

December 6, 2001

CITY OF MILWAUKEE  
RECEIVED

'01 DEC 11 PM 4:09

CITY OF MILWAUKEE

2001 DEC 11 PM 1:29

Ed Ferris and Christine Lorenz  
802 N. Van Buren St.  
Milwaukee, WI 53202-3946

OFFICE OF  
CITY ATTORNEY

RONALD D. LEONHARDT  
CITY CLERK

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

RE: C.I. File No: 01-S-371

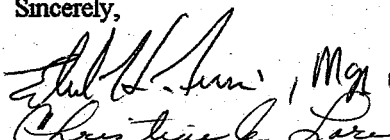
Dear Sirs:

We have received a letter from Grant F. Langley and Robert M. Overholt dated November 15, 2001 but not postmarked until November 26, 2001 denying our claim for damages to the rear first floor entrance door of our property at 309 East Lloyd Street, Milwaukee, WI. We wish to appeal the decision denying our claim and accordingly request a hearing.

We are the owners of the 309 East Lloyd Street property. Athena Korth is our tenant there. Enclosed is a letter from Athena Korth to Grant Langley which clarifies events that occurred. Also enclosed is a copy of the 'Milwaukee Police Department DAMAGE NOTICE' (form # PD-32 2/98) dated 9-2-01 and signed by Sgt. Hendrix. The conclusion written by Sgt. Hendrix is that the caller of the police did not live at 309 E. Lloyd Street. Also enclosed is the first sheet of our lease with Athena Korth. Candice Towns (the caller of the police) is not a lessee. Athena Korth did not give permission for police to enter the building. Accordingly, our claim is valid.

Is there additional information which we may be able to provide?

Sincerely,

  
Edward H. Ferris and Christine Lorenz, *mgrs*  
*for 307 LLC*

cc Athena Korth

Enclosures

Dec. 3, 2001

To: Grant Langley  
(City attorney)

Hello my name is Athena Korth.  
I live at 309 E. Lloyd St.  
Milwaukee WI 53212

Candice Towns was a friend who came by often, and I explained to her I did not want her coming by. Candice then told the police officers that she lived here and I, Athena was holding her + her daughter Hems and then the police officers broke in through the back door and broke it as well, a lot of my materials were stolen. I was not here at the time of the incident. So I went to the Police Station once I did get home and spoke to the Sgt. And he then came by and

took some pictures of the door that was broke.

The Sgt. then gave me a paper that stated the Police Dept. was negligent and would pay for the door.

I gave that paper to my land lord.

Thank-you,

and I ~~hope~~ hope this helps.

Ms. Athena North

374-1901

PD-43 2/98

# MILWAUKEE POLICE DEPARTMENT DAMAGE NOTICE

(SUPERVISOR TO LEAVE IN PROMINENT PLACE AT SCENE)

The Milwaukee Police Department received a call for

service on: 9/2/01 at: 11<sup>00</sup> a.m./p.m.  
(DATE) (TIME)

at: 309 E. Lloyd  
(ADDRESS)

- to:  confirm welfare of occupant(s)  
 make an arrest  
 execute a search warrant  
 recover evidence of crime  
 other (describe) CALLER INDICATED TO POLICE THAT SHE LIVED THERE. IT WAS LATER DISCOVERED THAT SHE DIDN'T. GAVE OFFICER'S PERMISSIONS TO FORCE DOOR.

The following damage to premises or vehicle occurred:

Door Lock

NO SUPERVISOR @ SCENE WHEN ENTRY WAS MADE.

Supervisor's Name: SGT. HENDRIX  
(PRINT)

5 DIST. LATE 50722  
(DIST. / WORK LOC.) (SHIFT) (PAYROLL #)

**SEE NOTICE ON REVERSE SIDE**

LEASE DATE

(From 3:00 pm) (@ 11:00 am)

MONTHLY RENT

309 E. Weyd St 1/99  
Unit Code 53212  
SECURITY DEPOSIT \$822.50  
Paid by: Christine Lorenz

1/30 / 01

09/21/01 TO 05/31/02  
LEASE TERM

\$575 if received by the 1st day of the month, if received after that day, \$50.00 more shall be due for that month

A parking space is/ is not included with unit, and shall be assigned by Lessor or Manager

RESIDENTIAL LEASE

Parties Premises Term Rent. It is mutually agreed upon by 309 LLC Lessor, and ATHENA PARTH Lessee, jointly and severally, the Lessor does hereby lease to Lessee the following described premises in the State of Wisconsin, City of Milwaukee for the term and rent described above. First months rent is due and payable on the first day of 19 and the entire monthly rent shall be paid on the first day of each month thereafter. If this is a month-to-month lease or if by operation of the terms hereof a month-to-month tenancy is created hereunder, Lessee agrees not to vacate the premises during the months of November, December, January and February; if Lessee vacates in violation hereof, it will be treated as a sublease and Lessee shall pay for any rent loss and utility costs during those months.

Residents: There shall be no more than 1 adults and 1 children living in the premises during Lessee's tenancy.  
Place of Payment: Payments hereunder are to be made at 802 N VAN BUREN ST MILWAUKEE WI 53202. All notices and papers for Lessor shall be sent to 309 LLC at the same address, or such other place as Lessor shall designate in writing. 3946

Heat & Utilities: 309 LLC is to furnish heat at his expense. If Lessee is responsible for furnishing heat, Lessee agrees to maintain a reasonable amount of heat in cold weather to prevent damage to water pipes, etc. Should any damage occur because of Lessee's failure hereunder, Lessee shall be held responsible for damage. Lessee is responsible for his own gas and electric bills; Lessor/Lessee shall pay sewer and water charges which will be prorated by the number of people in the building. Utility charges shall be considered as rent.

Renewal and Shortened Term: The renewal of this lease is not automatic and tenancy beyond the term agreed or any agreed extensions thereof shall be on a month-to-month basis under the same terms and conditions hereof with 60 days WRITTEN notice to terminate tenancy. Under any circumstances Lessee must give and Lessor must receive WRITTEN notice of termination of tenancy AT LEAST 60 days prior to the last day of Lessee's final month of tenancy or this lease shall continue as month-to-month tenancy. The day of delivery of notice to Lessor shall not be counted as part of the notice period. For example, if this becomes a month to month tenancy, a written notice received April 10 would allow a tenancy to terminate on June 30. The term of this lease may be shortened in the event the premises are sold if the new owner provides Lessee at least 60 days notice of termination of tenancy.

Security Deposit: Lessee agrees that the security deposit in the amount set forth above shall be held by Lessor and may be commingled with Lessor's operating funds. Lessee waives interest on security deposit and on any pre-paid rent. THE SECURITY DEPOSIT IS NOT RENT and Lessee may not use it as rent, but is a deposit which will be returned to Lessee after he vacates premises and returns all keys to Lessor; premises must be left in clean condition and ready for the next occupant. By "clean condition and ready for the next occupant" is meant clean and the better of: (1) the condition of the premises when turned over to Lessee; or (2) The condition of the premises following the completion of any work performed by either party to improve the premises (normal wear and tear is excepted). Lessee agrees to the assignment of security deposit to new Owner in the event of the sale of the property. All sums due under the lease may be set off against security deposit.

Lessee Has Examined Premises: Lessee has examined and knows the condition of the premises and has received the same in good order and repair except as otherwise noted and endorsed by both parties on the Tenant Inspection Form. Lessee shall have seven days after the beginning of occupancy to inspect the premises and to advise Lessor IN WRITING of any other damages which existed prior to his occupancy, and/or to request IN WRITING, a list of physical damages or defects charged to the previous tenant's security deposit.

Lessee's Property: Lessee is responsible for insuring his personal property and expressly waives any claims against Lessor for loss or damage thereto by reason of fire, theft, act of God or other causes (other than Lessor's conscious act or active negligence).

Lessee's Duties: Lessee agrees to assume the following duties: (1) To notify Lessor (not a tradesman working for Lessor) of needed repairs and to do so in writing, except for emergencies; (2) To allow Lessor/service personnel to enter premises at reasonable time or reasonable times on reasonable notice to inspect, repair, improve, show, or comply with applicable laws or regulations. Lessor may enter without notice upon consent or request of Lessee for maintenance services or when a health, safety or repair emergency exists; (3) To use the premises only for lawful residential purposes; (4) To obey all lawful orders, rules and regulations of all government agencies; (5) To leave all alterations/improvements to the premises for Lessor's benefit; (6) Not to assign this lease or sublet premises without prior written consent of Lessor; (7) Tenant may have guests in the Premises only if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not excessive in Lessor's sole opinion. No guest may remain for more than two weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are located by Tenant or Tenant's guests and invitees.

Termination: After Lessee leaves the premises, he shall be liable for the premises as though still in possession for all damages thereto until he has delivered the keys to Lessor. The burden of proof of delivery of such keys is on Lessee.

Breach of Lease: In the event Lessee violates any of the terms of this lease, Lessor may serve the statutory five or 14 day notices as though Lessee's tenancy was a tenancy for one year or less. In the event Lessee is evicted for failure to abide by the terms of this lease, or otherwise leaves the premises prior to the expiration of this lease, he shall remain liable for all rental loss through the end of this lease as well as advertising costs and rent fees unless he is expressly released from such obligation by Lessor IN WRITING.

Waiver: In the event either party defaults on any requirements of this lease and the other party fails to act on account of that default, the failure to act (waiver) shall relate only to the specific act of default. One or more such failures to act (waivers) by either party shall not constitute an amendment of this lease or an indication that later defaults shall result in a similar failure to act (waiver). All tenants if more than one, are jointly and severally liable for the full amount of any payments due under this lease.

NO PETS: NO PETS ALLOWED (including visiting pets)

Application: If Lessee makes representations to Lessor on a rental application or otherwise which induce Lessor to enter this lease and Lessor thereafter discovers one or more material falsehoods in said representations, Lessor may cancel and rescind this lease upon written notice as though this was a month-to-month tenancy.

Terms: The terms "Lessor" and "Lessee" as used herein shall be taken to mean singular or plural, masculine or feminine, as the case may be, and the provisions hereof shall bind all parties, their heirs, successors, and assigns.

Tax Adjustment: Starting the January following execution hereof, the rental amount may be adjusted by Lessor to reflect property tax changes on a prorata basis among the units of the building.

Lessee acknowledges that he has read and understands both sides of this document and the accompanying non-standard lease provisions and that he has received a copy of same.

Special: NO LIVE CHRISTMAS TREES. ONLY TENANT TO HAVE KEY FOR APARTMENT.

(IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the lease date written above.)

Lessor:

Lessee:

# INVOICE

INVOICE NO. <sup>S</sup>

141561

(A)

CLAIMANT ADDRESS

SOLD TO EN FERRIS / CHRIS LORENTZ			SHIPPED TO ADAIR REPAIR		
STREET & NO. 2611 N TERRACE			STREET & NO. 1328 E ALBION		
CITY MKE	STATE WI	ZIP 53211	CITY	STATE	ZIP

CUSTOMER'S ORDER	SALESMAN	TERMS	F.O.B.	DATE
RE: DOOR REPAIR 309 E 2600A				
1		DOOR 6 PANEL 34X84		197 40
		JAMB + TRIM BOARDS		81 54
		NEW LOCKSET + HINGES		26 50
		LABOR TO INSTALL INCLUDING		360 00
		PRIMING AND PAINTING		665 44
TOTAL				

CITY OF MILWAUKEE  
2001 OCT 25 PM 12:46  
RONALD D. LEONHARDT  
CITY CLERK

WE HAVE USED BOTH CONTRACTORS. BOTH DO GOOD WORK.

*Chris Lorentz*  
964-9980  
10-23-01

PD-43 2/98

MILWAUKEE POLICE DEPARTMENT  
**DAMAGE NOTICE**

(SUPERVISOR TO LEAVE IN PROMINENT PLACE AT SCENE)

The Milwaukee Police Department received a call for

service on: 9/2/01 at 11:00 a.m./p.m.

at: 309 E. 110th (ADDRESS)

to:  confirm welfare of occupant(s)

make an arrest

execute a search warrant

recover evidence of crime

other (describe) OWNER INDICATED TO

PLACE THAT SHE LIKED THAT IT

LAST LATER DISCOVERED THAT SHE DIDN'T

CHANGE OFFICER'S PERMISSION TO ENTER DOOR.

The following damage to premises or vehicle occurred:

1 Door Lock

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NO SUPERVISOR TO SCENE WHEN

ENTRY WAS MADE.

Supervisor's Name: Sgt. Hendrick (PRINT)

Sgt. Lane (SHIFT) 5072 (PAYROLL #)

(DIST. / WORK LOC.)

SEE NOTICE ON REVERSE SIDE

②

To: ED FERRIS/CHRISTINE LORENZ  
2611 North Terrace Aven  
Milwaukee, WI 53211  
From: Shannon Cole  
822 North 24th Street  
Milwaukee, WI 53233

Replace door and broken lock sets. Door beyond repair.  
\$695.00

Shannon Cole