

VILLAGE OF THIENSVILLE
COMMITTEE OF THE WHOLE
AGENDA

DATE: Monday, October 5, 2015

LOCATION: 250 Elm Street
Thiensville, WI

TIME: Immediately following 2016 Budget Work Session Scheduled at 5:00 PM

I. CALL TO ORDER

II. ROLL CALL

President:	Van Mobley	
Trustees:	Kim Beck	Kenneth Kucharski
	Ronald Heinritz	David Lange
	Rob Holyoke	John Treffert
Administrator:	Dianne Robertson	
Staff:	Director of Public Works Andy LaFond	
	Fire Chief Brian Reiels	
	Police Chief Scott Nicholson	
	Asst. Administrator Colleen Landisch-Hansen	
	Clerk Amy Langlois	

III. BUSINESS

A. Review Capital Expenditures List

Documents: [CAPITAL EXPENDITURES.PDF](#)

B. Review And Recommendation Regarding Acquiring Residential Parcels 624-640 Green Bay Road, Thiensville, Tax Parcel Nos: 12-050-01-15-001; 12-050-01-15-002, Ronald F. Ehlers/Citation No. DP8044NQ7L

Documents: [624-640 GREEN BAY ROAD.PDF](#)

C. Review And Recommendation Regarding Health Insurance Opt-Out In The Amount Of \$2,000

D. Review And Recommendation Regarding Main Street Lift Station Renovation Study

Documents: [MAIN STREET LIFT STATION.PDF](#)

E. Review And Recommendation Regarding Application For Parade Permit Or Street Closing For Annual Turkey Trot, Thursday, November 26, 2015

Documents: [STREET CLOSING.PDF](#)

F. Review And Recommendation For Certificate Of Recognition To Luke Grohmann, Boy Scout Troop #852

Documents: [LUKE GROHMANN.PDF](#)

G. CITIZEN APPOINTMENTS:

Community Development Authority Joseph Nelson, 322 E. Freistadt Road, Expire

5/31/18

John Rosing, 512 Alta Loma Drive, Expire

5/31/18

Police Disciplinary Committee
4/30/20

Kevin Keller, 125 Grand Avenue, Expire

IV. BUSINESS FROM THE FLOOR

A. Citizens to be Heard

Open to any citizen who wishes to speak on items not on the agenda. Please step to the podium and give your name and address for the record.

V. MISCELLANEOUS BUSINESS BY TRUSTEES AS MAY PROPERLY BE BROUGHT BEFORE THE BOARD.

1. Inter-Governmental Committee with Mequon
2. Use of 101 Green Bay Road, Old Village Hall & Fire Station
3. Acceptance/Report of Gifts Received:
\$100 Donation to Fire Department from Mr. Stephen Lawrenz
4. Dialog with Mequon regarding water utility service
5. Review next month's meeting date schedule

VI. ADJOURNMENT

Amy L. Langlois, Village Clerk

October 2, 2015

Please advise the Thiensville Municipal Hall, 250 Elm Street (242-3720) at least 24 hours prior to the start of this meeting if you have disabilities and desire special accommodations.

Notice is hereby given that a quorum of the Village Board and/or Village Committees may be in attendance at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take any formal action thereto at this meeting.

VILLAGE OF THIENSVILLE
2015 CAPITAL PROJECT EXPENDITURE REPORT
OCTOBER 5, 2015

<u>ITEM BUDGETED</u>	<u>AMOUNT BUDGETED</u>	<u>AMOUNT IN RESERVES</u>	<u>TOTAL AMOUNT AVAILABLE</u>	<u>ACTUAL EXPENSE</u>	<u>DIFFERENCE</u>
<u>ADMINISTRATION</u>					
Replace Rooftop HVAC-Village Board Room	\$ 14,000.00	\$ -	\$ 14,000.00	\$ -	\$ 14,000.00
Copy Machine for Administrative Office	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,579.00	\$ (579.00)
Riverview Drive Bike Route Signs	\$ -	\$ 2,100.00	\$ 2,100.00	\$ -	\$ 2,100.00
New Voting Machine	\$ -	\$ 7,502.12	\$ 7,502.12	\$ -	\$ 7,502.12
	\$ 20,000.00	\$ 9,602.12	\$ 29,602.12	\$ 6,579.00	\$ 23,023.12
<u>POLICE DEPARTMENT</u>					
3 Tactical Vests	\$ -	\$ -	\$ -	\$ 4,840.00	\$ (4,840.00)
2 Squad Replacement (Year 4 of 4)	\$ 22,000.00	\$ 60,000.00	\$ 82,000.00	\$ 73,784.47	\$ 8,215.53
3 Tazers	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 4,448.50	\$ (1,448.50)
3 Portable Radios	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00
	\$ 29,500.00	\$ 60,000.00	\$ 89,500.00	\$ 83,072.97	\$ 6,427.03
<u>FIRE DEPARTMENT</u>					
Replace Station Compressor	\$ -	\$ -	\$ -	\$ -	\$ -
Dive Truck Springs	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 1,639.98	\$ 860.02
Hose Replacement Program	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Equipment Replacement Fund	\$ -	\$ 8,984.37	\$ 8,984.37	\$ 2,711.70	\$ 6,272.67
Radio Replacement	\$ 154,697.00	\$ 102,393.54	\$ 257,090.54	\$ -	\$ 257,090.54
	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 165,197.00	\$ 111,377.91	\$ 276,574.91	\$ 4,351.68	\$ 272,223.23
<u>PUBLIC WORKS DEPARTMENT</u>					
Vehicle Replacement Fund	\$ -	\$ -	\$ -	\$ -	\$ -
DPW Office Remodel	\$ 20,000.00	\$ 86,191.57	\$ 106,191.57	\$ 35,000.00	\$ 71,191.57
DPW Replacement Truck	\$ -	\$ -	\$ -	\$ -	\$ -
Street Light Pole Replacements	\$ -	\$ -	\$ -	\$ 32,988.45	\$ (32,988.45)
Emerald Ash Borer Program	\$ 6,500.00	\$ 15,196.91	\$ 21,696.91	\$ -	\$ 21,696.91
Utility Trailer	\$ 9,500.00	\$ 16,563.50	\$ 26,063.50	\$ 4,335.00	\$ 21,728.50
Camera Upgrade-Public Works Yard	\$ 9,000.00	\$ -	\$ 9,000.00	\$ 5,800.00	\$ 3,200.00
Downtown Wayfinding Signs	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Brush Chipper	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
Replace Street Light Glass Fixtures	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Public Works Employee Uniforms	\$ -	\$ 87,587.34	\$ 87,587.34	\$ -	\$ 87,587.34
Front End Loader Tires	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
	\$ 87,000.00	\$ 212,539.32	\$ 299,539.32	\$ 78,123.45	\$ 221,415.87
<u>DPW PARK DEPARTMENT</u>					
Diamond Groomer	\$ -	\$ 22,000.00	\$ 22,000.00	\$ 15,290.00	\$ 6,710.00
Mower	\$ 14,000.00	\$ -	\$ 14,000.00	\$ 21,034.00	\$ (7,034.00)
Bleachers	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
Seal Bike Path	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 8,026.00	\$ (526.00)
Annual Pigeon Creek Maintenance	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 2,440.20	\$ 7,559.80
Annual Fishladder Maintenance	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 1,038.20	\$ 3,961.80
Geese Control	\$ -	\$ 1,600.00	\$ 1,600.00	\$ -	\$ 1,600.00
	\$ 66,500.00	\$ 23,600.00	\$ 90,100.00	\$ 47,828.40	\$ 42,271.60
<u>UNCLASSIFIED IMPROVEMENT FUND</u>					
Water Main on Main Street	\$ -	\$ -	\$ -	\$ 174,788.14	\$ (174,788.14)
Assessment Revaluation	\$ 13,520.00	\$ 4,000.00	\$ 17,520.00	\$ -	\$ 17,520.00
Entryway Feature	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00
Old Village Hall Upper Floor Study	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
Downtown Improvements	\$ -	\$ -	\$ -	\$ 25,610.01	\$ (25,610.01)
Profile & Concrete Replace, Main Street	\$ 350,000.00	\$ 172,792.65	\$ 522,792.65	\$ 90,851.31	\$ 431,941.34
Replace Park Restrooms	\$ 95,500.00	\$ 191,667.71	\$ 287,167.71	\$ 303,842.42	\$ (16,674.71)
Remediation DPW Yard	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Thiensville Business Association Event	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Bridge Over Pigeon Creek Glaze to Lewis	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY	\$ 25,000.00	\$ (36,667.23)	\$ (11,667.23)	\$ 125.25	\$ (11,792.48)
	\$ 556,020.00	\$ 331,793.13	\$ 887,813.13	\$ 595,217.13	\$ 292,596.00
TOTALS	\$ 924,217.00	\$ 748,912.48	\$ 1,673,129.48	\$ 815,172.63	\$ 857,956.85

Niebler, Pyzyk, Roth & Carrig LLP

ATTORNEYS AT LAW

John H. Niebler
Joseph C. Niebler, Sr.
Robert G. Pyzyk
Robert W. Roth
James J. Carrig
Don J. Parker

Joseph C. Niebler, Jr.
Matthew R. Jelenchick
James B. Hanley
Scott F. Brown

James P. Riebe
jriebe@nprclaw.com

Chester J. Niebler (1915-1994)

September 2, 2015



Robert L. Feind Jr.
Houseman & Feind LLP
1650 9th Avenue
Grafton, WI 53024

Michael P. Herbrand
Houseman & Feind LLP
1650 9th Avenue
Grafton, WI 53024

RE: Residential Parcels 624-640 Green Bay Road, Thiensville
Tax Parcel Nos: 12-050-01-15-001; 12-050-01-15-002
Ronald F. Ehlers / Citation No. DP8044NQ7L

Gentleman:

I represent Ronald F. Ehlers ("Ron"), the owner of the above-referenced properties. I write to you at the direction of Attorney John Woodward. The two parcels in question, zoned as R-1 Single Family Residence District, are adjacent parcels immediately east of Green Bay Road that abut a five acre retention basin owned by the Village of Thiensville. Ron is beginning the process of making these parcels, which total 1.53 acres, available for sale. The purpose of this correspondence is to inquire as to whether the Village would have any interest in purchasing one or both of these parcels.

A vacant residence, out building, and shed, which are the subject of the above Maintenance of Property citation, occupy the larger parcel to the north. Because there is no intent to restore these buildings, Ron is looking into razing them in preparation for a potential sale. The Village maintains a specific use storm sewer easement (but no right-of-way) on the far north end of the property that connects with its five acre parcel.

I understand that there has been some discussion over the past decade as to the Village potentially developing its five acre parcel into a park or recreational area. However, among other issues, the plot appears landlocked but for a very small right-of-way on the eastern portion where Crescent Lane ends. Ron's parcel(s) would supply the Village's five acre plot with direct access to Green Bay Road and would provide for ample space to construct a driveway or municipal parking area should the five acre plot be developed into a Village park in the future.

Over 70 Years Commitment to Service

N94 W17900 Appleton Avenue, Suite 200, P.O. Box 444, Menomonee Falls, Wisconsin 53052-0444
Office (262) 523-8000 and (262) 251-5330 www.nprclaw.com Fax (262) 523-8001 and (262) 251-1823

September, 2, 2015

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As previously indicated, I would like to speak with one of you regarding the Village's interest, if any, in purchasing one of both of these parcels. Ron is ready and willing to pay for an appraisal and the costs of demolishing the buildings on the northern parcel. Once you have had a chance to review, please contact me at the number below to discuss further. I can also be reached via e-mail at jriebe@nprclaw.com. Lastly, if this correspondence should be directed to another individual or individuals, kindly advise.

Thank you for your attention to this matter. I look forward to hearing from you.

Very truly yours,

NIEBLER, PYZYK, ROTH & CARRIG LLP



James P. Riebe

JPR\bmd
Enclosure

cc: Johnathan G. Woodward

September 3, 2015

Mr. Andy LaFond
Director of Public Works
Village of Thiensville
250 Elm Street
Thiensville, WI 53092

RE: Main Street Lift Station Renovation Study

Dear Andy,

Thank you for meeting with me on February 24, 2015 at the Main Street lift station to discuss the lift station issues.

Based on our conversation, we understand there are four main issues with the lift station that could be addressed through a construction project that would happen in 2016 or 2017. These are high and low flows, grease accumulation at the surface of the wet well, pumps clogging shortly after or during high flow rate periods, and high levels of hydrogen sulfide where the force main discharges to the interceptor. In addition, as part of this project you are interested in cleaning the force main by using ice pigging.

For the high and low flow rate issue, there are two issues. The flow rates to the station are lower now than in the past. The Pigeon Creek flood mitigation project reduced the peak flow rates to the station. In addition, there have been several sources of infiltration and inflow (I/I) that have been identified and corrected in the last several years. With the flow rates reduced, grease accumulates at the surface of the wet well to a greater degree than in the past. In addition, the check valves clog with rages more than in the past. One way to address the low flow rates to the station may be to install a fourth pump with a lower capacity compared to the existing pumps. The suction and discharge piping and valves would be smaller resulting in increased velocity compared the existing condition. This may help reduce the instances of check valve clogging. We will also conduct research to see if there is a different style check valve that is less prone to clogging.

You have reported that at times in the past, all three pumps were needed to keep up with the peak flows rate to the station. It is not clear if this has happened after the Pigeon Creek improvements or just before this project. If all three pumps are running, it indicates that the pumps are undersized. According to Wisconsin Administrative Code, a lift station must be sized to handle the peak flow with the largest pump out of service. We will conduct a detailed review of the historical flow rates and rainfall to determine the average day, minimum and maximum flow rates. We will also work with you on future Village growth to determine future flow rates.

Letter to Mr. Andy LaFond
Director of Public Works
Village of Thiensville
September 3, 2015
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Grease and scum accumulation is more of a problem now than in the past. The half of the wet well with the manual flushing system has less of a problem with grease and scum than the half without the flushing system. We will identify a conceptual plan to automate the flushing system and to install such a system for both wet well halves.

You have indicated that the dry pit centrifugal pumps clog intermittently and that a large volume of rags comes to the lift station during or after a large precipitation event. We will identify a conceptual design and cost for two pump alternatives. R/M will also access the expected life of the existing pumps. If the existing pumps are viable for the long term (20 years or more), we will evaluate the alternative of changing the pump impeller from a two-vane to a single-vane design. A single vane design is typically less prone to clogging. R/M will also identify the cost of replacing the pumps altogether with a different style of pump that is less prone to clogging based on our experience. We will coordinate and identify a plan to conduct a trial of the new pump at the station.

Also, we understand that there is a high level of hydrogen sulfide in the interceptor where the force main discharges into the gravity system. We will identify a cost and conceptual design of chemical system to control the hydrogen sulfide odors at this point. We will also identify a construction cost to apply a protective coating to the downstream manholes.

R &M, Inc. will coordinate with Thiensville and the ice pigging contractor to plan for the force main cleaning project and to get a contract in place. The ice pigging process is a proprietary process with only one contractor. Since there are numerous bends in the force main, traditional pigging will not work well and we feel ice pigging is the best way to thoroughly clean the force main.

Our scope of services is summarized below:

- Graph Flow Data.
- Determine Future Tributary Areas and Flow Rates.
- Determine Existing and Future Average Daily Flow Rate, and Minimum and Maximum Flow Rates.
- Determine Conceptual Design and Cost of Enhanced Grease Removal/Flushing System.
- Evaluate life of existing pumps.
- Research Changes and Cost to Existing Pumps to Reduce Clogging (Single-Vane Impeller)

Letter to Mr. Andy LaFond
Director of Public Works
Village of Thiensville
September 3, 2015
Page 3

- Determine Cost of Flygt Pumps with N Impeller and Conceptual Design. Coordinate a Plan for a Potential Pump Trial.
- Research Different Type of Check Valve To Prevent Clogging.
- Identify Other Pump Station Upgrades and Cost (Controls and Wet Well Gate Replacement).
- Create Exhibits.
- Identify a Conceptual Design for a Chemical Hydrogen Sulfide Control System and a Cost to Apply Protective Coatings to Downstream Manholes.
- Provide Information to the Contractor for Ice Pigging Such as Force Main Plan and Profile Drawings and Air Release Valve Locations.
- Complete Contractor Ice Pigging Informational Questionnaire.
- Coordinate Procedures to be Used During the Ice Pigging Process to Minimize the Chance of Sanitary Sewer Overflows or Lift Station Surcharging That Could Cause Basement Backups. These Procedures Will Be for the Village and the Contractor to Follow.
- Write Report and Coordinate with Village on Report Modifications.
- Present Report to Village Board.

We will summarize our findings in a report. R/M will present the report summary at a Village of Thiensville Board meeting. As we talked, the study will not include an evaluation of the station standby generator power or HVAC. Both these components are in good condition.

We propose to provide the above services on an hourly basis for an estimated cost of \$17,400. This estimated fee does not include reimbursable costs such as mileage, printing and photocopies. We anticipate these costs to be minimal. The project will be complete by the end of March 2016.

Attached is a listing of the hourly rates for the staff expected to work on this project.

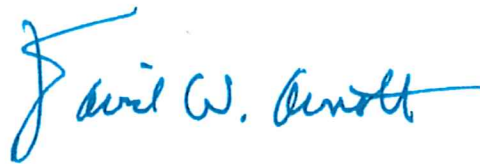
The above described professional services will be provided to you in accordance with the attached two page, **Standard Term & Conditions** dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning two fully executed copies to our office.

Letter to Mr. Andy LaFond
Director of Public Works
Village of Thiensville
September 3, 2015
Page 4

Please feel free to contact me with any questions concerning this proposal. We look forward to working with Thiensville to improve the operation of the lift station.

Very truly yours,

RUEKERT & MIELKE, INC.



David W. Arnott, P.E. (WI)
Senior Project Manager
darnott@ruekert-mielke.com

DWA:lfc
Enclosures

cc: Stanley R. Sugden, P.E., Ruekert & Mielke, Inc.
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.
File

Letter to Mr. Andy LaFond
Director of Public Works
Village of Thiensville
September 3, 2015
Page 5

CLIENT NAME:

Village of Thiensville

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By: 
Stanley R. Sugden, P.E.Title: PresidentDate: September 3, 2015**Designated Representative:**

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

Designated Representative:Name: David W. Arnott, P.E.Title: Team Leader/Senior Project Manager

Phone Number: (608) 819-2600

Facsimile Number: (608) 819-2601

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

VILLAGE OF THIENSVILLE
APPLICATION FOR PARADE PERMIT OR STREET CLOSING
(No Candy or Candy Throwing – Effective August 2008)

Date: 9/24/15 **\$25.00** permit fee receipt # 55292

The undersigned requests the use of the streets and highways of the Village of Thiensville.
NO PERMANENT MARKINGS ON ANY VILLAGE STREETS OR PROPERTY! (Applicant may be subject to fines).

PURPOSE OF PARADE OR STREET CLOSING: ANNUAL TURKEY TROT

DATE OF USE: 11/26/15

HOURS OF USE FROM: 7 AM TO: NOON

ROUTE OF PARADE OR STREET TO BE CLOSED: ON HUE

The undersigned agrees to be personally liable to the Village of Thiensville and to indemnify the Village of Thiensville for property damage and for any expense incurred by, at, or in consequence of, such use of the Village streets and highways.

The undersigned further agrees to hold the Village of Thiensville, its servants, agents and employees, harmless from any and all causes of action, claims or damages arising out of the use of the streets and highways by the undersigned and any and all persons permitted upon those street and highways by the undersigned.

The Village of Thiensville reserves the right to require property damage and public liability insurance in an amount sufficient to protect the Village of Thiensville.

The undersigned further agrees to abide by regulations of the Village of Thiensville.

The person and/or entity seeking to close a Village street for the purpose of a party, parade or similar activity shall, not less than 30 days prior to the scheduled event, apply for a permit from the Village Clerk.

JR Woman's CLUB of Merion - THIENSVILLE
Organization

Colleen Kueger
Name of Applicant

C L K
Signature of Applicant

229 BEL AIRE CT
Address

262-512-1883
Phone Number

Approval – Village Administrator

Date



Boy Scout Troop 852
Sponsored by The
Thiensville-Mequon Rotary Club



September 20, 2015

Thiensville Village President
Van Mobley
250 Elm Street
Thiensville, WI. 53092

Dear Village President Mobley;

Boy Scout Troop 852 of Mequon, Wisconsin is very proud to announce their newest Eagle Scout, Luke Grohmann who received this great honor on. September 13, 2015.

The Eagle Scout Badge is the highest award bestowed upon a Scout. In order to earn this award, each scout has to earn at least 21 Merit Badges. He also had to plan and carry out a project that would benefit the community. Only about 5% of all Boys in Scouting in the United States go on to earn the Eagle Award.

Luke worked very hard to achieve this rank. He earned 29 Merit Badges, developed strong leadership qualities, and showed scout spirit. For his project, Luke took on the job of reforesting a burned down area in the National Forest of Chequamegon.

After getting approval from the Troop, and the landowner, and the DNR, he then was able to start recruiting volunteers that he would need to carry out his project. With the help from 12 of his fellow scouts and adults, they were able to put his plans in motion. It took them 86 hours to plant Cedar Tree, and Dogwood Trees on Cedar Island. Dogwood Trees on Raspberry Island, and Spruce Trees on the Lake Shore. The total number of trees was 750. This reforesting will restore homes to wildlife and restore a burned-down forest. It will benefit the DNR and environment and the ecosystem.

Luke will be receiving his Eagle Award at a formal ceremony in the near future. If you could send all letters of congratulations, certificates, or plaques, to me, within a few weeks, I would appreciate it very much.

Sincerely Yours,
Agnes Knapp
Eagle Scout Committee
1-262-242-2633

Thank you very much for your time and co-operation.

Agnes Knapp
10961 N. Wauwatosa Rd.
Mequon, WI. 53097