



IMPORTANT NOTICE: A \$25 FILING FEE MUST ACCOMPANY THIS APPEAL, WITHIN THE DEADLINE REFERENCED BY THE BILL.

Checks should be made payable to: City of Milwaukee and a copy of the bill should be included with your appeal

IMPORTANT NOTICE FOR CUSTOMERS PAYING BY CHECK

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account, or to process the payment as a check transaction.

IF THE CHARGES HAVE ALREADY APPEARED ON YOUR TAX BILL, THIS APPEAL CANNOT BE FILED.

TO: Administrative Review Board of Appeals
City Hall, Rm. 205
200 E. Wells St.
Milwaukee, WI 53202
(414) 286-2231

DATE: 7-15-25

RE: 2414 W Brown St. Milwaukee Wi 53205
(Address of property in question)

Under ch. 68, Wis. Stats., s. 320-11 of the Milwaukee Code of Ordinances, this is a written petition for appeal and

hearing. I am appealing the administrative procedure followed by Department of Neighborhood
(Name of City Department)

Amount of the charges \$ \$508.00

Charge relative to: Vacant building inspection

I feel the City's procedure was improper due to the following reasons and I have attached any supporting evidence, including city employee's names/dates which I spoke to regarding this issue and copies of any city orders received:

Hello,

I'm requesting you reconsider the \$508 fee that I am being asked to pay for the following reasons. The first reason is because the property is not vacant. I provided a copy of the rental agreement and a copy of the rent check. There was an additional charge documented in the letter that was sent to me because the property has code violations. I was never informed of any code violations. Its likely that any code violations were already addressed but if not I will address them promptly once I'm informed what they are for.

Signature

Jared Eckes
Name (please print)

W315S9145 Gena Dr, Mukwonago Wi. 53149
Mailing address and zip code

414 617 1290
Daytime phone number

Jaredeckes@gmail.com

E-Mail Address(es)

RESIDENTIAL RENTAL AGREEMENT

1 This Residential Rental Agreement for the Premises identified below is entered into by and between Landlord and Tenant (referred to in the singular whether
2 one or more) on the following terms and conditions:

3 **TENANT:** (1 adults and 0 children)

LANDLORD: Gerald Eckes

4 Tenant 1 Emma D. Lyles

Tenant 2

5 Tenant 3

Tenant 4

6 Additional occupants under the age of eighteen (18) residing in the Premises:

7 **PREMISES:** Building Address: 2414 W. Brown St. Milwaukee Wi. 53214

8 **TERM:** Choose either option (a) or (b)

9 ☐ (a) For a term of _____ months beginning on _____ at 12 noon and ending on _____ at 12 noon; or

10 ☒ (b) Month-to-month tenancy beginning on 1/1/25 at 12 noon and continuing until terminated (at 12 noon).

11 **NOTE:** An Agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.
12 See section labeled "Notice to Vacate".

13 Tenant agrees to pay the following amounts: Rent \$ 1,300 Parking (1) \$ 0 Parking (2) \$ 0 Storage \$ 0 Pet Rent \$ 0
14 Other \$ 0 for each month for the **TOTAL SUM OF \$ 1,300**

15 **per month** to be received by the 1st day of each month. If rent is received after the 7th day, Tenant shall pay a late fee of \$ 100.00

16 **RENT:** made payable to Gerald Eckes at in person or at the bank

17 **AGENT** for collection of rents: _____ Phone: _____

18 Address: _____ Email: _____

19 **AGENT** for service of process: _____ Phone: _____

20 Address: _____ Email: _____

21 **AGENT** for management and maintenance: _____ Phone: _____

22 Address: _____ Email: _____

23 Rent may be paid by the following methods: ☒ Personal Check ☒ Money Order ☐ Certified or Cashier's Check ☒ Direct Withdrawal ☐ ACH ☐ Other

24 Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. **All tenants,
25 if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement.** Acceptance of a delinquent
26 payment does not constitute a waiver of that default or any other default under this Agreement.

27 UTILITY CHARGES	Electric	Gas	Heat	Hot Water	Water & Sewer	Trash/Recycling
Landlord	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tenant(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

28 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 1,300 to be held by Landlord or Landlord's agent.
29 The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after any event set forth in Wis. Stat. § 704.28(4). If
30 any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of
31 physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known
32 within twenty-one (21) days, Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises,
33 normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat. § 704.28(1). Tenant may not use the
34 security deposit as payment for the last month's rent without the written permission of Landlord.

35 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the start of
36 their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects; and (b) request a list of physical damages or defects, if any, charged against
37 the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages and/or defects charged against the
38 previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from
39 when the request was received or within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need
40 not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In/Check-Out sheet.
41 Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

42 **RULES:** Landlord may make reasonable Rules and Regulations governing the use and occupancy of the Premises or the building in which it is located, common areas, and the
43 surrounding grounds ("rental property"). Any failure by Tenant to substantially comply with the Rules and Regulations will be a breach of this Agreement. Landlord may amend
44 the Rules and Regulations to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the Premises or rental property. No such
45 amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the rental property of which it is a part. A copy of the Rules and Regulations, if
46 applicable, have been given to Tenant at the time of the signing of this Agreement.

47 **NOTICE TO VACATE:** Lease for term - No written notice is required to terminate a lease for term because the lease automatically ends on the last day of the term.
48 Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue the tenancy beyond the original lease
49 term and if so, enter into a new rental agreement accordingly. Month-to-Month Tenancy - Written notice must be received by the other party at least twenty-eight (28) days
50 prior to the ending of a month-to-month tenancy. A month-to-month tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a
51 calendar month through the last day of a calendar month.

52 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion, will be
53 listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond Landlord's
54 control. Landlord shall give timely notice of any delay to Tenant.

55 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Rental Agreement or before vacating of the
56 Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law.

57 **NON-WAIVER:** Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered temporary and does
58 not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent or any other amount owed, is not waiving its
59 right to enforce a violation or breach of any term of this Rental Agreement by Tenant.

60 **CRIME VICTIM PROTECTIONS:** Nothing in this Agreement authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the
61 Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

62 **MODIFICATIONS AND TERMINATION:** This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this
63 Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

64 **SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:** The provisions of this rental agreement are severable. If any provision of this rental agreement is found to be void
65 or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.

66 **RENTAL DOCUMENTS:** Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review prior to entering
67 into this Agreement and prior to receiving the security deposit.

Vacant Building Program
4001 S. 6th Street
Milwaukee, WI 53221-1704

June 23, 2025

GERALD ECKES
W31559145 GENA DR
MUKWONAGO, WI 53149

Record ID: VAC-23-00817

Re: 2414 W BROWN ST

The buildings at the above address were found to be vacant and subject to the Vacant Building Registration Program: SINGLE PRIMARY STRUCTURE. Because the building(s) remained vacant for a period of 6 months you are required to pay a vacant building inspection renewal fee of \$254.00 per building.

You are being charged \$508.00 additional because you had code violations at the time of the semi-annual vacant building registration renewal.

The total fee is \$508.00. This fee includes a 1.6% training and technology surcharge.

Please pay online at milwaukee.gov/lmspay

Checks should be made payable to City of Milwaukee and sent to:

Department of Neighborhood Services
Attn: Cashier
841 N. Broadway, Rm 105
Milwaukee, WI 53202

Any outstanding fees not paid by August 31, 2025 will automatically be assessed to your 2025 tax bill. For questions regarding this fee, call 414-286-2268. More information on this program is available at <http://www.city.milwaukee.gov/dns/vbr>

If you wish to appeal these charges you must file that appeal within 30 days of the date of this letter. It must be filed with: The Administrative Review Board of Appeals, Office of the City Clerk, Room 205 City Hall, 200 E. Wells Street, Milwaukee, Wisconsin 53202. 414-286-2231. Please contact them to obtain the proper application form. There is a \$25.00 fee required when filing the appeal.

Please be advised that if you have filed for bankruptcy, this letter is for informational purposes and is not intended to be construed as an attempt to collect a debt during the pendency of your bankruptcy as other conditions may apply.

Detach

bottom portion and return along with check

(Please write taxkey on check)

6/23/2025

Vacant Building Inspection Payment Stub

Taxkey: 3502404112

Receipt of ARBA Fee

Date:	7/17/25
Received Of:	Jared (Gerald) Eckes
Property at:	2414 W. Brown St.
Received By:	LME
Check # (If Applicable):	1034
Amount:	\$25.00

KE CITY CLERK - RCVD
2025 JUL 17 PM3:09