

**11/7/2024 Claim to the City of Waukesha for damages to – 316 South Moreland Blvd Waukesha, WI 53188. Paul & Michele Neilson.**

On October 5, 2024, my husband, Paul Neilson, was involved in what started as a domestic situation, and ended in a 7-hour stand-off in a home on Moreland Road in Waukesha.

Police on scene obtained a warrant to enter our home. From there, numerous tactical methods to gain entry into the home and take Paul into custody resulted in massive, severe damage to the home.

Those tactical measures included the use of drones, a Bear Cat smashing through the front door, numerous canisters of pepper spray and flash booms shot through windows to flush him out.

Ultimately, officers and a K9 gained entry and found Paul in the basement where he was taken into custody. He was incarcerated at the Waukesha County Jail, where he remains to date.

As the victim of first the domestic violence incident, I am now alone in dealing with trying to repair all the residual, very extensive and expensive damage to my home.

**The damage includes replacement of the following:**

- Front entry door and screen door, including entire door frame (Bear Cat damage) and new locks
- Back entry door and screen door, including entire door frame and new locks
- Front bedroom window (east side, facing Moreland Blvd) and frame due to canister shot through, drone entry
- Hole in bedroom wall hit by canister shot through window
- Kitchen bay window (one of the three panes shattered)
- Bathroom window
- Bathroom door trim hit by canister shot through window
- Spare bedroom window (north side of home) damaged by canister shot through window
- Basement casement window shattered due to canister shot through, drone entry
- Backyard rubber-coated fence – large section cut out and removed by Police to make entry to back yard.

So far, I've paid \$3000 just to have the doors and windows boarded up (see attached receipt for payment to Marathon 24-hour Restoration).

Because of the excessive amount of tear gas discharged into the residence, which did not result in Paul's surrender, I had to throw out just about all my food and beverages. I also had to make alternate living arrangements for me and my dog since we couldn't even breathe when inside the residence for literally days after the incident.

To say that this incident has taken its toll on me is an understatement.

I am asking for your consideration to reach a fair compensation agreement to help me pay for the repairs now necessary to restore my property, while Paul has chosen to remain in jail.

Thank you,

Michele Neilson

Cell # 262-366-6720

Michael Jons & Associates  
General Contractor  
217 S. Oakridge Drive  
North Prairie, WI 53153  
Cell: 262-853-2857  
Email: michaeljonsassociates@yahoo.com

Michele Neilson  
316 S. Moreland Blvd.  
Waukesha, WI 53188

November 4, 2024

Proposal: Replacement of doors  
Job Location: Same

1. Will replace front door and back door with steel doors and will have a window.
  - There will be 2 door styles to pick from.
  - Both doors will have deadbolt locks and extra locks keyed alike.
  - We will trim doors with new inside moldings and trim the outsides of doors.
  - We will re-install the back storm door and will supply and install a full view Larson door with a pulled down screen on front door.
  - Note: If we paint doors – add \$125.00 each.
2. Will install 2 lang vinyl windows with screens.
  - They will have low E and argon.
  - The front window will be double- hung and the bathroom will be a casement with frosted glass.
  - We will trim the inside and outside.
3. Will install glass block window in the basement.
4. Will repair back bay window and side bedroom window.
5. Will do necessary drywall repairs.

Total Amount of proposal:

\$8,135.00

TERMS: 1/2 DOWN DEPOSIT.  
BALANCE UPON COMPLETION (WILL INVOICE ACCORDINGLY)

ACCEPTANCE:

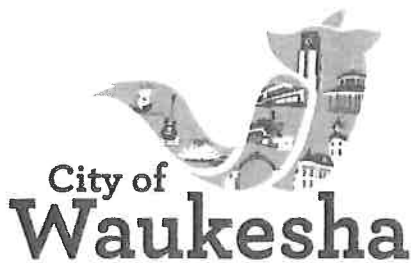
*Michele Neilson*

DATE:

*11/5/24*

RESPECTFULLY SUBMITTED,

MICHAEL JONS & ASSOCIATES



## POLICE DEPARTMENT

1901 DELAFIELD STREET  
WAUKESHA, WISCONSIN 53188-3672  
TELEPHONE: (262) 524-3831 FAX: (262) 524-3832

DANIEL P. THOMPSON

Chief of Police

Case Number: 24-33092

### Notice to Occupants of Chemical Agent on Property:

On Sunday, August 25, 2024, City of Waukesha Police Services deployed the following chemical munitions in the building located at: 316 S. Moreland Blvd, Waukesha, WI:

*Anyone going close to or entering the property may experience effects from the chemical agents. The agent(s) marked below were used on the property. See potential effects of each agent listed below:*

OC (Oleoresin Capsicum)

Effects include: involuntary eye closure, shortness of breath, difficulty breathing, gagging sensation, coughing, burning sensation on the eyes, lungs and skin, exposed skin inflammation

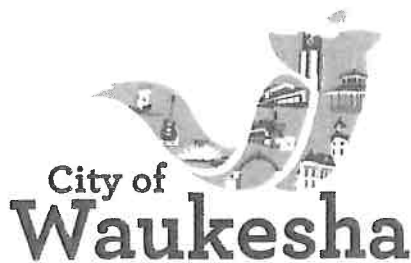
X CS (Ortho Chorobenzalmalononitrile)

Effects include: irritation of nose, throat and lungs, difficulty breathing, tightness in chest, coughing, profuse tearing, involuntary closure of the eyes, nasal drip, excess salivation, stinging sensation on exposed skin, exposure to high concentration of CS for a relatively long time can pose health risks.

**DO NOT ENTER THIS PROPERTY IF YOU HAVE PRE-EXISTING HEALTH CONDITIONS WITH LUNGS**

#### SOME BASIC DECONTAMINATION SUGGESTIONS ARE AS FOLLOWS:

1. Ventilate the building to remove airborne particulates of the chemicals used.
  - a. Open all doors and windows.
  - b. Fans can be used to increase ventilation.
2. Use non-ionic, non-oil based detergents such as Tide or Ivory liquid mixed with water to clean.
3. Surfaces, which will not be damaged, may be decontaminated with baking soda mixed with water.
4. A HEPA (High-Efficiency Particulate Air) – filtered industrial vacuum cleaner may be used to collect the residual powder. A standard household vacuum is not suggested, as it may stir up the powder.



## POLICE DEPARTMENT

1901 DELAFIELD STREET  
WAUKESHA, WISCONSIN 53188-3672  
TELEPHONE: (262) 524-3831 FAX: (262) 524-3897

DANIEL P. THOMPSON  
Chief of Police

5. Dry cleaning is suggested for decontaminating clothing and/or other fabrics. It is recommended to let the dry cleaners know of the contamination.
6. Contaminated foods can absorb OC/CS and should be discarded. CS/OC penetrates many plastics and wrapped foods so any foods wrapped in plastic or in plastic storage containers may be contaminated. This includes foods that are in the refrigerator. Canned foods may be usable after the outside of the can has been cleaned.
7. Some or all of these steps may need to be repeated a number of times to remove lingering traces of the chemical agents in heavily contaminated areas.
8. Each building requiring decontamination should be evaluated on a case-by-case basis, taking into consideration the chemicals deployed in the building and the occupants(s) medical condition(s), thereby, causing in some situations some or all of these suggested steps to be repeated numerous times.

### \*\*\* NOTE\*\*\*

These are merely suggestions provided on behalf of the City of Waukesha Police Services. It is highly recommended to consult with a professional cleaning service to evaluate your particular situation. Dependent upon each occupant's health status, it may also be prudent to contact a medical provider to be apprised of any chemical sensitivities.

# MARATHON

FIRE • WATER • MOLD • TRAUMA • ASBESTOS

24 HOUR RESTORATION

2332 N. Sylvania Ave., Suite 2 • Sturtevant, WI 53177

888-633-4495

INVOICE

9457

Service for: Michele Nelson email: \_\_\_\_\_ Date: 10/7/24  
Address: 316 S. Moreland Blvd Technicians: \_\_\_\_\_  
City / State / Zip: Waukesha, WI Ins. Adjuster: \_\_\_\_\_ Ph: \_\_\_\_\_  
Phone #: (262) 366-6720 Alt: ( ) Referred By: \_\_\_\_\_  
Insurance Co.: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_ Lockbox \_\_\_\_\_

JOB DESCRIPTION	COST
<u>Home board up:</u>	
<u>Use of materials and labor (plywood + screws)</u>	
<u>Service call</u>	
<u>Board of six windows</u>	
<u>Board of door window</u>	
<u>Haul away garbage / small truck load</u>	
<u>Use of multiple</u>	

PAID IN FULL  
10/7/24  
*[Signature]*

☐ Check ☐ Credit ☒ Cash ☐ BILL ☒ BILLED

Property Owner/Authorized Agent Michele Nelson  
I hereby sign that I personally am responsible for all charges, costs and deductibles not covered by insurance.

Sub-Total \$ 3,000.00  
P/O 6% \$ \_\_\_\_\_  
3% Credit Card Fee \$ \_\_\_\_\_  
GRAND TOTAL \$ 3,000.00

**MARATHON**

FIRE ● WATER ● MOLD ● TRAUMA

**24hr Restoration**

Tel: (888)-633-4495 Fax: (262)-633-4495

Property Owner/Authorized Agent: Michelle L Nelson

Claim No: \_\_\_\_\_

Worksite Address: 316 S. Maceland BlvdCity/State/Zip Code: Waukegan WI 53188

- 1. Scope of Work:** Document damages, document moisture readings, remove affected materials, place drying equipment and monitor drying efforts. Removal of drying equipment once a dry standard has been achieved and documented.
- 2. Services.** Property Owner/Authorized Agent has retained Marathon ("Contractor") through its insurance company or authorized agent to enter the Work Site and furnish materials and equipment and labor to reasonably protect, restore, preserve and secure the Work Site from further damage and to commence emergency mitigation, water, fire, trauma and reconstruction services limited to losses covered by insurance. The customer instructs Marathon to proceed and authorizes Marathon to start with its recommended work. This contract authorizes Marathon to proceed with the services damaged by (water, sewer back up, smoke damage, fire, and trauma).
- 3. Unrelated Conditions.** Property Owner/Authorized Agent acknowledges and agrees that Contractor is not responsible for addressing or correcting damage, conditions or areas unrelated to the event that necessitated the services described in paragraph 1, above. **Property Owner/Authorized Agent is personally responsible for any and all charges, costs and deductibles not covered by insurance.**
- 4. Special/Fragile/Valuable Items.** Property Owner/Authorized Agent agrees to take full responsibility for special, fragile or valuable items of personal property and Marathon Restoration shall not be liable for mysterious disappearances or damage to any such items. Marathon highly recommends that the Property Owner/Authorized Agent take care to protect any such items as soon as possible, preferably prior to the start of work (especially jewelry, cash, weapons, medications, etc.).
- 5. Environmental Conditions.** Property Owner/Authorized Agent understands and the parties agree that certain amounts of mold and bacteria may be normal in an indoor environment, and Marathon is not attempting to leave the work area "sterile." Property Owner/Authorized Agent understands that the presence of certain types of microorganisms in indoor environments may cause illness and/or damage to the property, and that the use of certain chemicals may reduce this risk. Property Owner/Authorized Agent hereby acknowledges that Marathon has advised Property Owner/Authorized Agent of the importance of ventilation. Infants, the elderly, and individuals with chemical sensitivities or respiratory problems may be particularly sensitive to certain types of microorganisms.
- 6. Access and Security.** Property Owner/Authorized Agent agrees to provide free and unrestricted access to the Work Site Address to Marathon's employees, agents and subcontractors, and their vehicles and equipment. Property Owner/Authorized Agent will provide areas for storage of equipment, materials, and debris. Marathon may store equipment and materials in the areas provided by Property Owner/Authorized Agent at the end of each workday. Property Owner/Authorized Agent will provide all water, electricity and other utilities necessary for Marathon to perform work. Property Owner/Authorized Agent will secure all entrances to the Work Site Address in a manner adequate to prevent unauthorized persons from gaining access. Property Owner/Authorized Agent understands that he/she is responsible for the care and custody of any equipment and materials while Marathon is not on site. **Property Owner/Authorized Agent will pay the reasonable repair and/or replacement cost of any lost, stolen or damaged equipment or materials.**
- 7. Billing.** Property Owner/Authorized Agent has been informed of, and agrees: (a) Property Owner/Authorized Agent is personally responsible for any and all deductible(s), depreciation, services and/or charges not paid by insurance; (b) Invoices and payments not paid by insurance are payable upon receipt; (c) **Property Owner/Authorized Agent authorized and directs the responsible insurance company to make payment directly to Marathon for the work or Marathon's name to be included on the insurance check.**

If owner is a named insured or beneficiary under a valid casualty insurance policy, Owner hereby, assigns all such insurance payments for covered charges directly to Marathon under Owner's policy from their insurance company(s). Marathon will send all copies of our estimate and invoice to the customer's insurance company as a courtesy. Interest at the highest rate allowed under law will be charged on any unpaid balance after thirty (30) days of the date of invoice. Property Owner/Authorized Agent agrees to pay all collection costs, collection agency commissions, attorney's fees, expert fees, court costs and arbitration costs incurred by Marathon to collect past due balances. This attorney's fees provision is expressly limited to actions on the contract and shall not be interpreted or construed to apply to any other claims.

**8. Limit of Liability.** Marathon's liability is limited to the total amount paid for services rendered. Property Owner/Authorized Agent hereby agrees to release, hold harmless, defend (pay attorney's, expert fees, arbitration costs and court costs) and indemnify Marathon from any and all damages, claims or actions that arise from: a) conditions that pre-existed the specific loss or event Marathon was hired to address; b) the premature removal of equipment or termination of work against and; c) mysterious disappearances of personal property. Problems that may occur for which Marathon will be released, indemnified, defended and held harmless may include mold, bacteria, structural damage, indoor air quality contamination, and environmental illnesses (including allergies, asthma and alleged toxic effects). If there is any accidental damage such as (personal, structure) damage to the property, Marathon is not responsible or liable. Marathon doesn't offer any warranties with regard to mold or other microbial infestation after completion of work.

**9. Safety and Health.** When entering the area of the Premises where the work is being done, Owner/Personnel shall adhere to all Marathon's safety requirements. Marathon cautions that during the work the impacted area(s) are dangerous and entering any of the area(s) is done at the person's own risk and Marathon is not liable for any injuries and their actions of any sort. While performing services at the premises, Marathon may identify and, if identified, will notify the owner of what appears to be mold or other fungal contamination or bacteria (mold). Mold can not be confirmed with any certainty without laboratory analysis of air and/or surface samples taken by a qualified industrial hygienist. Mold can amplify over time, and Marathon is not responsible for any existing or the spread or concentration of mold. If antimicrobial is to be applied, no one shall enter the treated area for at least 3 hours after applied. A MSDS sheet will be provided upon request.

**10. Un-authorized personal shall not turn off any equipment or move any equipment without first calling Marathon's office.**

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE AND I AUTHORIZE MARATHON TO PERFORM THE SERVICES DESCRIBED ABOVE. I AM THE OWNER OF THE STRUCTURE OR AM AUTHORIZED TO ENTER THIS AGREEMENT ON BEHALF OF THE OWNER OF THE STRUCTURE. I UNDERSTAND THAT THE PROPERTY OWNER/AUTHORIZED AGENT IS PERSONALLY RESPONSIBLE FOR ANY AND ALL CHARGES, COSTS AND DEDUCTIBLES NOT COVERED BY INSURANCE.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, MARATHON HEREBY NOTIFIES THE PROPERTY OWNER/AUTHORIZED AGENT IS RESPONSIBLE FOR ANY AND ALL PAYMENTS FOR THE SERVICES THAT WERE PERFORMED BY MARATHON. IF NOT PAID IN FULL WITHIN 30 DAYS OF SIGNED CONTRACT, MARATHON MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDING IF NOT PAID IN FULL.

Signature - circle one, Property Owner/Authorized Agent

Michelle L Nelson

Print Name and Title

Date

10/6/24

Signature: Marathon Representative

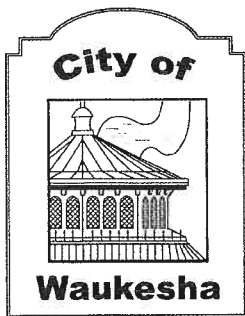
Justin Reeves

Print Name and Title

Date

10/6/2024





OFFICE OF THE CITY CLERK TREASURER  
Waukesha, Wisconsin

## INSTRUCTIONS FOR FILING A CLAIM AGAINST THE CITY OF WAUKESHA

To file a claim against the City a claimant must comply with Section 893.80(1), Wis. Stats., a copy of which is printed at the bottom 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 must be filed within 120 days of the event in most circumstances.
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.

*(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 as well as the claimant's e-mail address, if any.
3. As detailed a description of the incident as possible, including the date, time and place.

### PERSONAL SERVICE:

Information must be submitted in person to:  
**Clerk Treasurer, City of Waukesha**  
**ATTN: CLAIMS**  
**201 Delafield St.**  
**Waukesha, WI 53188**

### ADDITIONAL INFORMATION

Before you can file a lawsuit against the City of Waukesha 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 the 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.

If you should have any questions about these instructions, please contact:

**City of Waukesha Clerk-Treasurer's Office**  
201 Delafield Street, Waukesha WI 53188

Phone: (262) 524-3550

Email: [clerktreas@waukesha-wi.gov](mailto:clerktreas@waukesha-wi.gov)

Fax: (262) 524-3888

Regular Hours: 8am – 4:30pm, M-F

RECEIVED

NOV 8 2024

WAUKESHA CITY CLERK

**893.80** Claims against governmental bodies or officers, agents or employees; notice of injury; limitation of damages and suits. (1d) Except as provided subs. (1g), (1m), (1p) and (8), no action may be brought or maintained against any volunteer fire company organized under Ch. 213, political corporation, governmental subdivision or agency thereof nor against any officer, official, agent or employee of the corporation, subdivision or agency for acts done in their official capacity or in the course of their agency or employment upon a claim or cause of action unless:

(a) Within 120 days after the happening of the event giving rise to the claim, written notice of the circumstances of the claim signed by the party, agent or attorney is served on the volunteer fire company, political corporation, governmental subdivision or agency and on the officer, official, agent or employee under s. 801.11. Failure to give the requisite notice shall not bar action on the claim if the fire company, corporation, subdivision or agency had actual notice of the claim and the claimant shows to the satisfaction of the court that the delay or failure to give the requisite notice has been prejudicial to the defendant fire company, corporation, subdivision or agency or to the defendant officer, official, agent or employee; and

(b) A claim containing the address of the claimant and an itemized statement of the relief sought is presented to the appropriate clerk or person who performs the duties of a clerk or secretary for the defendant fire company, corporation, subdivision or agency and the claim is disallowed.