

RECEIVED

JAN 7 2025

Wauwatosa City Attorney's Office

CITY OF WAUWATOSA
7725 W. North Avenue
Wauwatosa, WI 53213

ATTN: CITY ATTORNEY

NOTICE OF CIRCUMSTANCES OF CLAIM

Name: Mark J. Kneepkens

Address: [Redacted]

Phone: [Redacted]

Incident/Accident Information

Date: 11/26/2024

Time: 2:00 PM

Place: [Redacted]

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary.) For auto damages, attach a copy of police report, if any, and a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury, whether or not medical attention was given and the name of the treatment provider. Identify any witnesses to the incident/accident.

During a police call for service (call # 24-36017), a Wauwatosa Police Officer was dispatching a sick/injured raccoon. The raccoon was reported by another citizen. The raccoon was located on the back concrete patio when the officer shot it. The officer shot it at an angle aimed toward the house and the bullet ricocheted off the concrete and went thru the back sliding glass door causing the ~~best~~ amount of damage listed below.

Signed: _____

Date: 11/26/2024

CLAIM

NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Circumstances of Claim you may file a claim with the City at any time consistent with the applicable statute of limitations. However, in order for the City to formally accept or deny your claim at this time, the following claim must be completed and signed.

The undersigned hereby makes a claim against the City arising out of the circumstances described above in the amount of \$ 26,108.10

To process this claim it is necessary to detail all damages being sought.

Signed: Mark J. Kneepkens

Date: 11/26/2024

Address: [Redacted]



CITY OF WAUWATOSA
POLICE DEPARTMENT
1700 North 116th Street
Wauwatosa, Wisconsin 53226-0426
(414) 471-8430 FAX (414) 471-8447

JAMES H. MACGILLIS
CHIEF OF POLICE

Mr. Mark Kneepkens
[REDACTED]

12/13/24

Dear Mr. Kneepkens:

I am writing this letter to update you on the Police Department's review of the incident and damage that occurred to your property at [REDACTED] on 11/26/24.

The involved Officer, after causing damage to your patio window/door, immediately notified a Supervisor of the incident. Sgt. Grosenick responded to assess, investigate, and then speak with you. He also provided you with a claim form that I understand has been filled out and provided to our City Attorney's office.

I immediately directed an internal investigation to occur as to the Officer's handling of this call and use of a weapon. Officers are allowed by policy to use firearms to euthanize sick or injured animals, but must do so in a safe and responsible manner. Ultimately, the Chief reviewed the investigation and imposed discipline and retraining for the Officer involved.

I wanted to make you aware that we take very seriously the oversight of our employees and their actions, and when mistakes occur, we hold them accountable.

My apologies for the inconvenience that this caused you.

Respectfully,

A handwritten signature in cursive script that reads "Luke Vetter".

Capt. Luke Vetter
Patrol Bureau



Proposal - Detailed

Pella Window and Door Showroom of Brookfield
19030 Bluemound Rd
Brookfield, WI 53045
Phone: (262) 783-6600 Fax: (262) 783-7335

Sales Rep Name: Torres, Jenna
Sales Rep Phone: 262-853-0646
Sales Rep E-Mail: jtorres@pellawi.com
Sales Rep Fax:

Customer Information	Project/Delivery Address	Order Information
Mark Kneepkens Mobile Phone: Fax Number: E-Mail: Contact Name: Great Plains #: 1008321436 Customer Number: 1012084120 Customer Account: 1008321436	Mark Kneepkens - Lot # Milwaukee, WI 53222 County: Owner Name: Mark Kneepkens Owner Phone:	Quote Name: Mark Kneepkens - Order Number: 823 Quote Number: 18949537 Order Type: Installed Sales Wall Depth: Payment Terms: Tax Code: Cust Delivery Date: None Quoted Date: 11/28/2024 Contracted Date: Booked Date: Customer PO #:

Customer Notes: This project is for full replacement of an oversized pine wood sliding patio door
This door matches size for size, like for like, with custom stain to match customer's interior woodwork
Oak trim on the inside will be replaced and stained to match

← NOTE

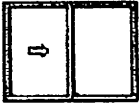
For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Customer: Mark Kneepkens

Project Name: Mark Kneepkens

Quote Number: 18949537

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
10	Family Room	<p>Pella Reserve, Contemporary Double Sliding Door, Contemporary,, Vent Right / Fixed, 100 X 81.5, Classic White</p> <p>1: Non-Standard Size Non-Standard Size Vent Right / Fixed Double Sliding Door Frame Size: 100 X 81 1/2 General Information: Knock Down, Standard, Clad, Pine, 5 7/8", 4 9/16", Black Composite Threshold Exterior Color / Finish: Standard Enduraclad, Classic White Interior Color / Finish: Unfinished Interior Sash / Panel: Square, Square, Standard Glass: Insulated Dual Tempered Low-E SunDefense™ Low-E Insulating Glass Argon Non High Altitude Hardware Options: Black, Standard, Handle Included, Handle Included, Champagne, Classic White, No Integrated Sensor Screen: Sliding Screen, Wood Interior Black Exterior, Champagne, InView™ Grille: No Grille, Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 4 9/16", 5 7/8", Factory Applied, Manufacturer Recommended Clearance, Perimeter Length = 363".</p>	\$26,641.18	1	\$26,641.18
		<p>RIFFPD001 - 01 FF Patio Door Double Panel Qty 1</p> <p>JXT2 - 02 OAK Jamb extensions up to 7-1/4 Qty 31</p> <p>02 IT Oak - 02 Oak interior trim finished Qty 31</p> <p>PFPANEL - Standard VHI Prefinish - Door - PER PANEL Qty 2</p> <p>PFCUSTOM - Custom Prefinish Color - PER PROJECT Qty 1</p>			



PK # 2180

Viewed From Exterior
Rough Opening: 100 - 3/4" X 82"

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
15	None Assigned	RPPOT1604 - 04 Paid in Full	(\$533.00)	1	(\$533.00)

POTAL 26,108¹⁸

Thank You For Your Interest In Pella® Products

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://insynctive.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE [PELLA.COM/ARBITRATION](https://www.pella.com/arbitration). DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER [PELLA.COM/ARBITRATION](https://www.pella.com/arbitration).

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

Including during the construction period, casement windows should never be left open and unlocked for prolong periods or during high wind conditions to avoid sash detachment/damage.

Actual sizes tested for documented STC and OITC ratings may vary from the ASTM E 1425 sizes to better represent Pella product offering.

STC and OITC ratings shown may be conservatively based on products tested with thinner panes of glass.

STC and OITC ratings may be from test results from an equivalent product.

BRANCH WARRANTY:

ELECTRONIC SIGNATURE AGREEMENT: Customer agrees that its electronic signature of this Arbitration Agreement is the legal equivalent of a manual/handwritten signature on this Arbitration Agreement. By electronically signing this Arbitration Agreement using any device, means or action, Customer consents to the legally binding terms and conditions of this Arbitration Agreement. Customer further agrees that its signature on this Arbitration Agreement (hereafter referred to as Customer's "E-Signature") is as valid as if Customer signed this Arbitration Agreement in writing. Customer also agrees that no certification authority or other third party verification is necessary to validate its E-Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of Customer's E-Signature or any resulting agreement between Customer and Pella of Wisconsin. Customer is also confirming that it is an authorized agent of Customer and has been authorized to enter into this Arbitration Agreement.

CONSENT TO ELECTRONIC DELIVERY: By electronically signing this Arbitration Agreement, Customer specifically agrees to receive, obtain, and/or submit any and all documents and information relating to this Arbitration Agreement electronically. These documents and information will be collectively known as "Electronic Communications," and will include, but not be limited to, any and all current and future required notices and/or disclosures, as well as such documents, statements, data, records and other communications regarding the Services and/or Customer's account with Pella of Wisconsin. Customer acknowledges that it is able to retain Electronic Communications by printing and/or downloading and saving this Arbitration Agreement and any other agreements, Electronic Communications, documents, or records that are signed using Customer's E-Signature. Customer accepts Electronic Communications provided via email as reasonable and proper notice for the purpose of fulfilling any and all rules and regulations, and Customer agrees that such Electronic Communications fully satisfy any requirement that communications be provided to Customer in writing or in a form that Customer may keep.

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Customer: Mark Kneepkens

Project Name: Mark Kneepkens

Quote Number: 18949537

Date: _____

Customer Printed Name: _____

Customer Signature: _____

TERMS & CONDITIONS:

Call your Sales Representative to contract this proposal

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Customer: Mark Kneepkens

Project Name: Mark Kneepkens - [REDACTED]

Quote Number: 18949537

Note: These totals DO NOT include tax

Order Totals	
Taxable Subtotal	\$23,644.18
Sales Tax @ 0%	\$0.00
Non-taxable Subtotal	\$2,464.00
Total	\$26,108.18
Deposit Received	\$0.00
Amount Due	\$26,108.18