

Shirlean Clayton

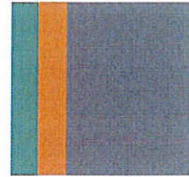
10930 W Meadowcreek Ct.

(414) 350-3289 sclayton2009@gmail.com

CITY OF MILWAUKEE

2018 AUG 14 A 11: 00

CITY CLERK'S OFFICE



08/09/2018

RECEIVED
OFFICE OF CITY ATTORNEY

City Clerk

Attn: Claims

200 E Wells St., Room 205

Milwaukee, WI 53202-3567

AUG 14 2018

12:55 A.M./P.M.

Dear City Clerk,

This letter shall serve the purpose of filing a claim against the City of Milwaukee for significant damage to a residential property I own. The City owns a house with garage located at 3517-3519 N 23rd St and it sits adjacent to my property located at 2316A W Keefe Ave. (located in rear). Over a course of 4 months, I contacted the city about trees that sits on their property, growing into the roof of my property.

The damage to my property is significant and will cost me a total of \$10,300 to repair and \$300 for mice and squirrel extermination costs thus far and 5 months of loss rent for a total of \$3,550 thus far and mold. Now that the city has removed the tree, there is a large hole in the roof, and damage to interior walls, ceiling and window trim from water (rain) which will cost \$2,100 to complete repairs. I was informed by licensed roofers that the repair would temporarily keep water out but not rodents or animals due to the tree growing, lifting and splitting wood on the fascia and under shingles. A complete roof replacement of \$9,400 and gutters \$890 is necessary.

I am asking the City to quickly remedy as the damage has turned my property into unsuitable living conditions which means I cannot rent it out until the hefty expense to repair is paid. My tenant, Danielle Mitchell whom was on a year to year lease (attached - \$710 per month) did not complete her lease term due to it raining inside her home and mice and squirrels. Although a temporary repair for \$900 was completed, the presence of rodents



and rain still find its way in due to all cracks and openings the trees have caused to the roof and underneath and around the North-East side of the house.

The City was negligent in the care and removal of the tree. Therefore, I am filing a claim for money damages in the sum of \$17,140 and more as further rent losses and extermination expenses continue. I pray that the City of Milwaukee quickly remedy this as the condition of the property will worsen over more time that the roof is not replaced and will become another ran down property in the City of Milwaukee.

Thank you kindly for any quick action on this.

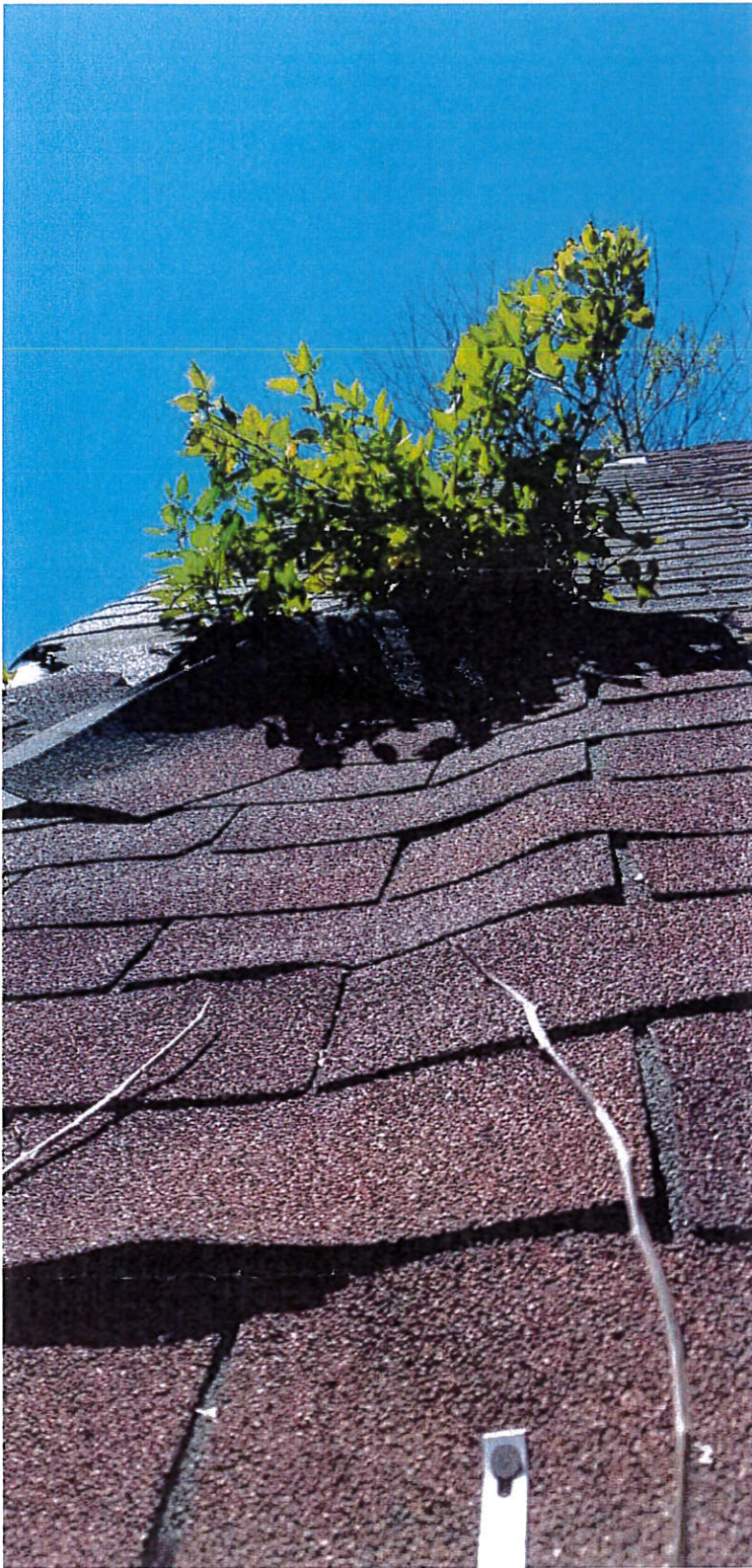
Sincerely,



Shirlean Clayton

















RESIDENTIAL RENTAL AGREEMENT

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

3 Occupancy: 4 adults and 2 children)
4 Shantavynla Mitchell
5 Jaron May Danielle Mitchell

Clayton Keal Estate
Clayton Keal Estate 312 3289
Service of process: PO Box 240834 (phone)
Milwaukee WI 53204 (address)

6 PREMISES: Building Address
7 2316 W Keefe Ave
8 Milwaukee WI 53209
9 (city, village, town) (state) (zip)
10 Apartment/room/unit: near Home
11 Other: blinds throughout
12 Included furnishings/appliances: refrigerator, range, oven
13 other (list or attach addendum):

Agent for maintenance, management: Summit Plumb (phone)
2316 W Keefe Ave (street) (city, village, town) (state) (zip)
Milwaukee WI 53204
Agent for collection of rents: Clayton Keal Estate (name) (phone)
PO Box 240834 (address)
Milwaukee WI 53204 (city, village, town) (state) (zip)

14 RENT: Rent of \$ 710.00 for Premises and
15 \$ 710.00 for other (specify: Security Deposit)
16 is due on the 1st day of each month and is payable at
17 PO Box 240834 Milwaukee WI 53204
18 If rent is received after 30 days

19 TERM: (Strike either (a) or (b))
20 (a) Month-to-month beginning on _____
21 (b) For a term of 12 months beginning on December 22, 2017
22 and continuing to December 31, 2018

23 the Tenant shall pay a late fee of \$40 if
24 Charges incurred by Landlord for Tenant's returned checks
25 payable by Tenant, Landlord shall provide a receipt for cash
26 payments of rent. More than one, are jointly and severally
27 liable for the full amount of any payments due
28 under this Agreement. Acceptance of a delinquent payment
29 does not constitute a waiver of that default or any other default
30 under this Agreement. Other Landlord or Tenant obligations:

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.
31 UTILITIES: Check in paid by: Landlord Tenant
32 Electricity
33 Gas
34 Heat
35 Air conditioning
36 Sewer/water
37 Hot Water
38 Trash
39 Other Trash Special pickup
If utilities or services payable by Tenant are not separately
metered, tenant's share of payments are allocated as follows:
100%

39 See utilities regulations

40 SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 710 to be held by
41 Landlord or landlord's agent. The deposit, less amounts legally withheld, will be returned to Tenant's last known address within twenty-one
42 (21) days after any event set forth in this Agreement. If the full amount of the deposit is withheld, Landlord must provide Tenant with a
43 statement describing each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. The reasonable cost of repair for waste, neglect,
44 or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven (7)
45 days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's
46 occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant's security deposit. No
47 deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given within the time
48 stated. Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

49 DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT: Tenant is hereby notified that Tenant may do any of the following
50 within seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b)
51 request a list of physical damages or defects charged against the previous Tenant's security deposit. If such a request is made by Tenant,
52 Landlord will supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless
53 of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the
54 request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever
55 occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit.
56 If Landlord provides Tenant with an Inspection Checklist and Tenant fails to return it to Landlord within seven (7) days after the start of the
57 tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

58 TIME IS OF THE ESSENCE as to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement
59 or before vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this
60 Agreement or by law, and _____ (strike any parts not applicable).
61 Time is of the essence means that a deadline must be strictly followed.

62 Special Provisions: _____
63 _____

64 Pets and water beds are not permitted unless indicated otherwise in writing.

65 RENTAL DOCUMENTS: Landlord has provided Tenant a copy of this Agreement and any rules relating to the Premises as well as any nonstandard
66 rental provisions prior to the signing of this Agreement, and before any earnest money or security deposit was accepted. Landlord shall give
67 Tenant a copy of this Agreement, any rules relating to the Premises, and nonstandard rental provisions when this Agreement is signed by
68 Tenant. Landlord shall give Tenant Inspection Checklist, keys, and _____ on or before commencement of this Agreement.

NOTE: SIGNING OF THIS AGREEMENT CONSTITUTES LEGALLY ENFORCEABLE RIGHTS

70 CO-SIGNER / GUARANTOR
71 In consideration of Landlord renting the Premises to Tenant, the
72 undersigned guarantees payment of all amounts due under
73 Agreement and performance of all covenants. This Guarantee
74 is irrevocable and is not affected by modification or extension of this
75 Agreement.
76 Signature: _____ (date)
77 _____ (address)
78 _____ (date)
79 _____ (address)
80 _____ (date)
81 _____ (address)
82 _____ (date)
83 _____ (address)

70 LANDLORD/AGENT
71 Signature: Clayton Keal 12/21/17 (date)
72 _____ (print name)
73 TENANT
74 Signature: Shantavynla Mitchell (date)
75 _____ (print name)
76 Signature: Jaron May (date)
77 _____ (print name)
78 Signature: Danielle Mitchell (date)
79 _____ (print name)
80 Signature: _____ (date)
81 _____ (print name)
82 Signature: _____ (date)
83 _____ (print name)

84 **TENANT'S NOTICE TO VACATE:** Rental Agreement for Term - Tenant must provide Landlord with written notice at least two (2) full
85 calendar months or sixty (60) days, whichever is greater, prior to the ending of the rental term. The notice shall inform Landlord whether
86 Tenant intends to vacate the Premises at the end of the term or enter into a new agreement. An Agreement for term may only be
87 terminated at the end of the term. Month to Month Tenancy - Tenant must provide Landlord with written notice at least one (1) full calendar month
88 or thirty (30) days, whichever is greater, prior to ending a month to month tenancy. A month to month tenancy may only be terminated at the
89 end of a rental period. A rental period runs from the first day of a calendar month through the last day of each calendar month.

90 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws
91 of Wisconsin, including Chapter 704 and Chapter 799 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and
92 applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations related to the Premises, including local
93 housing codes.

94 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the
95 Premises and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its
96 termination, in accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy
97 provided under this Agreement, except that, if the Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has
98 vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is
99 deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last
100 day of the tenancy, surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration
101 or termination of this Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make
102 reasonable efforts to re-rent the Premises and apply any rent received, less costs of re-renting, toward Tenant's
103 obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two (2) successive weeks without
104 notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

105 **ABANDONED PROPERTY:** Landlord will not store any items of personal property that tenant leaves behind when tenant vacates, except for
106 prescription medication or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If tenant abandons a
107 manufactured or mobile home or a titled vehicle, Landlord will give tenant and any other secured party that Landlord is aware of, written notice of intent
108 to dispose of the property by personal service, regular mail, or certified mail to tenant's last known address, prior to disposal.

109 **USE OF PREMISES AND GUESTS:** Tenant shall use the Premises for residential purposes only. Neither party may: (1) make or knowingly
110 permit use of the Premises for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; (3) do, use, or keep
111 in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may
112 have guests residing temporarily in Premises if their presence does not interfere with the quiet use and enjoyment of other tenants and if the
113 number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written
114 consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises,
115 building, or development in which it is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

116 **MAINTENANCE:** Pursuant to sec. 704.07, Wis. Stats., Landlord shall keep the structure of the building in which the Premises are located
117 and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the
118 Premises under Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as
119 subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter or redecorate the Premises, cause
120 any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display
121 anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise
122 allowed under the rules or unless Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and
123 operable condition. Whichever party is obligated to provide heat for the Premises they shall maintain a reasonable level of heat to
124 prevent damage to the Premises and the building in which it is located.

125 **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any
126 failure by the Tenant to substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant.
127 Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting
128 the property. No such amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which
129 it is part. A copy of the rules have been given to Tenant at the time of application and at the time of the signing of this Agreement.

130 **BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this
131 Agreement. Should Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written
132 notice of the breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least five (5) days after the
133 giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to
134 to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant
135 has been given such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) year of such
136 previous breach, Tenant commits a similar breach, this lease may be terminated if, before the breach has been remedied, Landlord gives
137 notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided in sec. 704.17, Wis.
138 Stats. This provision shall apply to any term. If Landlord commits a breach, Tenant has all rights, and remedies as set forth under the
139 law, including secs. 704.07(4) and 704.45, Wis. Stats., and Wisconsin Administrative Code Chapter ATCP 134.

140 **RESPONSIBILITY FOR UTILITIES:** Tenant must maintain utilities for the Premises until the end of the lease term or until the last day
141 that Tenant is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the
142 last day that Tenant is responsible for rent.

143 **RENT:** All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and
144 defined as "rent."

145 **CODE VIOLATIONS AND ADVERSE CONDITIONS:** There are no code violations or other conditions affecting habitability of the Premises
146 unless indicated otherwise in writing.

147 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant
148 may terminate this Agreement or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its
149 condition prior to the casualty. Landlord shall have the option to repair the Premises, and if repairs are not made, this Agreement shall
150 terminate. If the Premises are damaged to a degree which does not render them untenable, Landlord shall repair the damages as soon
151 as reasonably possible.

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

155 **ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon
156 twelve (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or
157 comply with applicable laws or regulations. Landlord may enter without advance notice when a health or safety emergency exists, or if
158 Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building from damage. Neither party shall add
159 or change locks without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

160 **EXTERMINATION COSTS:** Tenant will be responsible for any and all costs of extermination or removal of any insects, pests, or rodents that
161 are found on the Premises and which are a result of the tenant's acts, negligence, failure to keep the Premises clean, failure to remove
162 garbage and waste from the Premises, and/or Tenant's improper use of the Premises.

163 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal
164 property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's
165 Insurance that Tenant may not have any Insurance coverage should Tenant's belongings be damaged or should Tenant be held liable to
166 a third party and/or the Landlord.

167 **CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment
168 of rent, which is accepted by Landlord, Tenant shall be under a month to month tenancy unless other arrangements have been made in writing.

169 **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

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

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