT.
Must Remove Siding in order to replace
corner post

COST: \$600.00

We propose hereby to furnish materials and labor – complete in accordance with above specifications for the sum of
\$600.00 on completion of Job. dollars (\$ 600.00)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra coats will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 03 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Date of Acceptance:

7-23-11

Signature

Signature

4526 N 76th

OFFICE OF THE CITY CLERK
Milwaukee, Wisconsin

INSTRUCTIONS FOR FILING A CLAIM AGAINST THE CITY OF MILWAUKEE

To file a claim against the City, a claimant must comply with Section 893.80(1), Wis. Stats., a copy of which is printed on the reverse side of this instruction sheet. Generally, the statute requires the claimant to submit to the City Clerk:

1. A document stating the circumstances of the claim which must be signed by the claimant, or his/her agent or attorney. This document should be filed within 120 days of the event.
2. A document stating the address of the claimant and a statement of the relief sought. If money damages are sought, a specific sum must be stated.

(The above information may be combined in a single document.)

The following information should also be submitted to allow the City to promptly act on your claim:

- ✓ 1. Proof of the amount of the claim by means of either itemized receipts or two itemized estimates.
- ✓ 2. A phone number where the claimant can be reached during business hours.
- ✓ 3. As detailed a description of the incident as possible, including the date, time and place.

All information should be submitted to:

City Clerk
ATTN: CLAIMS
200 E. Wells St., Room 205
Milwaukee, WI 53202-1567

ADDITIONAL INFORMATION

Before you can file a lawsuit against the City of Milwaukee for reimbursement, State law requires that you first follow the claim procedures established by the City Clerk.

Filing a claim against the City does not automatically guarantee reimbursement from the City. However, the City examines each claim on an individual basis in determining if reimbursement is legally required.

In order to obtain reimbursement for a claim against the City, you must prove that the City or its employees acted unlawfully or negligently.

Only the City Attorney or the Common Council and the Mayor can authorize payment of a claim against the City. Any other representations made by City employees are not legally binding on the City.





UNITED ALUMINUM COMPANY LLC

Siding • Windows • Trim • Doors • Gutters

S71 W12461 BERRYWOOD LN.

MUSKEGO, WI 53150

PHONE 414-529-0520 • FAX 414-425-7527

791-1141-cell



8-17-11

Jeff Carl

4526 N 76th ST.

Milwaukee, WI

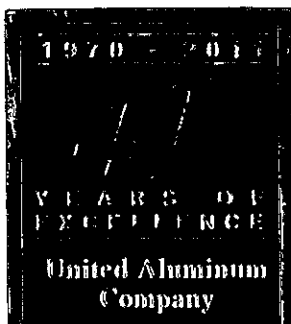
Garage

To replace 1 corner post, panels
of vinyl siding, 1 downspout.

The price includes all the labor,
material, tax, site cleanup.

\$ 345⁰⁰

George Lato,
United Aluminum Co.



NOTICES SENT TO FOR FILE 110895:

[illegible]



Legislation Details (With Text)

File #: 110415 **Version:** 0
Type: Resolution **Status:** In Committee
File created: 7/26/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE
On agenda: **Final action:**
Effective date:
Title: Resolution relating to the claim of Sharon Megna relating to property damage. (6th Aldermanic District)
Sponsors: THE CHAIR
Indexes: CLAIMS
Attachments: City Attorney Letter.pdf, Claim, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
7/26/2011	0	COMMON COUNCIL	ASSIGNED TO		
10/18/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
10/18/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
10/18/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
10/24/2011	0	JUDICIARY & LEGISLATION COMMITTEE	RECOMMENDED FOR DISALLOWANCE & INDEF. POSTPONEMENT	Pass	5:0
11/2/2011	0	COMMON COUNCIL	REFERRED TO	Pass	15:0
11/16/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number
110415
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title
Resolution relating to the claim of Sharon Megna relating to property damage. (6th Aldermanic District)
Requestor
City Attorney
Drafter
JAS:ms
July 8, 2011
1048-2011-798:171097

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
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MIRIAM R. HORWITZ
MARYNELL REGAN
G. O'SULLIVAN-CROWLEY
KATHRYN Z. BLOCK
ELOISA DE LEÓN
ADAM B. STEPHENS
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JARELY M. RUIZ
ROBIN A. PEDERSON
DANIELLE M. BERGNER
CHRISTINE M. QUINN
Assistant City Attorneys

July 8, 2011

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

Re: Resolution Relating to the Claim of SHARON MEGNA
C.I. File No. 11-L-25

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, Sharon Megna, 1618 West 55th Street, West Milwaukee, WI 53214, alleges that the Milwaukee Water Works had previously not properly turned off the water to her property located at 2616 North Hubbard Street and that she sustained damages when the meter burst. She claims damages in the amount of \$13,455.00.

Our investigation reveals that the Milwaukee Water Works (MWW) records indicate that on October 26, 2009 the claimant called their customer service department regarding a turn off request, due to a foreclosure, at 2616 North Hubbard Street. The MWW dispatched a field investigator who responded, located the stop box and turned off the water at the curb stop. On December 23, 2009, before initiating a final bill, they investigated to determine if there was additional water usage. The MWW noticed that the property was vacant and observed a lock box on the front door. They confirmed that the water status was off and obtained an electronic reading. On July 28, 2010, the MWW received a call from the claimant who just had questions about her water account. On December 15, 2010 a title company called the MWW just to inquire about the property. On January 28, 2011 the claimant reported to the MWW that there was flooding at her vacant property. A MWW field investigator responded that day and confirmed that the water was off at this location. On February 1, 2011 the claimant reported a burst meter at this property. A mutually agreed upon appointment was set for February 8, 2011. On that day the MWW conducted a burst meter investigation and confirmed that the water was off at the curb stop. They exchanged the meter and initiated the burst meter charge for this account. On February 10, 2011 the claimant called the MWW with general questions

To the Honorable Common Council
Of the City of Milwaukee
July 8, 2011
Page 2

about her water account. On February 25, 2011 the claimant informed them that she sold the property the previous day.

The MWW notes that whenever an owner makes a request to turn off the water at a property, it is the MWW policy to inform the owner that they have to make sure that the water is off. It is also the owner's responsibility to check their property and notify the MWW if the water is not off. Their crews do not go inside the property when responding to turn off requests or conducting street repair activity. It is also the owner's responsibility to protect pipes and the water meter from damage during the cold winter months. The MWW records show that when their crews responded to this property, the claimant was not present and there was no evidence of standing water or flooding.

The MWW was not negligent in this matter. As such, the City would not be held 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
1048-2011-798:171071

3/1/2011

City Clerk

Attn: CLAIMS

200 East Wells Street, Room 205

Milwaukee, WI 53202-3567

Dear Water Department Claims Department,

I am filing a claim against the city of Milwaukee due to the water company's negligence which caused water damage to my property at 2616 N Hubbard Street in Milwaukee, WI (Account #2442310600). In October of 2009 I called the water department to have them turn off the water because the property was vacant and I had been trying to sell the property. On Friday, January 28th, I got a phone call from a real estate agent who was showing my property to a potential buyer stating that there was 2-3 inches of water in the basement and he could hear water running. I called the water department and they sent over a water man who said that the water was in the off position but not cranked down tight enough so water had gotten into the system. He filed a report stating that he cranked the valve down tight and did not hear any noise in the system anymore. I had to wade through the 3 inches of water to turn off the water valve at the meter and saw that the meter had burst causing the basement to flood. I had to wait till the next day before the water drained out of the basement. Then I had to hire people to remove all of the items in the basement. The water company came and changed out the water meter on Tuesday 2/8/2011. Now because of the water damage caused to the entire building, I can no longer sell the property and had to call the lender to make a settlement to let me out of the lien on the property. The lender, Aurora agreed to the settlement of \$3000 due to the water damage to the property. I had no choice but to transfer the property to a rehabber (at no cost to him) on 2/25/2011. I had the property listed for \$10,000 so that is the potential loss to me due to the water damage and not being able to sell it due to that water damage.

So with this in mind, I am filing a claim for the following amount:

Cost to remove the debris from the basement to prevent mold = \$300.00

Loss of income expected from the sale of the property = \$10,000.00

Aurora Settlement cost = \$3000.00

Transfer Fee = \$155.00

Total amount of claim = \$13,455.00.

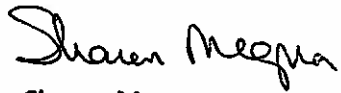
CITY OF MILWAUKEE
RECEIVED
2011 MAR -7 AM 10:35
CITY ATTORNEY

RONALD D. LEONARD
CITY CLERK

2011 MAR -4 AM 7:33
CITY OF MILWAUKEE
RONALD D. LEONARD
CITY CLERK

Please reference the attached listing, photos, check for debris removal, Aurora Settlement cost and Closing Transfer documents.

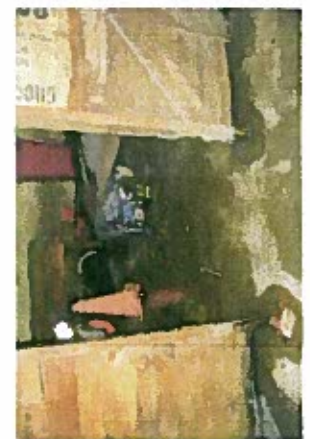
Please advise on the next step in processing this claim.

A handwritten signature in black ink, appearing to read "Sharon Megna". The signature is fluid and cursive, with the first name "Sharon" written in a larger, more prominent script than the last name "Megna".

Sharon Megna

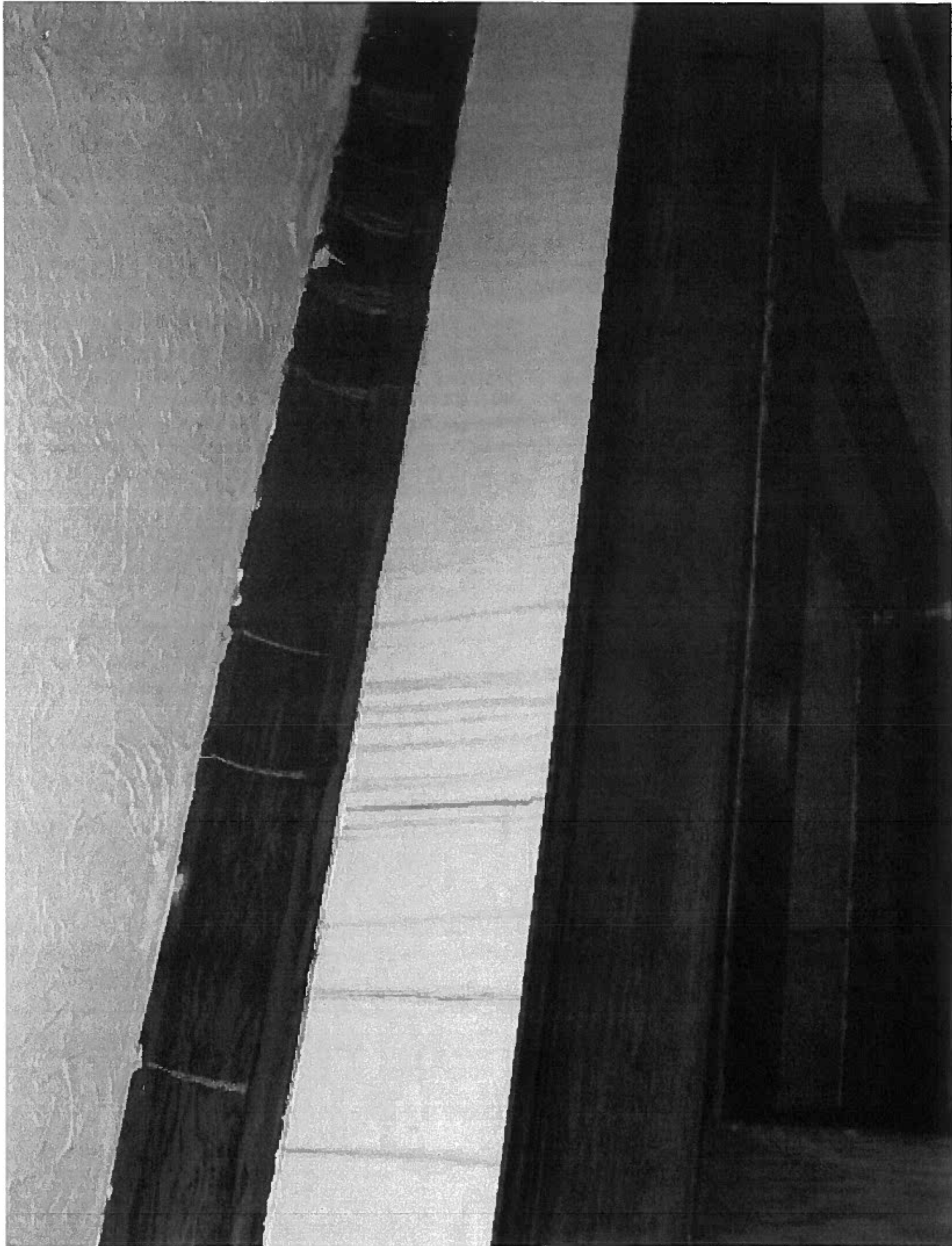
1618 S. 55th Street, West Milwaukee, WI 53214


Phone: 414-379-3339









Address: 2616 N Hubbard St Milwaukee, WI 53212-2847 County: Milwaukee		MLS #: 1182516																																								
	Property Type: Single-Family List Price: \$9,999 Status: Active Tax Key: 3220442000 Taxes: \$1,374 Zoning: residential Tax Year: 2010																																									
	Bedrooms: 3 Rooms: 6 Baths: 1 / 0 Sq. Ft.: 1,215 Garage Spaces: 0 Year Built: 1915 Garage Type: None Lot Size: .066 per intax																																									
	Flood Plain: No Occ. Permit Required: N Conforming Use: No Days On Market: 17																																									
	Directions: Locust east to Palmer south on Palmer to Center St. East on Center to Hubbard South on Hubbard. Coordinates: 26N 2E																																									
School District: MPS	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Dim</th> <th style="text-align: left;">L</th> <th style="text-align: left;">C</th> <th style="text-align: left;">W</th> </tr> </thead> <tbody> <tr> <td>Master Bedroom</td> <td>10 x 10</td> <td>M</td> <td>Yes</td> <td></td> </tr> <tr> <td>Bedroom 2</td> <td>10 x 10</td> <td>M</td> <td>Yes</td> <td></td> </tr> <tr> <td>Bedroom 3</td> <td>10 x 10</td> <td>U</td> <td>Yes</td> <td></td> </tr> </tbody> </table>	Name	Dim	L	C	W	Master Bedroom	10 x 10	M	Yes		Bedroom 2	10 x 10	M	Yes		Bedroom 3	10 x 10	U	Yes		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Dim</th> <th style="text-align: left;">L</th> <th style="text-align: left;">C</th> <th style="text-align: left;">W</th> </tr> </thead> <tbody> <tr> <td>Dining Room</td> <td>10 x 10</td> <td>M</td> <td>Yes</td> <td></td> </tr> <tr> <td>Kitchen</td> <td>9 x 10</td> <td>M</td> <td></td> <td></td> </tr> <tr> <td>Living/Great Room</td> <td>10 x 13</td> <td>M</td> <td>Yes</td> <td></td> </tr> </tbody> </table>	Name	Dim	L	C	W	Dining Room	10 x 10	M	Yes		Kitchen	9 x 10	M			Living/Great Room	10 x 13	M	Yes	
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Information is supplied by seller and other third parties and has not been verified.

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Prepared by Sharon P Megna, Ogden The Real Estate Company on Thursday, February 10, 2011 5:09 PM

SHARON P. MEGNA
1618 S. 55TH ST. PH. 414-321-5374
WEST MILWAUKEE, WI 53214

12-5 140
750
0343012829
DATE 2/3/2011

4155

PAY TO THE
ORDER OF

Eric Wein

Three hundred dollars & no/100 → \$ 300.00

DOLLARS



Security Features
Include
DPS II on Back

M&I Marshall & Ilsley Bank

MEMO

Hubbard Dobbs Rental Sharon P. Megna

⑆07500005⑆

04155



10350 PARK MEADOWS DRIVE • LITTLETON, CO 80124

February 23, 2011

3640040158966534SS02402-23-11

Sharon P Megna
1618 S 55th St
West Milwaukee WI 53214-5244

RE: Borrower(s): Sharon P Megna (herein defined as "Borrower")
Loan Number: 0040158966
Property Address: 2616 N Hubbard St, Milwaukee WI 53212
Original Principal Balance: \$ 114,000

Dear Customer(s):

This letter agreement shall serve to evidence the parties' agreement with respect to the above-referenced loan (the "Subject Loan").

Borrower agrees to remit payment to Aurora Loan Services in the amount of \$3,000.00 as full and final payment of the Borrower's outstanding debt to Aurora Loan Services on the above account. Aurora Loan Services agrees that effective upon its receipt of the above-referenced funds the Subject Loan will be deemed paid in full. Aurora Loan Services will be deemed paid in full. Aurora Loan Services will then forward to the appropriate governing authority the release documents necessary to release any lien interests held by Aurora Loan Services against property secured by the Subject Loan.

Please be advised that time is of the essence. Certified funds must be received by Aurora Loan Services no later than March 4, 2011. If the funds are not received by this date, the offer outlined herein will be rescinded and considered null and void. This letter agreement may not be amended, supplemented or otherwise modified and shall be enforceable and binding against the Borrower on the account.

This letter agreement is to be fully executed by the Borrower and returned to Aurora Loan Services concurrently with the payment outlined herein. Otherwise, this agreement shall be of no force and effect and will not bind or obligate Aurora Loan Services to release its lien secured by the Subject Loan.

IMPORTANT INFORMATION ON PAGE 2



AURORA LOAN SERVICES LLC

**Aurora • Loan Services**

10350 PARK MEADOWS DRIVE • LITTLETON, CO 80124

Loan Number 0040158966

Page 2 of 2

If you have any questions, please contact the undersigned at the address above or by calling 800-550-0509.

Sincerely,

CORY CASON
Loss Mitigation
Aurora Loan Services

Acknowledged and Accepted By:


Sharon P Megna

Aurora Loan Services is a debt collector. Aurora Loan Services is attempting to collect a debt and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collateral property.



AURORA LOAN SERVICES LLC

U S TITLE AND CLOSING SERVICES, LLC
8112 W Bluemound Road, Suite 200, Wauwatosa, WI 53213
Phone: 414-454-2333 Fax: 414-454-2337
E-Mail: jtotero@ustitleco.com

CLOSING STATEMENT

DATE: February 24, 2010
PROPERTY: 2616 N Hubbard Street
SELLER: Sharon P. Megna
BUYER: Royal Home Properties, LLC
TIME:
PLACE: U S Title

FILE NO.: 49465

SALE PRICE:	\$	1.00
Title/Closing Costs	\$	598.00
GROSS DUE FROM BUYER:	\$	599.00

CREDITS

Earnest Money	\$	-
TOTAL CREDITS	\$	-
NET DUE FROM BUYER:	\$	599.00

DISBURSEMENTS

Register of Deeds - Transfer Tax	\$	3.00
Register of Deeds - Record Deed	\$	30.00
City of Milwaukee - DNA Recording/Code Compliance	\$	125.00
Aurora Loan Services -- Payoff	\$	3,000.00
U S Title - Overnight Fee	\$	20.00
U S Title - Owners Policy	\$	350.00
U S Title - Special Assessment Letters	\$	75.00
U S Title - Closing Fee	\$	150.00
TOTAL DISBURSEMENTS TO OTHERS	\$	3,753.00

NET PROCEEDS:	\$	(3,154.00)
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NOTE: Seller to bring a cashiers check for \$3,154.00 made payable to U S Title.
NOTE: The undersigned hereby acknowledges and agrees that U S Title Company is to be held harmless of any and all code compliance charges including but not limited to inspection, delinquent taxes, boardup and delinquent city services not prorated above.

APPROVED

Seller Sharon Megna
Sharon Megna

Buyer [Signature]
Royal Home Properties, LLC

SHARON P. MEGNA
1618 S. 55TH ST. PH. 414-321-5374
WEST MILWAUKEE, WI 53214

12-5¹⁴⁰
750
0343012829
DATE 2/11/14

4169

PAY TO THE
ORDER OF

U.S. Title

\$ 155.00

One hundred fifty five dollars & no/100 DOLLARS

M&I Marshall & Ilsley Bank

MEMO Hubbard Closing Costs

Sharon Megna

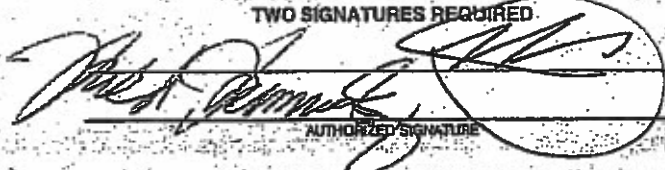
MP

⑆07500005⑆ 04169

25 - copy mil rec / CO & comp
30 - Deed

**** REAL ESTATE CLOSING ****

Buyer/Borrower: Clark
 Seller: Megna
 Lender:
 Property: 2616 North Hubbard Street/Milwaukee WI /
 Settlement Date: February 24, 2011
 Disbursement Date: February 28, 2011
 Check Amount: \$ 3,000.00
 Pay To: Aurora Loan Services
 For:
 Payoff

		29083
U S TITLE & CLOSING SERVICES, LLC CLOSING TRUST 8112 WEST BLUEMOUND ROAD, SUITE 200 WAUWATOSA, WI 53213	MARINE BANK WAUWATOSA, WI 53226 79-2293-711	49465 Payoff Dollars
—Three Thousand and 00/100—		
	DATE	AMOUNT
	February 28, 2011	\$ *****3,000.00
VOID 6 MONTHS AFTER DATE ISSUED TWO SIGNATURES REQUIRED		
PAY TO THE ORDER OF	Aurora Loan Services <div style="text-align: right;">  AUTHORIZED SIGNATURE </div>	

⑈029083⑈ ⑆071122933⑆0001⑈154⑈570⑈

U S TITLE & CLOSING SERVICES, LLC - CLOSING TRUST

29083

Buyer/Borrower: Clark
 Seller: Megna
 Lender:
 Property: 2616 North Hubbard Street/Milwaukee WI /
 Settlement Date: February 24, 2011
 Disbursement Date: February 28, 2011
 Check Amount: \$ 3,000.00
 Pay To: Aurora Loan Services
 For:
 Payoff

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

M&I Marshall & Ilsley Bank

000530915

Notice - The purchase of an Indemnity Bond may be required before any Official Check on this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.

14000 692 098 02/24/11
780

Remitter ***SHARON MEGNA***

Date February 24, 2011

Amount THREE THOUSAND DOLLARS AND ZERO CENTS

\$ *****3,000.00

Pay to the order of

US TITLE

VOID AFTER 90 DAYS



48410098

M&I Marshall & Ilsley Bank

Authorized Signature

[Handwritten Signature]

MP

⑈000530915⑈ ⑆075000051⑆ 00484⑈ 10098⑈

**LIMITED POWER OF ATTORNEY
TO**

(Attorney-in-Fact)
of
U S TITLE & CLOSING SERVICES, LLC

The undersigned hereby appoints *agent* of U S Title & Closing Services, LLC whose address is 8112 W Bluemound Road, Suite 200, Milwaukee, WI 53213, as our Attorney-in-Fact, to do and perform for me (us) and in my (our) name, the following:

To generally handle the sale of our real estate located at:

2616 N Hubbard Street, Milwaukee, WI

Giving and granting unto said Attorney-in-Fact the right to deliver a general warranty deed and execute other such documents required to convey the Grantor's interest in the real estate and, further, the right to complete any instruments or document needed in the closing of transactions including but not limited to the HUD-1, HUD-1 addendum, Fannie Mae Affidavit, Closing Statements and 1099-S Reporting Form.

Further, giving said *agent* of U S Title & Closing Services, LLC power to do those things necessary and power to close the sale of real estate for and on my (our) behalf.

Persons to whom this instrument may be delivered may rely on its being in effect as of _____, or until revoked in writing.

*

Sharon Megna

*Sharon Megna

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)

Personally came before me this 11th day of February, 2011, the above named **Sharon Megna** to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

[Signature]

*

Notary Public for MIL County,
My Commission Expires: 9.18.11

SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR:
OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS

U S TITLE AND CLOSING SERVICES, LLC
8112 W. Bluemound Road Suite 200
Wauwatosa, WI 53213
(414)454-2333

Filer's Federal Tax ID Number:

File Number:

49465

SELLER/TRANSFEROR'S NAME AND ADDRESS

Sharon Megna

Transferor's Federal Tax ID Number:

1) Date of Closing: 2/14/11	2) Gross Proceeds: 15000.00	4) X here if property or services received:	5) Buyer's part of real estate tax:
3) Address or Legal Description: 2616 North Hubbard Street/Milwaukee WI			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE U S TITLE AND CLOSING SERVICES, LLC WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE U S TITLE AND CLOSING SERVICES, LLC WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT FEDERAL TAX IDENTIFICATION NUMBER. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Sharon Megna
Sharon Megna

2/11/11
Date

Instructions for Transferor

You MUST enter your Federal Tax Identification Number above.

Sign and return a copy of this form immediately to U S TITLE AND CLOSING SERVICES, LLC.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Sales of Business Property, Form 6252, Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses.

You may have to recapture (pay back) all or part of a Federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990, and
- You sold or disposed of your home at a gain during the first 9 years after you received the Federal mortgage subsidy.

This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home.

If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other Income" line of Form 1040. For more information, see Pub. 523.

U S TITLE AND CLOSING SERVICES, LLC

8112 W Bluemound Road

Suite 200

Wauwatosa, WI 53213

**OWNER'S AFFIDAVIT
AS TO LIENS AND ADVERSE MATTERS**

File No. 49465

STATE OF WISCONSIN
_____ COUNTY

The undersigned affiant(s) being first duly sworn say(s):

1. That affiant is the owner of the real estate described in the commitment bearing the above case number and an effective date of _____, or that affiant has an interest in the entity set forth as owner of said real estate.
2. That affiant has no knowledge of any conveyance delivered to anyone (other than to the Proposed Insured) nor of any matters (other than those set forth in said commitment) adversely affecting title to said real estate.
3. That the said real estate has been in the exclusive and undisputed possession of the owner since acquisition thereof and no leasehold rights exist except: NONE
(If none please write NONE)

STRIKE EITHER 4 OR 5 BELOW, WHICHEVER DOES NOT APPLY.

4. That all buildings and improvements on the property were fully completed over six months prior to the date hereof.
5. That during the period of six months immediately preceding the date of this affidavit certain work has been done and materials furnished in connection with _____
(describe general nature of work) upon said premises in the approximate total sum of \$ _____, but that except as hereinafter stated all of said work and materials have been fully paid for and there are no claims or disputes in existence with reference thereto.
That said work was fully completed on _____, and that no work whatever remains to be done and that no materials remain to be furnished to complete the construction in full compliance with the plans and specifications. **IF NECESSARY, ATTACH A LIST OF ALL PERSONS, FIRMS OR CORPORATIONS WHICH HAVE FURNISHED ANY LABOR OR MATERIAL FROM THE BEGINNING OF THE CONSTRUCTION, TOGETHER WITH WAIVERS IN FULL FROM ALL OF SAID PARTIES.**
Exceptions: _____
6. That as of the date hereof no mortgage, judgment, construction lien, old age assistance lien, repair bill, state or federal tax lien has been filed and is unpaid affecting said real estate; that no action for specific performance, foreclosure, to create a trust, impose a lien, forbidding conveyance, or set aside any deed is now pending with respect thereto; that no sewer, water, sidewalk, curb, gutter, grading surfacing, or paving work has been done which has not been fully paid for, and that general taxes for all prior years are fully paid; except: NONE
(If none please write NONE)

That this affidavit is submitted to induce payment of consideration by purchaser and/or lender and to induce insurance of title by U S Title and Closing Services, LLC.

SUBSCRIBED AND SWORN to before me
this 11th day of February 2011.

[Signature]
Notary Public _____ County
State of Wisconsin
My Commission Expires: 9.18.11

[Signature]
*Sharon Megna


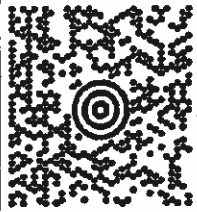


*

UPS Internet Shipping: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
Schedule a same day or future day Pickup to have a UPS driver pickup all of your internet Shipping packages.
Hand the package to any UPS driver in your area.
Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.
To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com.

Customers with a Daily Pickup
Your driver will pickup your shipment(s) as usual.

FOLD HERE

JENNY 4144542333 US TITLE AND CLOSING SERVICES 8112 W. BLIEMOUND RD WAUWATOSA WI 53213		0.0 LBS LTR 1 OF 1	
SHIP TO: CORY CARSON, LOSS MITIGATION 800-550-0509 AURORA LOAN SERVICES 10350 PARK MEADOWS DR LITTLETON CO 80124-6800		CO 801 0-04 	
		UPS NEXT DAY AIR SAVER 1P TRACKING #: 1Z A12 SWO 13 9396 1015	
			
		BILLING: P/P	
		 1ES 11.1.06 W000070 12.0A 01/2011	

U S TITLE AND CLOSING SERVICES, LLC

8112 W. Bluemound Rd. Suite 200

Wauwatosa, WI 53213

(414) 454-2333

February 24, 2011

ATTN: Loss Mitigation

Aurora Loan Services

FILE NO: 49465

Borrower: Sharon P. Megna

Account Number: 0040158966

Property: 2616 N Hubbard Avenue. Milwaukee, WI 5353212

Pursuant to your attached payoff letter, we are enclosing a check in the amount of \$3,000.00 for payment of your mortgage or equity line. Please prepare a mortgage satisfaction and forward to the following address:

U S TITLE AND CLOSING SERVICES, LLC

8112 W. Bluemound Rd. Suite 200

Wauwatosa, WI 53213

IF THIS IS AN EQUITY LINE OR AN OPEN-ENDED MORTGAGE PLEASE CLOSE THE ACCOUNT IMMEDIATELY.

ACKNOWLEDGED; I acknowledge receipt of the above and agree to deliver the check immediately. I will be responsible for any expenses due to any delay in delivery.

DATE: _____ SIGNED: _____

WARRANTY DEED

Document Number

This Deed, made between Sharon Megna, a single personGrantor, and Royal Home Properties, LLC

Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Milwaukee County, State of Wisconsin (the "Property") (if more space is needed, please attach addendum): The North 10 feet of Lot 24 and the South 25 feet of Lot 25, in Block 215, in John B A Kern's Subdivision No. 2, being a part of the Southeast 1/4 of Section 17, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Recording Area

Name and Return Address

322-0442-8

Parcel Identification Number (PIN)

This is not homestead property.

(is) (is not)

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of the closing and will warrant and defend the same.

Dated this _____ day of February, 2010.

* _____

Sharon Megna
* Sharon Megna

* _____

* _____

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney William M Judge

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

MILWAUKEE County)

Personally came before me this 11th day of
February, 2010 the above named
Sharon Megna

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____

Notary Public, State of WISCONSIN

My Commission is permanent. (If not, state expiration date: _____)

* Names of persons signing in any capacity must be typed or printed below their signature.

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1 - 2000

INFO-PRO (800)855-2021 www.infoproforms.com

NOTICES SENT TO FOR FILE 110415:

[illegible]



Legislation Details (With Text)

File #: 110903 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 11/2/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution relating to an appeal from Pamela Jordan for the loss of her dog. (6th Aldermanic District)

Sponsors: THE CHAIR

Indexes: CLAIMS APPEAL

Attachments: City Attorney Letter, Appeal, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/16/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
11/16/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number

110903

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution relating to an appeal from Pamela Jordan for the loss of her dog. (6th Aldermanic District)

Drafter

CC-CC

dkf

10/25/11

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
DANIELLE M. BERGNER
CHRISTINE M. QUINN
MARGARET C. O'AUN
JEREMY R. MCKENZIE
Assistant City Attorneys

September 22, 2011

Pamela Jordan
2817 North Richards Street
Milwaukee, WI 53212

RE: Pamela Jordan
C.I. File No.: 11-S-235

Dear Ms. Jordan:

We have received your claim in the amount of \$750.00, relating to the June 29, 2011 death of your dog due to an incident involving the Milwaukee Police Department (MPD) at your home located at 2817 North Richards Street.

Our investigation reveals that the MPD was in the area conducting field interviews of three subjects related to neighborhood complaints of open air drug dealing. While completing these interviews, your son began yelling profanities at the officers from across the street. He was ordered to stop doing this by the officers. He then ran into your residence when one of the officers approached him.

The officer then noticed drug related trash on the lawn. He then began to investigate this issue further. When the officer entered the unlocked gate to investigate the drug related trash, he encountered a large pitbull that was coming at him. The officer kicked the dog away but it recovered and the bit him on his forearm. The officer fired his gun to get the dog to release its bite on his arm. After additional arrests were made, the MPD entered your home to locate the injured dog that was taken into the home by you. The decision was made to put the dog out of its suffering. Since the MPD was not negligent in this matter and acting within their sphere of responsibility, the City cannot accept liability and we are denying your claim.


Pamela Jordan
September 9, 2011
Page 2

If you wish to appeal this decision, you may do so by sending a letter within 21 days of the receipt of this letter to the Milwaukee City Clerk, 200 East Wells Street, Room 205, Milwaukee, Wisconsin 53202, requesting a hearing.

Very truly yours,



GRANT F. LANGLEY
City Attorney



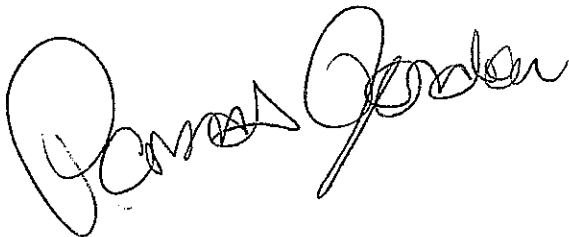
ROBERT OVERHOLT
Investigator Adjuster

RMO:ms
1032-2011-2224:173455

To whom I may concern you sent me a letter denying that you will pay for my dog which your N.T.F. officer shot and also said he enter my gate due to drug paper on my lawn which was a lye he told I clean up my yard and the block every other day with proof from my neighbors also my daughter had a daycare center going on at the time if my dog would have bit the officer my daughter daycare center would have been closed down which was not I also took the officer to trial and won my case because I new my dog did not get out of the kennel that I had built from the ground and up about 6 feets with lock built on the gate that you can only open from outside to let the dog out my daughter would have lost her daycare license if I would have had a 7 year-old pit bull in an unlock play area I have two letters from both of my nearby neighbors on each side of my house. Hear is a copy of my dog license his shot records and his cremation bill I would like the city to pay for my animals and the things that had to be done for him to become a gorgeous well behaved pit bull, again my pit bull was not in an open area. The officers were even at court all officers are not bad and all officers are not good.

Thank you for any
consideration that you
have for my animal.

Pamela Jordan
2817 north Richards street
Milwaukee WI (53212)
414-265-5594

A handwritten signature in black ink, appearing to read "Pamela Jordan". The signature is fluid and cursive, with the first name "Pamela" written in a larger, more prominent script than the last name "Jordan".

Pamela Jordan
2817 N. Richards ST.
Milwaukee, Wisconsin (53212)

CITY OF MILWAUKEE
RECEIVED

Incident
2011 AUG 17 PM 1:07
6/29/2011- 12:45 p.m
2817 N.Richards ST.

OFFICE OF
CITY ATTORNEY

CITY OF MILWAUKEE
11 AUG 16 PM 2:42
RONALD D. LEONHARDT
CITY CLERK

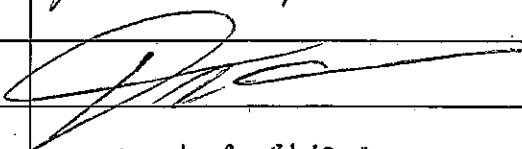
Whom it may concern:

My name is Pamela Jordan. I have a pressing matter about something that happened on June twenty-ninth, two thousand and eleven. The incident occurred when the police was summoned to 2817 N. Richards. The police approached my son while he was standing next door at my neighbor right next door to our house the police yelled across the street from where he was investigating a drug area ask my son where he live my son stated 2817 N.Richards and showed his keys and came right on the porch and entered the house one of my sons said a smart remark off of their own property (a freedom of speech is allowed especially on your own property. The police officer left his investigating scence to come across the street on my property and start searching my porch. My son told him that he can't search the porch without any warrant or probable cause the officer then proceeded to walk off the porch with an angry attitude not only that he say a big sign on my porch that stated that my house is a daycare center , again the officer proceeded to walk off the porch and through the side of my house the boys who they where investigating stated to the officer who left from with his partners they have a dog back there the officer stated that if you here shots that mean the dog has been shot so if the recording really works on the officer cars then you should have his saying on tape. Therefore the officer continued to walk in my back yard ok now I have a locked 6 foot inch gate on the other side of my yard that the state of Wisconsin had me build before they had approved my daughter's day care center, my dog had to have all his shots and license all that was done so what give this officer the nerve to go far away from my back door to the other side of my house unlock my dog kennel and shoot him in the middle of the head pick my dog paw up and scratch his self not knowing that I have neighbors that live behind me that they were looking right over my dog kennel as this was going on, if my dog would have bit this officer how did my dog get out the locked kennel this has never happened when the daycare kids play back in the yard, if the officer was having a problem with my house with my teenagers he should have came back when he realize that adults where home but he continued to take things own the other officers who he was with was not on the same thing as officer Dennis Justus they where shocked as well when they heard that he shot the dog, I tried to go through the side of my house but the officer's that left the scence across the street had ran over when they heard the shots would not let me go in my backyard to check on dog so I went back in my house and went out the back

door my dog was laying out his dog kennel by the officer feet that shot him my dog was looking shocked and scared like what had just happened so I picked my dog up and carried him in the house and put a towel around the top of his head trying to put pressure on his head, I never in seven years had a problem with my dog especially when the daycare passes inspection with him. Then my son and I goes on the porch so I can receive information from the officer who shot my dog this officer then run on my porch and started grabbing my son now if this officer has been bitten on his right wrist by a seven year old pit bull blood should have been everywhere my dog jaws would have locked on this officer wrist that it would have been hanging off my dog should have been shot in the throat or the chest not at the top of his head where my dog was just sniffing down under the gate for a scent he smell in the his yard the neighbors in the neighborhood did not here my dog bark or growl when the officer entered my yard so why would he unlock my kennel is shoot my dog out of anger now the other part of this story as this officer was grabbing my son with no blood leaking at all my sixteen year old child by the way I was giving a six hundred and eighty-nine dollars ticket for a dog bite a disorderly conduct ticket obstructing officer ticket, my sixteen year old son has disorderly conduct, obstructing officer, my nineteen year old daughter has a obstructing an officer my sister that was there has a disorderly conduct my fourteen year old brother has disorderly conduct and obstructing officer ticket my fiancée was tazed and he has a disorderly conduct he drives the county bus if this officer was bitten he show wrote a lot of tickets with his hand that got bitten with no blood leaking at all. Every since this incident took place, I received several visits from this officer so I decided to go to fifth district supervisors and the supervisor said this officer is from NTF he had given me the officer information and gave me a hand full of complaint forms told me to fill out get notarized and take to NTF supervisor on vilet street, before this could happen I started to keep receiving visits from this officer this time harassing visits (Dennis Justus) he drives by my house and throw up the peace sign. He states no one would believe you I am working, he has mailed several tickets to my house falsifier tickets ,get this ticket coming off highway 40 in to 57. Does this make since for one-hundred and fourteen dollars, the other ticket, for yelling off my porch my property I pay taxes this ticket is two-hundred and eighty-nine dollars. Another ticket is for driving under suspended for one hundred and fourteen dollars, when did he pull me over for driving he has not this is falsifier, he has mailed my fiancée a ticket for letting me drive his vehicle for beening suspended this officer never pulled me over for driving these are harassing tickets where he is using his work to perform illegal tickets so I did get really tired of seening this officer keep harassing me I went to internal fairs to get the officer of NTF to leave my family alone he was harassing every day. I have been to numerous lawyers and have received good response back I been to internal affairs I received help to have something like this happen is mind bothering.I feel something need to be done. How I know my dog did not attack the officer is that on this incident date 6/29/2011 12:45 pm because it was during day care hours even though the kids where on a walking trip day care was still open why would the officer open a locked dog kennel, shoot open fired at day care center.

Pamela Jordan
2817 N. Richards ST.
Milwaukee, WI (53212)
414-265-5594

The circumstances of my claim is that a Milwaukee NTF officer came on my private property not chasing anyone. Was suppose to been doing an investigation on a house across the street. The officer had no reason to ask my son was walking to his own property had no reason to ask my son any questions if my son was not over across the street while the officer was doing his investigation, so the officer got angry due to the fact that my son told him he had to get off private property through the storm door the officer then went off the porch instead of going back across the street to his drug investigation he continued to walk toward my backyard which my daughter uses my house as a day care center walk pass my backdoor and unlock my dog kennel that passed through the state and shoot my dog in the middle of the head my dog did nothing to him my dog has a state of Wisconsin dog license. I feel and everybody in my neighborhood feel the city of Milwaukee should pay for my dog. My dog cost my fiancée \$750.00 my dog shots, my dog burial I would like the city of Milwaukee to pay for my animal and his expense my seven year old pit bull has never been a problem or even bit anyone I do have a load of witness

DATE/TIME	COMMENTS	REMARKS
	TO Whow this may concern :	
	I DONAVON L. OWENS bought A pit bull puppy for the price of \$750.00 IN July OF 2007 from A Dog breeder I give my Girlfriend the puppy As A gift for her and her kids now we have made sure that he has ALWAYS had All OF his Shots and visits to the Vet. IF there is any more questions I will be more then happy to answer them.	
	Yours truly  DONAVON L. OWENS 8-16-11 414.265-5594	<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> OFFICE OF CITY ATTORNEY RECEIVED CITY OF MILWAUKEE 2011 AUG 17 PM 1:07 </div>

PATIENT/
RESIDENT

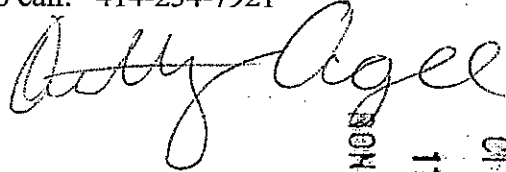
PHYSICIAN

MEDICAL
CASE#

NURSES NOTES

To whom I may concern I Anthony Agee took Pamela Jordan dog bungy an American pit bull to the Veterinary Clinic on 3-18-2011 because she had something she had to take care of due to taking him to the veterinary clinic the clinic had to put her dog shot records in my name because I was present with bungy I also had to go down to city hall the same day to get bungy dog license and they also put the license in my name so therefore I am writing you to tell you the bungy belongs to Pamela Jordan not myself Anthony Agee.

Thank You if any questions feel free to call. 414-234-7921



CITY OF MILWAUKEE
11 OCT 14 PM 3:25
RONALD D. LEONHARDT
CITY CLERK

CITY OF MILWAUKEE
RECEIVED
2011 OCT 17 PM 3:57
OFFICE OF
CITY ATTORNEY

9/27/11

To Whom it may concern,

My name is Elsa Luna-Walker
I live at 2821 N Richards St. I
am Pamela Jordans neighbor. I
would like to say that Everytime
my neighbor would put her dog
outside, he was always enclosed
in the area Pamela built in her
backyard, especially for the dog.
It was a locked area. I never
had a problem with her dog, like I
said it was always locked in it's
own area.

Thank You,

Elsa Luna-Walker

Elsa Luna-Walker

To the City of Milwaukee:

As a neighbor @ 2813 N. Richards Street we approve of Ms. Pam @ 2817 N. Richards St. to have a dog on her premises. At the time of the incident in June Ms. Pam dog wasn't at the front gate, her dog was in back in the dog cage. As a neighbor, please allow them the right to get another dog. As a pet owner she took very good care of the dog and made sure that dog wasn't able to hurt neighbors or children in the neighborhood.

Thanks,

Lennore Black
LENNORE Black
414.350.8527

To the City of Milwaukee:

As a neighbor @ 2813 A. N Richards Street, Ms. Pam is always in the neighborhood helping out people and making sure that if the elderly or people nearby need anything done outside or etc. She will do it from the kindness of her heart; like pick up papers, rake leaves and other tasks. It's hard to find a young lady in the neighborhood who is willing to help out like Ms. Pam.

Thanks,



Briana Renfro

Milwaukee Municipal Court
251 N James Lovell St
Milwaukee, WI 53233-1449
Phone: (414) 286-3800
Fax: (414) 286-3615



**CITY OF MILWAUKEE
MUNICIPAL COURT**

October 11, 2011

JORDAN, PAMELA YVETTE
2817 N RICHARDS ST
MILWAUKEE, WI 53212

Case Number: 11082359

Citation: 61099032

Violation: Dangerous Animal Regulations

Judge: CHAVEZ, PHILLIP M

DEFENDANT NOTICE

JUDGMENT

Finding: Dismissed without Prejudice **Date:** 10/11/11

Total Fine: \$ 0.00

Paid/Stayed: \$ 0.00

Total due: \$ 0.00

RABIES VACCINATION CERTIFICATE

NASPHV FORM 51 (Revised 2007)

RABIES TAG NUMBER

111049

MICROCHIP NUMBER

Owner's Name & Address

Print Clearly

LAST
AGEE

FIRST
ANTHONY

M.I.

TELEPHONE
(414)265-5594

NO STREET
2817 N RICHARDS STREET

CITY
MILWAUKEE

STATE
WI

ZIP
53212

SPECIES

Dog ☒
Cat ☐
Other ☐
(Specify)

SEX

Male ☒
Female ☐
Neuter ☐

AGE

Months ☐
3 Years ☒

SIZE

Under 20 lbs ☐
20 - 50 lbs ☐
Over 50 lbs ☒

PREDOMINANT BREED

American Pit Bull

PREDOMINANT
COLORS/MARKINGS
Brindle Multicolor

NAME
Bungy

Animal Control License ☐ 1 Yr ☐ 3 Yr ☐ Other

DATE VACCINATED
03/18/2011

PRODUCT NAME

MANUFACTURER
(First 3 Letters)

M e r

☒ 1 yr USDA Licensed Vaccine
☐ 3 yr USDA Licensed Vaccine
☐ 4 yr USDA Licensed Vaccine

☐ Initial dose ☐ Booster dose

11100A

Vacc. Serial (Lot) No.

Veterinarian: Carrie Donahue DVM
License No:

Veterinarian's
Signature

Address Saint Paul Veterinary Clinic
431 N 27th Street
MILWAUKEE, WI. 53208

NEXT VACCINATION
DUE BY:
03/17/2012

Receipt Number: R11-099779

Receipt Date: Wednesday, June 29, 2011

PID: P154166

Phone: (414) 265-5594

Received From: PAMELA JORDAN

Hash No:

PAMELA JORDAN
2817 N RICHARDS ST
MILWAUKEE WI 53212

Item:	Animal ID:	Reference No:	Price:	Each:	Amount:
PUB CREMATE	A228171		\$25.00	1	\$25.00
Total Fees Due:					\$25.00
Payments:	Cash: \$ 40.00	Check: \$ 0.00	Credit Card: \$ 0.00		
Change: \$15.00	Balance Due: \$0.00	Total Payments Received:	\$40.00		

Animal Information:

A228171 - Age: 7 years old, MALE, PIT BULL/MIX, BR BRINDLE DOG

OWNER REQUESTED DISPOSAL OF DECEASED ANIMAL**Surrender conditions:**

I do hereby affirm and declare that the animal(s) listed above is/are legally owned by me and I have the right of possession or I am otherwise authorized to present the animal(s) for disposal. My spouse and/or any co-owner of the animal(s) listed above agree to this release statement. I have not taken the animal(s) listed above from another person without that person's consent. I hereby release all rights of ownership to MADACC.

I have read and accept the Terms and Conditions as set out above and hereby request and authorize Milwaukee Area Domestic Animal Control Commission (MADACC) to dispose the above mentioned animal(s). Further, I hereby tender to MADACC all fees due in relation to this application.

I hereby certify that the animal(s) has/have / has/have not bitten anyone in the last ten (10) days.

MADACC requires a non-refundable owner requested disposal fee of \$75.

Signature: _____

Date

Print Name: Pamela Jordan

Identification: _____

Form of ID

Number

MADACC Representative _____

Date: 6/29/2011

Shelter Hours

Monday - Friday 10:00AM - 8:00PM* Saturday - Sunday 10:00AM - 5:00PM*

Shelter CLOSED Holidays

Clerk: Stephg

SHELTER

Transaction Date: 6/29/2011

Print Date/Time: 6/29/2011 7:42:08 PM

Recpt2010.rpt

Saint Paul Veterinary Clinic
 431 N 27th Street
 MILWAUKEE, WI 53208
 (414) 342-7800

Account 66584
 Invoice: 7611
 Date: 03/15/2011
 Time: 11:55 AM
 Page: 1

ANTHONY AGEE 2817 N RICHARDS STREET MILWAUKEE WI 53212 Phone: (414) 265-5594	BUNGY CANINE American PitBull Tag# 11049 Doctor: Carrie Donahue DVM	Age: 3 Sex: ML Weight: 56.00	
---	---	--	--

Service/Item	Qty	Price	Amount
CLIENT COUNT	1.00	0.00	0.00
RABIES VACC 1 YEAR	1.00	35.00	35.00
CANINE DISTEMPER VACC	1.00	35.00	35.00
BIOHAZARD FEE	1.00	1.00	1.00
Tax			0.00
Net Invoice			71.00
Previous Balance			0.00
Payment			71.00
Cash 71.00			
Balance Due			0.00


Reminders: March 17, 2012 RABIES VACC 1 YEAR
 March 17, 2012 CANINE DISTEMPER VACC

Thank You

MUNICIPAL TREASURER

City of Milwaukee

MILWAUKEE AREA DOMESTIC ANIMAL CONTROL COMMISSION
3839 W. BURNHAM STREET
WEST MILWAUKEE, WI 53215STATE OF WISCONSIN
MILWAUKEE COUNTYLICENSE FOR DOG - YEAR 20 11

 OFFICIAL DOG LICENSE	DATE LICENSE ISSUED <u>3-18-11</u>		No. <u>1715121</u>	
	OWNER'S NAME AND ADDRESS <u>Anthony Agee</u> <u>2817 N. Richards Street</u> <u>Milwaukee, WI 53212</u>			
BREED <u>Am. Pit Bull</u>	<input checked="" type="checkbox"/> M MALE <input type="checkbox"/> F FEMALE		RABIES CERT. NO. <u>111049</u>	
DATE from: <u>3-18-11</u> to: <u>3-17-12</u>	COLOR CODE/DESCRIPTION <u>Brindle</u>		FEE <u>24.00</u>	
BIRTH/YR. <u>2008</u>	PREV. YR. LICENSE NO.	NAME OF DOG <u>Bungy</u>	OWNER'S PHONE NUMBER <u>414 265-5594</u>	

COLOR CODES > 1-BLACK 2-BROWN 3-WHITE 4-BLACK/WHITE 5-BROWN/WHITE 6-BLACK/TAN 7-TRI-COLOR 8-MIXED 9-RED
10-GOLD 11-GRAY 12-BEIGE 13-OTHER

OWNER COPY

City of Milwaukee
PAYMENT RECEIPTOffice of the City Treasurer
City Hall, Room 103Batch Date: 03/21/11 Receipt # 01001868
Teller ID: hdonah2210002

Payment Tendered: 3/18/2011 1:07 PM

1280 Dog License

License No. 7552

Transaction Total: \$24.00

Bungy

CA	\$10.00
CA	\$5.00
CA	\$9.00

WAYNE F. WHITTOW

City Treasurer

NOTICES SENT TO FOR FILE 110903:

[illegible]



Legislation Details (With Text)

File #: 110905 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 11/2/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution relating to an appeal from Nikola Stojasavljevic for appeal costs. (12th Aldermanic District)

Sponsors: THE CHAIR

Indexes: CLAIMS APPEAL

Attachments: Appeal, City Attorney Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/16/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		
11/16/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number

110905

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution relating to an appeal from Nikola Stojasavljevic for appeal costs. (12th Aldermanic District)

Drafter

CC-CC

dkf

10/25/11

**NOTICE OF CIRCUMSTANCE GIVING TO CLAIM
AND CLAIM PURSUANT TO WIS. STATL 893.80**

CITY OF MILWAUKEE
11 OCT 21 PM 1:16
RONALD D. LEONHARDT
CITY CLERK

BY PERSONAL SERVICE

**TO CITY ATTORNEY, GRANT F. LANGLEY
ATTN: City Attorney Grant F. Langley
200 E. Wells ST., ROOM 205
Milwaukee Wis. 53202-3567**

**CLAIMAT NIKOLA STOJSAVLJEVIC
224 w. Lapham Blvd.
Milwaukee , Wis. 53204**

Please take notice that I, Nikola Stojavljevic wish to appeal the city's decision to violate Wis. Stat. section 814.03 and 814.08 .

On June 30 / 2008 , Judge John Frank, Milwaukee County Circuit Court, ordered City of Milwaukee to comply with Wis. Stat. 814.03 and 814.08, and to return COST of APPEAL .

Provided with this letter is a copy of the City of Milwaukee's letter to Judge Frank ,dated November 20 / 2007, City's right to keep cost paid for Appeal .

Judge Frank's letter to City of Milwaukee dated June 23 / 2008 , to appear in court to prove it's case that it had a right to keep COST . .

When Judge Watts overturned the conviction, the City of Milwaukee was required by law to pay back cost .

Judge Watts gives no reason under any Wis. Stat. Law to allow the City of Milwaukee to Not pay back COST .

Judge Watts also chose not to take action against the City of Milwaukee for the violation of Wis. Stat. 943.39(3) FRAUDULENT WRITING. (COPPY PROVIDED)


Nikola Stojavljevic

Oct. 20 / 11

GRANT F. LANGLEY
City Attorney

LINDA ULISS BURKE
Deputy City Attorney



DAVID J. STANOSZ
KURT A. BEHLING
JAY A. UNORA
EDWARD M. EHRLICH
MEGAN T. CRUMP
Assistant City Attorneys

November 20, 2007

Honorable John Franke, Circuit Court Judge
Milwaukee County Courthouse, RM 502
901 N. 9th Street
Milwaukee, WI 53233

Re: City of Milwaukee v. Nikola Stojavljevic
Case No. 2007CV008969
Municipal Court case No. 07037132

Dear Judge Franke:

In a letter dated November 14, 2007, you were seeking clarification on the City's position regarding this matter. I apologize for the inconvenience this may have caused you.

The City is seeking to dismiss the case with the municipal court forfeiture vacated. If Mr. Stojavljevic paid the \$30 forfeiture amount for the parking ticket already, then he would be allowed to receive the forfeiture amount back as a result of the dismissal. The \$30 forfeiture amount would be returned back to Mr. Stojavljevic by the court.

However, it is the City's position that he is not entitled to receive the appeals fees back. Wis. Stats 814.61(8) neither expressly nor impliedly provides for the refund of appeals fees regardless of the outcome.

Hopefully, I have addressed your concerns. If there is anything further that you require of me, please do not hesitate to let me know.

Thank you for your consideration in this matter.

Very truly yours,

Megan T. Crump

MEGAN T. CRUMP
Assistant City Attorney

cc: Nikola Stojavljevic, Honorable Phillip Chavez

Circuit Court

Branch 25

Milwaukee County Courthouse

901 North Ninth Street

Milwaukee, Wisconsin 53233

(414) 278-4955

STEPHANIE JACKSON
COURT REPORTER

VALERIE KO
DEPUTY CLERK

Judge Franke
JUDGE

June 23, 2008

Kurt Behling
Assistant City Attorney
205 Police Administration Building
749 West State Street
Milwaukee, WI 53233

Nikola Stojsavljevic
224 West Lapham Boulevard
Milwaukee, WI 53234

Re: *City of Milwaukee v. Stojsavljevic*, Case No. 07-CV-8969
(Appeal from Municipal Court Case No. 03143007)

Dear Attorney Behling and Mr. Stojsavljevic:

This matter is set for a hearing next Monday on Mr. Stojsavljevic's motion to reopen, which both sides apparently understand to be his request for a refund of the fees he paid to pursue this appeal. While both sides have filed briefs, much remains unclear about the fees and costs that have been collected.

Both sides appear to agree that the City has refunded \$30 paid for "the bond." Mr. Stojsavljevic seeks an additional refund of \$133.50, which presumably relates to a \$123.50 filing fee and a \$10 transcript fee. The \$123.50 fee appears to have been collected by the municipal court and paid to the circuit court. The City appears to concede that Mr. Stojsavljevic is entitled to a refund of the \$40 fee referenced in Wis. Stat. §814.61(8), but nothing more.

The record does not disclose why \$123.50 was collected and why this amount is more than the \$40 fee authorized under Sec. 814.61(8). In order to avoid further delays in this matter, I ask that the City provide, before or at the time of the motion hearing, documentation as to amount and nature of the fees collected and a statement as to the authority for the collection of such fees.

Very truly yours,

John Franke
Circuit Court Judge

9:30AM

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

CITY OF MILWAUKEE,

Plaintiff,

vs.

Case No. 07-CV-8969

NIKOLA STOJSAVLJEVIC,

Defendant.

JUN 30

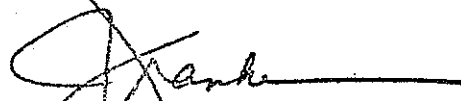
FINAL ORDER FOR PAYMENT OF COSTS

In an order filed March 14, 2008, the court granted Mr. Stojasavljevic's petition for review and vacated the municipal parking forfeiture at issue. The parties agree that the City has refunded the \$30.00 forfeiture that was the subject of this appeal. Pursuant to Wis. Stat. sections 814.03 and 814.08, and for reasons set forth on the record on June 30, 2008:

It is ordered that the City of Milwaukee pay costs to Mr. Stojasavljevic in the amount of \$123.50 for the fees and surcharges paid in municipal court to initiate this appeal, plus a \$10.00 transcript fee paid in municipal court, for total costs of \$133.50

Dated June 30, 2008,

BY THE COURT:



John Franke

Circuit Judge

Branch 25

Caption	Responsible C.O.	Case Number	Class Code
Milwaukee, City of vs. Nickola Stojsavlajevic	J. D. Watts-15	2011TR011721	32999

Name/Alias	Address	City	St	Zip	Sex	Race	DOB
Nickola Stojsavlajevic	224 W Lapham Blvd	Milwaukee	WI	53204			
Filing Date/C.O.	Disposition Date/C.O.	District Attorney	Defense Attorney	Next Action			
04-26-2011 J. D. Watts-15		Kurt A Behling					

No.	Description	Class Code	Sev	Plea	Date(s) Committed	Amended From	Disposition	Sent
1	772 Parked Unattended Vehicle 3 Tons or More Citation No. 447471452	32999	Forf. U		07-25-2010			

Date	Court Record Entries	Amount	C.O. Court Reporter Tape/Counter Location
04-26-2011	Municipal appeal		
04-26-2011	Notice of hearing Pre-trial conference on June 1, 2011 at 01:30 pm.		
06-01-2011	Pre-trial conference Defendant Nickola Stojsavlajevic in court. Edward M Ehrlich appeared for the Milwaukee, City of./ SAB Defendant is to submit a brief to the court regarding his position on the matter on or before 6/24/2011, any response by the City should be filed on or before 7/8/2011. Case calendared for DECISION on 7/21/2011 at 1:30 pm in Branch 15.		J. D. Watts-15 CD Recording 1:35
06-13-2011	[SS] Brief DEFENDANTS BRIEF'S RECEIVED AND FILED.		J. D. Watts-15
06-13-2011	Notes Per Deputy Court Clerk, exhibits 1, 2,4,5,6, and 7 received and filed from the defendant in Appeals processing area. Exhibits placed in the file.mg		
07-11-2011	[SS] Memorandum decision MEMORANDUM OF LAW BY THE CITY OF MILWAUKEE PLAINTIFF-RESPONDENT received and filed.		J. D. Watts-15
07-12-2011	[SS] Notes MEMORANDUM OF LAW - DEFENDANT - APPELLANT RESPONSE BRIEF received and filed.		J. D. Watts-15
07-21-2011	Decision Defendant Nickola Stojsavlajevic in court. Kurt A Behling appeared for the Milwaukee, City of. Deputy Court Clerk: ss The City has been unable to provide the exhibits from the original trial. Court ordered the Municiple Court decision reversed. Court ordered this case DISMISSED. Court notes the defendants objection to the courts order that transcript fees and appellee fees are not to be refunded for this case.		J. D. Watts-15 Bonnie Domask 842

Caption	Responsible C.O.	Case Number	Class Code
Milwaukee, City of vs. Nickola Stojsavlajevic	J. D. Watts-15	2011TR011723	32999

Name/Alias	Address	City	St	Zip	Sex	Race	DOB
Nickola Stojsavlajevic	224 W Lapham Blvd	Milwaukee	WI	53204			

Filing Date/C.O.	Disposition Date/C.O.	District Attorney	Defense Attorney	Next Action
04-26-2011 J. D. Watts-15		Kurt A Behling		

No.	Description	Class Code	Sev	Plea	Date(s) Committed	Amended From	Disposition	Sent
1	772 Parked Unattended Vehicle 3 Tons or More Citation No. 449045951	32999	Forf. U		09-29-2010			

Date	Court Record Entries	Amount	C.O. Court Reporter Tape/Counter Location
04-26-2011	Municipal appeal		
04-26-2011	Notice of hearing Pre-trial conference on June 1, 2011 at 01:30 pm.		
06-01-2011	Pre-trial conference Defendant Nickola Stojsavlajevic in court. Edward M Ehrlich appeared for the Milwaukee, City of./ SAB Defendant is to submit a brief to the court regarding his position on the matter on or before 6/24/2011, any response by the City should be filed on or before 7/8/2011. Case calendared for DECISION on 7/21/2011 at 1:30 pm in Branch 15.		J. D. Watts-15 CD Recording 1:35
07-11-2011	[SS] Memorandum decision MEMORANDUM OF LAW BY THE CITY OF MILWAUKEE PLAINTIFF-RESPONDENT received and filed.		J. D. Watts-15
07-21-2011	Decision Defendant Nickola Stojsavlajevic in court. Kurt A Behling appeared for the Milwaukee, City of. Deputy Court Clerk: ss The City has been unable to provide the exhibits from the original trial. Court ordered the Municiple Court decision reversed. Court ordered this case DISMISSED. Court notes the defendants objection to the courts order that transcript fees and appellee fees are not to be refunded for this case.		J. D. Watts-15 Bonnie Domask 842

stolen property does not require payment. *State v. Spraggin*, 71 Wis. 2d 604, 239 N.W.2d 297 (1976).

943.37 Alteration of property identification marks. Whoever does any of the following with intent to prevent the identification of the property involved is guilty of a Class A misdemeanor:

(1) Alters or removes any identification mark on any log or other lumber without the consent of the owner; or

(2) Alters or removes any identification mark from any receptacle used by the manufacturer of any beverage; or

(3) Alters or removes any manufacturer's identification number on personal property or possesses any personal property with knowledge that the manufacturer's identification number has been removed or altered. Possession of 2 or more similar items of personal property with the manufacturer's identification number altered or removed is prima facie evidence of knowledge of the alteration or removal and of an intent to prevent identification of the property.

(4) Alters or removes livestock brands, recorded under s. 95.11, from any animal without the owner's consent, or possesses any livestock with knowledge that the brand has been altered or removed without the owner's knowledge or consent.

History: 1973 c. 239; 1977 c. 173.

"Similar" under (3) means comparable or substantially alike. *State v. Hamilton*, 146 Wis. 2d 426, 432 N.W.2d 108 (Ct. App. 1988).

943.38 Forgery. (1) Whoever with intent to defraud falsely makes or alters a writing or object of any of the following kinds so that it purports to have been made by another, or at another time, or with different provisions, or by authority of one who did not give such authority, is guilty of a Class H felony:

NOTE: Sub. (1) (intro.) is shown as amended eff. 2-1-03 by 2001 Wis. Act 109. Prior to 2-1-03 it reads:

(1) Whoever with intent to defraud falsely makes or alters a writing or object of any of the following kinds so that it purports to have been made by another, or at another time, or with different provisions, or by authority of one who did not give such authority, is guilty of a Class C felony:

(a) A writing or object whereby legal rights or obligations are created, terminated or transferred, or any writing commonly relied upon in business or commercial transactions as evidence of debt or property rights; or

(b) A public record or a certified or authenticated copy thereof; or

(c) An official authentication or certification of a copy of a public record; or

(d) An official return or certificate entitled to be received as evidence of its contents.

(2) Whoever utters as genuine or possesses with intent to utter as false or as genuine any forged writing or object mentioned in sub. (1), knowing it to have been thus falsely made or altered, is guilty of a Class H felony.

NOTE: Sub. (2) is shown as amended eff. 2-1-03 by 2001 Wis. Act 109. Prior to 2-1-03 it reads:

(2) Whoever utters as genuine or possesses with intent to utter as false or as genuine any forged writing or object mentioned in sub. (1), knowing it to have been thus falsely made or altered, is guilty of a Class C felony.

(3) Whoever, with intent to defraud, does any of the following is guilty of a Class A misdemeanor:

(a) Falsely makes or alters any object so that it appears to have value because of antiquity, rarity, source or authorship which it does not possess; or possesses any such object knowing it to have been thus falsely made or altered and with intent to transfer it as original and genuine, by sale or for security purposes; or

(b) Falsely makes or alters any writing of a kind commonly relied upon for the purpose of identification or recommendation; or

(c) Without consent, places upon any merchandise an identifying label or stamp which is or purports to be that of another craftsman, tradesman, packer or manufacturer; or

(d) Falsely makes or alters a membership card purporting to be that of a fraternal, business or professional association or of a labor union; or possesses any such card knowing it to have been thus

falsely made or altered and with intent to use it or cause or permit its use to deceive another; or

(e) Falsely makes or alters any writing purporting to evidence a right to transportation on any common carrier; or

(f) Falsely makes or alters a certified abstract of title to real estate.

History: 1977 c. 173; 2001 a. 109.

A defendant convicted of forgery (uttering) under sub. (2), may be sentenced to: 1) a prison term not to exceed 10 years; 2) a fine of not more than \$5,000; 3) both a prison term and a fine; 4) probation in lieu of all punishment; 5) probation coupled with a fine; or 6) probation with conditions, which may include restitution; but no statute allows a trial court to impose restitution or any other condition when the statutory penalty rather than probation is selected. *Spannuth v. State*, 70 Wis. 2d 362, 234 N.W.2d 79 (1975).

Acceptance or cashing of a forged check is not an element of uttering under sub. (2). *Little v. State*, 85 Wis. 2d 558, 271 N.W.2d 105 (1978).

Fraudulent use of a credit card need not involve forgery. If forgery is involved, the prosecutor has discretion to charge under s. 943.41 or 943.38. *Mack v. State*, 93 Wis. 2d 287, 286 N.W.2d 563 (1980).

Signed receipts for bogus magazine subscriptions constituted forgery even though the defrauded subscriber did not specifically rely on the receipt. *State v. Davis*, 105 Wis. 2d 690, 314 N.W.2d 907 (Ct. App. 1981).

The absence of a maker's signature did not immunize the accused from the crime of uttering a forged writing. *State v. Machon*, 112 Wis. 2d 47, 331 N.W.2d 665 (Ct. App. 1983).

Depositing a forged instrument into an automated teller machine constitutes "uttering" under sub. (2). *State v. Tolliver*, 149 Wis. 2d 166, 440 N.W.2d 571 (Ct. App. 1989).

Whether a writing is a negotiable instrument and whether the conduct of the victims when presented with the writing was negligent is irrelevant to whether the writings were within the terms of sub. (1) (a). *State v. Perry*, 215 Wis. 2d 696, 573 N.W.2d 876 (Ct. App. 1997).

Sub. (2) does not incorporate the requirement of sub. (1) that the offender act with intent to defraud. *State v. Shea*, 221 Wis. 2d 418, 585 N.W.2d 662 (Ct. App. 1998).

A check maker's intent or reliance on an endorsement are immaterial to the crime of forgery by the endorser. The essence of forgery is the intent to defraud. The use of an assumed name may be a forgery if done for a fraudulent purpose. *State v. Czarnecki*, 2000 WI App 155, 237 Wis. 2d 794, 615 N.W.2d 672.

A person cannot falsely make a postal money order by writing in the name of someone else as the payer as that does not affect the genuineness of the money order itself. It is not forgery to add mere surplusage to a document. *State v. Entringer*, 2001 WI App 157, 246 Wis. 2d 839, 631 N.W.2d 651.

943.39 Fraudulent writings. Whoever, with intent to injure or defraud, does any of the following is guilty of a Class H felony:

NOTE: 943.39 (intro.) is shown as amended eff. 2-1-03 by 2001 Wis. Act 109. Prior to 2-1-03 it reads:

943.39 Fraudulent writings. Whoever, with intent to injure or defraud, does any of the following is guilty of a Class D felony:

(1) Being a director, officer, manager, agent or employee of any corporation or limited liability company falsifies any record, account or other document belonging to that corporation or limited liability company by alteration, false entry or omission, or makes, circulates or publishes any written statement regarding the corporation or limited liability company which he or she knows is false; or

(2) By means of deceit obtains a signature to a writing which is the subject of forgery under s. 943.38 (1); or

(3) Makes a false written statement with knowledge that it is false and with intent that it shall ultimately appear to have been signed under oath.

History: 1977 c. 173; 1993 a. 112; 2001 a. 109.

Sub. (2) does not require proof of forgery. *State v. Weister*, 125 Wis. 2d 54, 370 N.W.2d 278 (Ct. App. 1985).

943.392 Fraudulent data alteration. Whoever, with intent to injure or defraud, manipulates or changes any data, as defined in s. 943.70 (1) (f), is guilty of a Class A misdemeanor.

History: 1993 a. 496.

943.395 Fraudulent insurance and employee benefit program claims. (1) Whoever, knowing it to be false or fraudulent, does any of the following may be penalized as provided in sub. (2):

(a) Presents or causes to be presented a false or fraudulent claim, or any proof in support of such claim, to be paid under any contract or certificate of insurance; or

(b) Prepares, makes or subscribes to a false or fraudulent account, certificate, affidavit, proof of loss or other document or writing, with knowledge that the same may be presented or used in support of a claim for payment under a policy of insurance.

GRANT F. LANGLEY
City Attorney

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

**CITY OF
MILWAUKEE**
Office of the City Attorney

THOMAS O. GARTNER
SUSAN D. BICKERT
STUART S. MUKAMAL
THOMAS J. BEAMISH
MAURITA F. HOUREN
JOHN J. HEINEN
SUSAN E. LAPPEN
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PATRICIA A. FRICKER
HEIDI WICK SPOERL
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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
DANIELLE M. BERGNER
CHRISTINE M. QUINN
MARGARET C. DAUN
JEREMY R. MCKENZIE
Assistant City Attorneys

October 3, 2011

Nikola Stojasavljevic
224 West Lapham Boulevard
Milwaukee, WI 53204

RE: Nikola Stojasavljevic
C.I. File No.: 11-S-268

Dear Mr. Stojasavljevic:


We have received your claim in the amount of \$143.00, related to costs for your appeal and transcript for municipal citations you appealed.

Our investigation reveals that Judge J.D. Watts ordered that the City was not to refund transcript and appellate fees. Since you did not appeal Judge Watts' order, the City cannot refund these monies. As such, we are denying your claim.

If you wish to appeal this decision, you may do so by sending a letter within 21 days of the receipt of this letter to the Milwaukee City Clerk, 200 East Wells Street, Room 205, Milwaukee, Wisconsin 53202, requesting a hearing.

Very truly yours,


GRANT F. LANGLEY
City Attorney


ROBERT OVERHOLT
Investigator Adjuster

RMO:ms
1090-2011-2453:173938

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

NOTICES SENT TO FOR FILE 110905:

[illegible]



Legislation Details (With Text)

File #: 110056 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 5/3/2011 **In control:** JUDICIARY & LEGISLATION COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution relative to legislative bills.

Sponsors: THE CHAIR

Indexes: FEDERAL LEGISLATION, STATE LEGISLATION

Attachments: Agenda 11-21-11.pdf, sb247.pdf, LRB-3141_1.pdf, LRB-3420_P1.pdf, Waste, Fraud and Abuse Commission.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
5/3/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/16/2011	0	JUDICIARY & LEGISLATION COMMITTEE	HEARING NOTICES SENT		

Number
110056
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title
Resolution relative to legislative bills.
Drafter
IRD
Mo
4/29/11

LEGISLATIVE HEARING CALENDAR

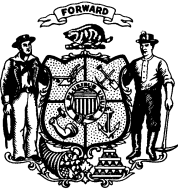
COMMITTEE ON JUDICIARY-LEGISLATION

MONDAY, NOVEMBER 21, 2011 AT 1:30PM

Room 301-B City Hall

- SB-247** **Exemption of individuals who are at least 65 years of age from the requirement to provide proof of identification for voting.**
- LRB-3141/1** **Creating an individual income tax deduction for certain amounts paid for sewer, water, and garbage collection fees.**
- LRB-3420/P1** **Proposal to require the WI Department of Revenue to provide municipalities with preliminary determinations of equalized value.**

Recommendations to the Waste, Fraud and Abuse Commission



State of Wisconsin
2011 - 2012 LEGISLATURE



LRB-2992/2
JTK:med:rs

2011 SENATE BILL 247

October 19, 2011 - Introduced by Senators CARPENTER, HANSEN, C. LARSON, HOLPERIN, T. CULLEN, TAYLOR, S. COGGS and RISSER, cosponsored by Representatives STASKUNAS, YOUNG, DOYLE, MILROY, SINICKI, GRIGSBY, HEBL, BERCEAU, FIELDS, TURNER, PASCH, POCAN and C. TAYLOR. Referred to Committee on Transportation and Elections.

1 **AN ACT** *to amend* 6.15 (2) (bm), 6.18, 6.36 (1) (a), 6.36 (2) (a), 6.79 (2) (a), 6.79
2 (3) (b), 6.82 (1) (a), 6.86 (1) (ar), 6.87 (1), 6.87 (2) and 6.87 (4) (b) 1.; and *to create*
3 6.79 (8) and 6.87 (4) (b) 6. of the statutes; **relating to:** exemption of individuals
4 who are at least 65 years of age from the requirement to provide proof of
5 identification for voting.

Analysis by the Legislative Reference Bureau

Currently, with certain exceptions, an individual who votes in an election must present proof of identification in order to vote. The proof may consist of one of a number of documents specified by law that contains the name of the individual to whom the document was issued, which name conforms to the individual's voter registration, if the individual is registered to vote, and, with limited exceptions, that contains a photograph of the individual. With certain exceptions, an individual who casts an absentee ballot by mail must enclose a copy of his or her proof of identification in the envelope containing his or her ballot.

This bill exempts any individual who registers before the close of registration and whose registration indicates that he or she is at least 65 years of age from the requirement to present or enclose a copy of his or her proof of identification. Under the bill, information as to whether an elector is at least 65 years of age becomes a part

SENATE BILL 247

of the statewide voter registration list and the poll list that is used to administer elections at each polling place on election day.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 6.15 (2) (bm) of the statutes, as created by 2011 Wisconsin Act 23,
2 is amended to read:

3 6.15 (2) (bm) Except as authorized in ~~s. ss.~~ 6.79 (7) and 6.86 (1) (ar), when
4 making application in person at the office of the municipal clerk, each applicant shall
5 present proof of identification. If any document presented by the applicant is not
6 proof of residence under s. 6.34, the applicant shall also present proof of residence
7 under s. 6.34. The clerk shall verify that the name on the proof of identification
8 presented by the elector conforms to the name on the elector's application and shall
9 verify that any photograph appearing on that document reasonably resembles the
10 elector.

11 **SECTION 2.** 6.18 of the statutes, as affected by 2011 Wisconsin Act 23, is
12 amended to read:

13 **6.18 Former residents.** If ineligible to qualify as an elector in the state to
14 which the elector has moved, any former qualified Wisconsin elector may vote an
15 absentee ballot in the ward of the elector's prior residence in any presidential election
16 occurring within 24 months after leaving Wisconsin by requesting an application
17 form and returning it, properly executed, to the municipal clerk of the elector's prior
18 Wisconsin residence. When requesting an application form for an absentee ballot,
19 the applicant shall specify the applicant's eligibility for only the presidential ballot.
20 Unless application is made under s. 6.86 (1) (ac), or the applicant is exempted from
21 providing proof of identification under s. 6.87 (4) (b) 2. ~~or 3.~~ or 6., or the applicant

SENATE BILL 247

1 is a military or overseas elector, the elector shall enclose a copy of his or her proof of
2 identification or any authorized substitute document with his or her application.
3 The municipal clerk shall verify that the name on the proof of identification conforms
4 to the name on the application. The clerk shall not issue a ballot to an elector who
5 is required to enclose a copy of proof of identification or an authorized substitute
6 document with his or her application unless the copy is enclosed and the proof is
7 verified by the clerk. The application form shall require the following information
8 and be in substantially the following form:

9 This form shall be returned to the municipal clerk's office. Application must be
10 received in sufficient time for ballots to be mailed and returned prior to any
11 presidential election at which applicant wishes to vote. Complete all statements in
12 full.

13 APPLICATION FOR PRESIDENTIAL

14 ELECTOR'S ABSENTEE BALLOT

15 (To be voted at the Presidential Election

16 on November, (year)

17 I, hereby swear or affirm that I am a citizen of the United States, formerly
18 residing at in the ward aldermanic district (city, town, village) of, County
19 of for 28 consecutive days prior to leaving the State of Wisconsin. I, do solemnly
20 swear or affirm that I do not qualify to register or vote under the laws of the State
21 of(State you now reside in) where I am presently residing. A citizen must be a
22 resident of: State(Insert time) County(Insert time) City, Town or Village
23(Insert time), in order to be eligible to register or vote therein. I further swear or
24 affirm that my legal residence was established in the State of(the State where you
25 now reside) on Month Day Year.

SENATE BILL 247**SECTION 2**

1 Signed

2 Address(Present address)

3(City)(State)

4 Subscribed and sworn to before me this day of (year)

5(Notary Public, or other officer authorized to administer oaths.)

6(County)

7 My Commission expires

8 MAIL BALLOT TO:

9 NAME

10 ADDRESS

11 CITY STATE ZIP CODE

12 *Penalties for Violations.* Whoever swears falsely to any absent elector affidavit
13 under this section may be fined not more than \$1,000 or imprisoned for not more than
14 6 months or both. Whoever intentionally votes more than once in an election may
15 be fined not more than \$10,000 or imprisoned for not more than 3 years and 6 months
16 or both.

17(Municipal Clerk)

18(Municipality)

19 **SECTION 3.** 6.36 (1) (a) of the statutes is amended to read:

20 6.36 (1) (a) The board shall compile and maintain electronically an official
21 registration list. The list shall contain the name and address of each registered
22 elector in the state, the date of birth of the elector, an indication as to whether the
23 elector is at least 65 years of age, the ward and aldermanic district of the elector, if
24 any, and, for each elector, a unique registration identification number assigned by
25 the board, the number of a valid operator's license issued to the elector under ch. 343,

SENATE BILL 247

1 if any, or the last 4 digits of the elector's social security account number, if any, any
2 identification serial number issued to the elector under s. 6.47 (3), the date of any
3 election in which the elector votes, an indication of whether the elector is a military
4 elector, as defined in sub. (2) (c), who has so certified under s. 6.865 (3m), an
5 indication of whether the elector is an overseas elector, as defined in s. 6.24 (1), any
6 information relating to the elector that appears on the current list transmitted to the
7 board by the department of corrections under s. 301.03 (20m), an indication of any
8 accommodation required under s. 5.25 (4) (a) to permit voting by the elector, an
9 indication of the method by which the elector's registration form was received, and
10 such other information as may be determined by the board to facilitate
11 administration of elector registration requirements.

12 **SECTION 4.** 6.36 (2) (a) of the statutes, as affected by 2011 Wisconsin Act 23, is
13 amended to read:

14 6.36 (2) (a) Except as provided in par. (b), each registration list prepared for use
15 as a poll list at a polling place or for purposes of canvassing absentee ballots at an
16 election shall contain the full name and address of each registered elector; a blank
17 column for the entry of the serial number of the electors when they vote or the poll
18 list number used by the municipal board of absentee ballot canvassers in canvassing
19 absentee ballots; an indication next to the name of each elector as to whether the
20 elector is at least 65 years of age; an indication next to the name of each elector for
21 whom proof of residence under s. 6.34 is required; a space for entry of the elector's
22 signature, or if another person signed the elector's registration form for the elector
23 by reason of the elector's physical disability, the word "exempt"; and a form of
24 certificate bearing the certification of the administrator of the elections division of
25 the board stating that the list is a true and complete registration list of the

SENATE BILL 247**SECTION 4**

1 municipality or the ward or wards for which the list is prepared. The board shall,
2 by rule, prescribe the space and location for entry of each elector's signature on the
3 poll list which shall provide for entry of the signature without changing the
4 orientation of the poll list from the orientation used by the election officials.

5 **SECTION 5.** 6.79 (2) (a) of the statutes, as affected by 2011 Wisconsin Act 23, is
6 amended to read:

7 6.79 (2) (a) Unless information on the poll list is entered electronically, the
8 municipal clerk shall supply the inspectors with 2 copies of the most current official
9 registration list or lists prepared under s. 6.36 (2) (a) for use as poll lists at the polling
10 place. Except as provided in subs. (6) and ~~(7)~~ to (8), each eligible elector, before
11 receiving a serial number, shall state his or her full name and address and present
12 to the officials proof of identification. The officials shall verify that the name on the
13 proof of identification presented by the elector conforms to the name on the poll list
14 or separate list and shall verify that any photograph appearing on that document
15 reasonably resembles the elector. The officials shall then require the elector to enter
16 his or her signature on the poll list, supplemental list, or separate list maintained
17 under par. (c) unless the elector is exempt from the signature requirement under s.
18 6.36 (2) (a). The officials shall verify that the name and address stated by the elector
19 conform to the elector's name and address on the poll list.

20 **SECTION 6.** 6.79 (3) (b) of the statutes, as created by 2011 Wisconsin Act 23, is
21 amended to read:

22 6.79 (3) (b) If proof of identification under sub. (2) is not presented by the
23 elector, if the name appearing on the document presented does not conform to the
24 name on the poll list or separate list, or if any photograph appearing on the document
25 does not reasonably resemble the elector, the elector shall not be permitted to vote,

SENATE BILL 247

1 except as authorized under ~~sub.~~ subs. (6) ~~or (7) to (8)~~, but if the elector is entitled to
2 cast a provisional ballot under s. 6.97, the officials shall offer the opportunity for the
3 elector to vote under s. 6.97.

4 **SECTION 7.** 6.79 (8) of the statutes is created to read:

5 **6.79 (8) ELECTORS WHO ARE AT LEAST 65 YEARS OF AGE.** If the poll list indicates that
6 an elector is at least 65 years of age, the elector is exempt from the requirement to
7 present proof of identification.

8 **SECTION 8.** 6.82 (1) (a) of the statutes, as affected by 2011 Wisconsin Act 23, is
9 amended to read:

10 **6.82 (1) (a)** When any inspectors are informed that an eligible elector is at the
11 entrance to the polling place who as a result of disability is unable to enter the polling
12 place, they shall permit the elector to be assisted in marking a ballot by any
13 individual selected by the elector, except the elector's employer or an agent of that
14 employer or an officer or agent of a labor organization which represents the elector.
15 Except as authorized in s. 6.79 (6) and ~~(7) to (8)~~, the individual selected by the elector
16 shall present to the inspectors proof of identification and, if the proof of identification
17 does not constitute proof of residence under s. 6.34, shall also provide proof of
18 residence under s. 6.34 for the assisted elector, whenever required, and all other
19 information necessary for the elector to obtain a ballot under s. 6.79 (2). The
20 inspectors shall verify that the name on the proof of identification presented by the
21 person assisting the elector conforms to the elector's name on the poll list or separate
22 list and shall verify that any photograph appearing on that document reasonably
23 resembles the elector. The inspectors shall then issue a ballot to the individual
24 selected by the elector and shall accompany the individual to the polling place
25 entrance where the assistance is to be given. If the ballot is a paper ballot, the

SENATE BILL 247**SECTION 8**

1 assisting individual shall fold the ballot after the ballot is marked by the assisting
2 individual. The assisting individual shall then immediately take the ballot into the
3 polling place and give the ballot to an inspector. The inspector shall distinctly
4 announce that he or she has “a ballot offered by (stating person’s name), an elector
5 who, as a result of disability, is unable to enter the polling place without assistance”.
6 The inspector shall then ask, “Does anyone object to the reception of this ballot?” If
7 no objection is made, the inspectors shall record the elector’s name under s. 6.79 and
8 deposit the ballot in the ballot box, and shall make a notation on the poll list: “Ballot
9 received at poll entrance”.

10 **SECTION 9.** 6.86 (1) (ar) of the statutes, as affected by 2011 Wisconsin Act 23,
11 is amended to read:

12 6.86 (1) (ar) Except as authorized in s. 6.875 (6), the municipal clerk shall not
13 issue an absentee ballot unless the clerk receives a written application therefor from
14 a qualified elector of the municipality. The clerk shall retain each absentee ballot
15 application until destruction is authorized under s. 7.23 (1). Except as authorized
16 in this paragraph and s. 6.79 (6) and (7), if a qualified elector applies for an absentee
17 ballot in person at the clerk’s office, the clerk shall not issue the elector an absentee
18 ballot unless the elector presents proof of identification. The clerk shall verify that
19 the name on the proof of identification presented by the elector conforms to the name
20 on the elector’s application and shall verify that any photograph appearing on that
21 document reasonably resembles the elector. The clerk shall then enter his or her
22 initials on the certificate envelope indicating that the absentee elector presented
23 proof of identification to the clerk. If the registration poll list indicates that an elector
24 is at least 65 years of age, the elector is exempt from the requirement to present proof
25 of identification.

SENATE BILL 247

1 **SECTION 10.** 6.87 (1) of the statutes, as affected by 2011 Wisconsin Act 23, is
2 amended to read:

3 6.87 (1) Upon proper request made within the period prescribed in s. 6.86, the
4 municipal clerk or a deputy clerk authorized by the municipal clerk shall write on
5 the official ballot, in the space for official endorsement, the clerk's initials and official
6 title. Unless application is made under s. 6.86 (1) (ac) or in person under s. 6.86 (1)
7 (ar), the absent elector is exempted from providing proof of identification under sub.
8 (4) (b) ~~2. or 3. or 6.~~, or the applicant is a military or overseas elector, the absent elector
9 shall enclose a copy of his or her proof of identification or any authorized substitute
10 document with his or her application. The municipal clerk shall verify that the name
11 on the proof of identification conforms to the name on the application. The clerk shall
12 not issue an absentee ballot to an elector who is required to enclose a copy of proof
13 of identification or an authorized substitute document with his or her application
14 unless the copy is enclosed and the proof is verified by the clerk.

15 **SECTION 11.** 6.87 (2) of the statutes, as affected by 2011 Wisconsin Act 23, is
16 amended to read:

17 6.87 (2) Except as authorized under sub. (3) (d), the municipal clerk shall place
18 the ballot in an unsealed envelope furnished by the clerk. The envelope shall have
19 the name, official title and post-office address of the clerk upon its face. The other
20 side of the envelope shall have a printed certificate which shall include a space for
21 the municipal clerk or deputy clerk to enter his or her initials indicating that if the
22 absentee elector voted in person under s. 6.86 (1) (ar), the elector presented proof of
23 identification to the clerk and the clerk verified the proof presented. The certificate
24 shall also include a space for the municipal clerk or deputy clerk to enter his or her
25 initials indicating that the elector is exempt from providing proof of identification

SENATE BILL 247**SECTION 11**

1 because the individual is a military or overseas elector or is exempted from providing
2 proof of identification under sub. (4) (b) 2. ~~or 3.~~ or s. 6.86 (1) (ar). The certificate
3 shall be in substantially the following form:

4 [STATE OF

5 County of]

6 or

7 [(name of foreign country and city or other jurisdictional unit)]

8 I, ..., certify subject to the penalties of s. 12.60 (1) (b), Wis. Stats., for false
9 statements, that I am a resident of the [... ward of the] (town) (village) of ..., or of
10 the ... aldermanic district in the city of ..., residing at ...* in said city, the county
11 of ..., state of Wisconsin, and am entitled to vote in the (ward) (election district) at
12 the election to be held on ...; that I am not voting at any other location in this election;
13 that I am unable or unwilling to appear at the polling place in the (ward) (election
14 district) on election day or have changed my residence within the state from one ward
15 or election district to another later than 28 days before the election. I certify that I
16 exhibited the enclosed ballot unmarked to the witness, that I then in (his) (her)
17 presence and in the presence of no other person marked the ballot and enclosed and
18 sealed the same in this envelope in such a manner that no one but myself and any
19 person rendering assistance under s. 6.87 (5), Wis. Stats., if I requested assistance,
20 could know how I voted.

21 Signed

22 Identification serial number, if any:

23 The witness shall execute the following:

24 I, the undersigned witness, subject to the penalties of s. 12.60 (1) (b), Wis.
25 Stats., for false statements, certify that I am an adult U.S. citizen and that the above

SENATE BILL 247

1 statements are true and the voting procedure was executed as there stated. I am not
2 a candidate for any office on the enclosed ballot (except in the case of an incumbent
3 municipal clerk). I did not solicit or advise the elector to vote for or against any
4 candidate or measure.

5(Name)

6(Address)**

7 * — An elector who provides an identification serial number issued under s.
8 6.47 (3), Wis. Stats., need not provide a street address.

9 ** — If this form is executed before 2 special voting deputies under s. 6.875 (6),
10 Wis. Stats., both deputies shall witness and sign.

11 **SECTION 12.** 6.87 (4) (b) 1. of the statutes, as affected by 2011 Wisconsin Act 23,
12 is amended to read:

13 6.87 (4) (b) 1. Except as otherwise provided in s. 6.875, the elector voting
14 absentee shall make and subscribe to the certification before one witness who is an
15 adult U.S. citizen. The absent elector, in the presence of the witness, shall mark the
16 ballot in a manner that will not disclose how the elector's vote is cast. The elector
17 shall then, still in the presence of the witness, fold the ballots so each is separate and
18 so that the elector conceals the markings thereon and deposit them in the proper
19 envelope. If a consolidated ballot under s. 5.655 is used, the elector shall fold the
20 ballot so that the elector conceals the markings thereon and deposit the ballot in the
21 proper envelope. Except as authorized in subds. 2. to ~~5.~~ 6. and s. 6.875 (6) and
22 notwithstanding s. 343.43 (1) (f), if the elector has not enclosed a copy of his or her
23 proof of identification with his or her application, the elector shall enclose a copy of
24 the proof of identification in the manner provided in sub. (1) in the envelope, unless
25 the elector is a military elector or an overseas elector or the elector has a confidential

SENATE BILL 247**SECTION 12**

1 listing under s. 6.47 (2). If proof of residence under s. 6.34 is required and the
2 document enclosed by the elector under this subdivision does not constitute proof of
3 residence under s. 6.34, the elector shall also enclose proof of residence under s. 6.34
4 in the envelope. Proof of residence is required if the elector is not a military elector
5 or an overseas elector and the elector registered by mail and has not voted in an
6 election in this state. If the elector requested a ballot by means of facsimile
7 transmission or electronic mail under s. 6.86 (1) (ac), the elector shall enclose in the
8 envelope a copy of the request which bears an original signature of the elector. The
9 elector may receive assistance under sub. (5). The return envelope shall then be
10 sealed. The witness may not be a candidate. The envelope shall be mailed by the
11 elector, or delivered in person, to the municipal clerk issuing the ballot or ballots.
12 If the envelope is mailed from a location outside the United States, the elector shall
13 affix sufficient postage unless the ballot qualifies for delivery free of postage under
14 federal law. Failure to return an unused ballot in a primary does not invalidate the
15 ballot on which the elector's votes are cast. Return of more than one marked ballot
16 in a primary or return of a ballot prepared under s. 5.655 or a ballot used with an
17 electronic voting system in a primary which is marked for candidates of more than
18 one party invalidates all votes cast by the elector for candidates in the primary.

19 **SECTION 13.** 6.87 (4) (b) 6. of the statutes is created to read:

20 6.87 (4) (b) 6. If the registration list indicates that an absentee elector is at least
21 65 years of age, the elector is exempt from the requirement to present proof of
22 identification.

23 **SECTION 14. Initial applicability.**

24 (1) This act first applies with respect to voting at the 2012 spring primary or
25 if this act takes effect after January 10, 2012, at the first election thereafter for which

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1 declarations of candidacy are due for filing on or after the effective date of this
2 subsection.

3 (END)



State of Wisconsin
2011 – 2012 LEGISLATURE



LRB-3141/1
MES:cjs:jf

2011 BILL

1 **AN ACT** *to create* 71.05 (6) (b) 48. of the statutes; **relating to:** creating an
2 individual income tax deduction for certain amounts paid for sewer, water, and
3 garbage collection fees.

Analysis by the Legislative Reference Bureau

This bill creates an income tax deduction for amounts paid by an individual for sewer, storm sewer, water, and garbage collection fees on his or her primary residence that is located in this state.

Because this bill relates to an exemption from state or local taxes, it may be referred to the Joint Survey Committee on Tax Exemptions for a report to be printed as an appendix to the bill.

For further information see the **state** fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

4 **SECTION 1.** 71.05 (6) (b) 48. of the statutes is created to read:
5 71.05 **(6)** (b) 48. Any amount that is paid by an individual for sewer fees, storm
6 sewer fees, water charges, and garbage collection fees for the individual's primary
7 residence, that is located in this state, in the year to which the claim relates.

BILL

SECTION 2

1 SECTION 2. Initial applicability.

(1) This act first applies to taxable years beginning on January 1 of the year in which this subsection takes effect, except that if this subsection takes effect after July 31 this act first applies to taxable years beginning on January 1 of the year following the year in which this subsection takes effect.

6 (END)



State of Wisconsin
2011 – 2012 LEGISLATURE



LRB-3420/P1
JK:jld:rs

PRELIMINARY DRAFT – NOT READY FOR INTRODUCTION

1 **AN ACT** *to create* 70.57 (1b) of the statutes; **relating to:** determining equalized
2 property values.

Analysis by the Legislative Reference Bureau

Under current law, annually, the Department of Revenue (DOR) determines the full value of the property of each county and taxation district and, on August 15, notifies each county and taxation district of that value. This property valuation is known as “equalized value.” DOR determines the equalized value of all property in the state to ensure, generally, that the property is being assessed at its full value. If DOR makes an error in determining the equalized value of the property of any county or taxation district, DOR, generally, corrects the error by adjusting the county’s or taxation district’s equalized value in the year after the year in which DOR made the error.

Under this bill, on or before August 1, DOR must provide each county and taxation district a preliminary determination of its equalized value. If a county or taxation district discovers an error in DOR’s determination that would result in the overvaluation or undervaluation of the property located in the county or taxation district, the county or taxation district must notify DOR of the error no later than August 14. Under the bill, DOR must correct any such error so that the equalized value determination that is submitted to the county or taxation district on August 15 is correct.

For further information see the *state and local* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 70.57 (1b) of the statutes is created to read:

70.57 (1b) On or before August 1 of each year, the department of revenue shall provide each county and taxation district a preliminary determination of its equalized value, including a list of the amounts used to make that determination. If a county or taxation district discovers a clerical, arithmetic, transpositional, or similar error in the department's determination that would result in the overvaluation or undervaluation of the property located in the county or taxation district, the county or taxation district shall notify the department of the error no later than August 14. The department shall correct any error reported under this subsection as provided in sub. (1) (d) and the correction shall be reflected in the equalized value provided to the county or taxation district under sub. (1m).

SECTION 2. Initial applicability.

(1) This act first applies to the property tax assessments as of January 1, 2012.

(END)

Recommendations to the Waste, Fraud and Abuse Commission

Many of the activities and services that are under the jurisdiction of the City of Milwaukee are ultimately governed, regulated, and provided for through state statute. The City has identified several areas of state government and state statute that in their current form promote inefficiency and are not conducive to a high level of service delivery that our residents deserve. Therefore, below is a list of changes to state government and statute that have the potential to greatly improve the delivery of services for residents of Milwaukee.

- DOT Harbor Assistance Program
 - Expand eligibility to include dock equipment and cranes.
 - Add additional flexibilities to the long term use and change of use guarantees for grant funded projects.
- Petroleum tank inspections
 - Currently, annual periodic inspections of petroleum tanks located in the City of Milwaukee are performed by state inspectors. There are 552 tanks located at non-retail facilities and 663 tanks located at retail facilities.
 - The City of Milwaukee could provide the required annual inspections of petroleum tanks located in the City as a Local Program Operator (LPO) under contract.
 - The Department of Neighborhood Services has 3 building construction inspectors who hold the required certification to conduct the inspections.
 - This arrangement has the potential to save money for the state and create a more efficient inspection process.
- Manufacturing Assessments
 - Currently, the City pays \$80,000 annually to the state for manufacturing assessments. The City Assessor's Office currently has enough capacity to perform the assessments in house at a lower cost to Milwaukee taxpayers.
 - The state often does not meet the statutory requirement for one inspection every five years. The City has the ability to meet all statutory manufacturing assessment requirements.
- Elevator inspections
 - Currently, annual periodic inspections of elevators located in state owned buildings within Milwaukee are performed by state inspectors. There are 199 elevators located in buildings under the state jurisdiction within Milwaukee.
 - The City of Milwaukee could provide the required annual inspections of elevators located at state owned facilities in Milwaukee.
 - The Department of Neighborhood Services has 4 elevator inspectors who hold the required certifications to conduct the inspections. Milwaukee staff currently conduct the annual inspections of more than 3,600 elevators in Milwaukee and can handle the increase workload.
 - This arrangement has the potential to save money for the state and create a more efficient inspection process.
- Variances
 - Currently, variances for one and two family dwellings under the Uniform Dwelling Code are required to be granted by the state.
 - The City currently grants variances for commercial buildings and has the capacity to take over the granting of variances for one and two family dwellings under the Uniform Dwelling Code from the state.

- Agent agreements for enforcement of specific state statutes
 - Currently, the City has agent agreements with the state for enforcement of hotel/motel licensing, mobile home parks, dry cleaners, swimming pools, etc.
 - The City has the capacity to enter into additional agreements with the state in appropriate areas including salvage operations, motor vehicle dealer licensing, and group home, day care and other occupancies where city regulations overlap with state law.
 - This would allow the City to enforce regulations from state statute that may not be fully enforced by the state due to staffing levels. This could also potentially eliminate duplication of services.
- Recommend changes to Comm Chapter 61 to redefine the size and nature of construction projects that require the use of a design professional
 - Currently, a design professional is required for any changes in a building with a volume greater than 50,000 cubic feet.
 - The City recommends that this requirement be revised to make it more risk based utilizing the use and occupant load of the building or tenant space as governing criteria.
- Certified pesticide applicators
 - Currently, DATCAP licenses certified pesticide applicators on an annual basis, and requires an initial certification exam and a recertifying exam every five years. The recertifying exam is seen by many as not the best way to ensure competency and as an exercise in recitation of material.
 - It may be beneficial to forego the exam every five years and replace it with bi-annual training sessions. DATCAP could charge a fee for attendance. This new process could increase knowledge while maintaining proficiency in the profession.
- Require income and expense information to be submitted to the Board of Assessors
 - Taxpayers must submit income and expense information at the Board of Review if they proceed with an assessment review after it has been heard by the Board of Assessors.
 - Agents of taxpayers often delay the submittal of this information to increase the potential interest on remissions.
 - If income and expense were required to be submitted during the first stage at the Board of Assessors, this would potentially save taxpayers the added expense of interest on remissions of taxes and would significantly reduce the amount of time cases are held at the Board of Review.
- Establish presumption in municipal court that a parking ticket is presumptive evidence of the facts stated in the citation
 - Currently, parking checkers and police officers must testify when parking violations are contested in municipal court.
 - In certain situations, these employees may spend large portions of their day in court, while still being paid their regular salaries and not be available to perform their duties.
 - This change would end the need for live testimony from parking checkers and police offices to prove a violation occurred and would free them to continue their daily duties.
- Allow Public Debt Amortization Funds to invest in obligations of the state
 - Currently, PDAF's do not have the authority to invest in bonds that are the general obligations of the State of Wisconsin.
 - This change would provide another tool for the potential realization of additional interest income for 1st class cities.
- Keep property being marketed for redevelopment purposes out of the TID base
 - Currently, city and redevelopment authority owned vacant lots and improved properties are assigned a taxable value when the Department of Revenue establishes the base value for a TID. For future reporting, these properties are treated as exempt properties, which immediately causes the TID to experience a decline in value.

- This current unanticipated penalty may have the effect of causing districts that have large amounts of municipally owned property to not recoup their cost within statutory guidelines.
 - This change will allow a TID to maintain its original value and allow the district to receive the correct amount of increment that was proposed in the TID project plan.
- Provide that veteran applicants for civil service positions with the same test score be treated equally
 - Current employment law treats veterans with identical tests scores differently if the number of veterans at or above the lowest test score exceeds the number of non-veterans certified for a specific position.
 - Changing §63.39 (2m) would conform this statute concerning municipal employment of veterans to other recent changes in §63.39. It would allow, in cases of tie scores on municipal tests, more veterans to be referred to departments for potential employment with the city.
- Give parking enforcers the same authority of traffic officers
 - Current law allows traffic officers to have an illegally parked vehicle towed to a storage lot.
 - When a parking enforcer discovers an illegally parked vehicle, they must request the assistance of a traffic/police officer to have the vehicle removed. This process may remove an officer from service for an extended period of time.
 - Allowing parking enforcers to authorize the towing of illegally parked vehicles would be a more efficient way to enforce parking violations and would free up the police department to allocate their resources in a more efficient manner.
- Parking Citation Adjudication
 - Currently, individuals who receive parking citations have 7 years to contest the parking citation in court.
 - A change in statute is necessary to allow default judgments to be taken against individuals who fail to arrange to contest their parking citations within 180 days of issuance, and individuals who fail to appear after having timely scheduled appointments to contest their parking citations.
 - This would allow the City to collect on millions of dollars of outstand debt from unpaid citations.
 - In addition, with the lengthy time frame under current law, the City may have experienced turnover in parking and police staff which may make the officer or parking employee unavailable to be a witness during court proceedings.
- Recognize Milwaukee Public Library's Central Library as the state resource library
 - The Milwaukee Public Library has many collections of statewide interest and as the largest public library in the State, the Central Library includes a breadth and depth of subject matter not found in any other public library.

NOTICES SENT TO FOR FILE 110056:

[illegible]