

January 20, 2025

Public Safety Committee – 6:30

Attendance: Trustees Haak, J.R. Koenigs—Brandenburg excused

Notable attendees: Chief Markus

a. Call the meeting to order @ 6:30pm

b. Public Comments- Ms. Herman questioned the public posting of the January 13th board meeting. She was also asking about the Nuisance Ordinance and the Demerit system.

c. Approve the minutes from December 16, 2024 **Motion by Trustee Haak seconded by Trustee J.R. Koenigs MOTION CARRIED**

d. Discuss the Police Department report- January 25th at 1:00 the Milwaukee student architects will be doing their preliminary assessment of the public safety building. Body cams just arrived and are getting installed. A new computer was also put in at the Police Department.

e. Discuss the need for additional hours at the Police Department- There has been evidence room issues that are taking up extra hours for the police department. So far the hours are in budget.

f. Approve Operator Licenses – Amanda Gonzalez **Motion by Trustee Haak to approve Operators License for Amanda Gonzalez, seconded by Trustee J.R. Koenigs. MOTION CARRIED.**

g. Discuss Dog Kennel at the WWTP **Motion by Trustee Haak to approve, if financially available, upgrading the dog kennel at the WWTP, seconded by Trustee J.R. Koenigs. Discussion followed. MOTION CARRIED**

h. Discuss animal intake and care provided by the Dodge County Humane Society- **Motion by Trustee Haak to set aside \$2000.00, if financially available, for needs of animal care to Dodge County Humane Society if WWTP area cannot suffice. Seconded by trustee J.R. Koenigs. Motion Carried**

i. Discuss Fire Department Report-Report in Packet

j. Discuss Ambulance Report- No report

k. Update on the Police/Ambulance Building- see above

l. Future Agenda Items

1. Schedule a tour of the Public Safety Building
2. Discuss need for a Business License Ordinance
3. Discuss and possibly take action on Alcohol and Tobacco Ordinance and a possible Demerit System
4. Discuss and possibly take action on a Nuisance Property Ordinance
5. Discuss and possibly take action on the Village Fee Schedule including Zoning fees
6. The committee will meet in the next couple weeks to go over ordinances that need to be changed.

Motion to adjourn at 6:46 by Trustee Haak, seconded by Trustee J.R. Koenigs

Respectfully submitted by Joseph Haak



Theresa Police Department Monthly Report

January 2025



Incidents:

INCIDENTS	Theresa PD	Sheriff's Office	Notes
Accident PDO	1		
Abuse Neglect		1	
Alarm		1	
Assist Agency		1	
Assist Motorist			
Bar Check	2	1	
Building/Park Checks	59	5	
Child Custody		2	
Civil Matter	1	1	
Domestic		1	
DPW	1		
Domestic		1	
Drugs	2		
EMS Request	2	2	
Family trouble			
Fire Alarm			
Fraud			
Found Item	1		
Hangup		1	
Harassment	1		
Juvi Alcohol		1	
Information	3		
Miscellaneous		2	
Missing Adult			
Mutual Aid			
Neighbor Dispute			
Noise Complaint		1	
Ordinance Viol	1		
Open records			
Parking	1		
Search warrant			
Sex Offense			
Suspicious			
Suicidal			
Theft			
Theft of vehicle	1		
Trespass			
Traffic Complaint	1		
Traffic Stop	5	2	
Vandalism	1		
Walk & Talk/Foot Patrol	5	2	
Welfare Check	3	2	
Total	91	27	



Theresa Police Department Monthly Report

January 2025



Theresa PD VIOLATIONS	CITATIONS	WRITTEN WARNINGS
Parking Violation	1	
Non-Traffic citations	1	
Vehicle Violation	18	

Administrative Activities:

1. The following tasks have been completed in the month:
 - a. Completing monthly reports for the state and Village
 - b. Evaluate operation, procedures and new policies
 - c. New policies
 - d. Equipment was ordered to replace old and aging equipment.
 - e. Police training CPR provided by Thresea EMS
 - f. New FTO program / Leadership
2. The following tasks are in Progress:
 - a. Review of village incidents and approval of reports.
 - b. Cleaning out old equipment, files and rearranging office for optimal follow.
 - c. Evidence room and evidence reorganization.
 - d. Municipal Court setup.
 - e. Rules for license liquor establishments
 - f. New Squad is at Belco for setup
 - g. Evidence room inventory
 - h. IT set up and refinement
 - i. Training Staff and Command / DATT training.
 - j. Hosting training

Next projects:

- A. Future of the Police Department building.
- B. Starting the accreditation process
- C. Starting a 501C for future community work



**THERESA FIRE DEPT.
MONTHLY UPDATE**

JANUARY 2025

<u>ACTIVITY</u>	<u>MAN-HOURS</u>
WORKNIGHT –1/6/2025	42
FIRE PRACTICE – 1/20/2025	97
RESCUE PRACTICE – 1/27/2025	51
MEETING – 1/13/2025	N/A

FIRE / RESCUE CALLS

1. 1/04/25 W2981 FARMERSVILLE RD, TOWN OF LEROY, CO ALARM
2. 1/09/25 710 N. MILWAUKEE ST, VILLAGE OF THERESA, SMOKE ALARM
3. 1/10/25 W2778 DUNN RD, VILLAGE OF KEKOSKEE, SHED FIRE
4. 1/17/25 201 MARTIN DR, VILLAGE OF THERESA, CO ALARM
5. 1/22/25 N963 CTY HWY TW, TOWN OF THERESA, NATURAL GAS SMELL
6. 1/23/25 909 MAIN ST, VILLAGE OF LOMIRA, HOUSE FIRE
7. 1/24/25 403 KELLY DR, VILLAGE OF THERESA, LIFT ASSIST
8. 1/26/25 W1584 CTY HWY H, TOWN OF LOMIRA, SHED FIRE
9. 1/26/25 W1584 CTH HWY H, TOWN OF LOMIRA, TENDERS NEEDED
10. 626 N. MILWAUKEE ST, VILLAGE OF THERESA, CAR FIRE
11. N10103 CTY HWY YY, TOWN OF LEROY, BRUSH FIRE

DEPARTMENT INFORMATION

1/07/25 LAF MEETING @ BROWNSVILLE FD

1/08/25 ELECTRIC VEHICLE TRAINING @ ALLENTON FD, 6 MEMBERS
ATTENDED, HANDS ON PORTION IN FEBRUARY

1/09/25 HAZMAT REFRESHER @ HARTFORD FD (3 MEMBERS
ATTENDED)

1/16/25 HAZMAT REFRESHER @ HARTFORD FD (4 MEMBERS
ATTENDED)

1/21/25 DODGE COUNTY FIREFIGHTERS ASSN MEETING @ COLUMBUS
FD

1/21/25 FIRE COMMISSION MEETING @ TFD

1/28/25 DODGE COUNTY FIRE CHIEFS ASSN MEETING @ DODGE
COUNTY EOC

Village of Theresa Public Works Committee Meeting Minutes

January 20, 2025

Call to Order

The meeting was called to order at 6:31 PM by Chair Polster. Members present included Trustee Krapfl and Trustee S. Koenigs. Also in attendance were President Steger and DPW Director Weisensel.

Public Comment

No public comments were received.

Discussion Items

1. **Public Service Commission (PSC) Water Loss Report**
2. **Department of Public Works (DPW) Report**
3. **Possible Amendment to the 2023 PSC Annual Report**
4. **Urban Forestry Grant**
 - o Director Weisensel reported that an extension to use Urban Forestry Grant funds in 2025 has been granted.
5. **Water Pressure Monitoring**
 - o Ongoing monitoring of water pressure issues was noted.
6. **Sewer Lateral Inspections and Repairs**
 - o Director Weisensel is following up with sections 1 and 2.
7. **2010 F-150 Maintenance**
 - o Maintenance needs for the 2010 F-150 will be addressed. Director Weisensel will have vehicle quotes for the February meeting.

Action Items

- **Motion:** TR S Koenigs moved, seconded by TR Krapfl, approving the minutes from November 18 and December 16, 2024. Motion carried.
- **Motion:** TR Polster moved, seconded by TR Krapfl, to recommend renewing the contract with HydroCorp for 1-year in the amount of \$4296.00 for commercial cross-connection inspections. Motion carried.

Adjournment

- **Motion:** TR Krapfl moved, seconded by TR S. Koenigs, to adjourn the meeting at 6:59 PM. Motion carried unanimously.

Respectfully submitted,
Becky Tellier, CMC, WCMC
Clerk-Treasurer

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this **January 1st, 2025** by and between the **Village of Theresa** organized and existing under the laws of the State of Wisconsin, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities



- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program. (Note: WI Department of Safety & Professional Services (DSPS) manages backflow prevention assembly testing notification and compliance.)
- Maintain program to comply with all DNR regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 **VACUUM BREAKERS.** Utility will provide up to six (6) ASSE approved hose bill vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 **FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Multifamily

Complex Facilities. Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

- 2.11 **INSPECTION TERMS.** HydroCorp will perform **(22) Initial inspections, and up to (24)** total inspections over a **two (2)** year contract period. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 **COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- 2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 **ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 **CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **24** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **January 1st, 2025** and end **two (2) years** from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. *Failure to execute this Agreement within (120) days shall deem the proposed terms void.*
- 4.1 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the cumulative Consumer Price Index as measured in the Utilities local/regional area at the time of renewal, or 4% whichever is greater.
- 4.2 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.3 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$179.00 per month, \$2,148.00 annually for a two (2) year contract period totaling \$4,296.00.**
- 4.4 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date.



Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

- 4.5 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.6 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.7 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.8 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.
- 5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:
- | | Occurrence | Aggregate |
|--|-------------|-------------|
| Comprehensive General Liability | \$1 Million | \$2 Million |
| Excess Umbrella Liability | \$5 Million | \$5 Million |
| Automobile Liability (Combined Single Limit) | \$1 Million | |
| Worker's Compensation/ Employer's Liability | \$1 Million | |
| Errors and Omissions | \$2 Million | \$2 Million |

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with



satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.
- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin.
- 5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.14 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:



If to HydroCorp:

HydroCorp
c/o Paul Patterson
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248)250-5022

If to Utility:

Village of Theresa
202 S Milwaukee St.
Theresa, WI 53091

- 5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

VILLAGE OF THERESA

By:
Title:

HydroCorp

By: Paul Patterson



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.





PRICING/PROPOSED FEES

HydroCorp to complete inspections, appointments, customer care service and program administration.
Compliance/follow up inspections and administration related to compliance/follow up inspections included.

PRICING:

☒ Initial Inspections of 22 non-residential services connections and an overall total of up to 24 inspections including follow up compliance inspections.

☒ \$4,296.00 dollars. → See Contract page 4

HydroCorp will invoice monthly in equal installments upon receipt of signed contract/agreement

Proposed pricing is valid for 120 days from the receipt of this proposal.

Submitted by: HYDROCORP- CORPORATE OFFICE- 5700 CROOKS RD SUITE 100 TROY MI 48098

Craig Wolf | 612-850-8939 | cwolf@hydrocorpinc.com

Accepted by:

X William D. Weisensel

1/27/25

Village/Utility Representative (Signature)

Date

William D. Weisensel, Director of Public Works

Printed Name / Title

VILLAGE OF THERESA

Minutes for Regular Village Board Meeting, January 20, 2025

Regular Village Board – 7:00 pm – 292 Mayville Street

1. Call to Order

President Steger called the meeting to order at 7:00 PM. The Pledge of Allegiance was recited, and roll call was taken. Six members were present; Dave Brandenburg was excused.

2. Agenda Posting Verification

Clerk-Treasurer Tellier confirmed the agenda was posted and published on the Village website on Friday, January 17, 2025, at 9:15 AM.

3. Public Comments

No public comments were made.

4. Approval of Minutes

A motion was made by Trustee Haak, seconded by Trustee S. Koenigs, to approve the minutes from the December 16, 2024, Regular Village Board Meeting and the January 13, 2025, Special Village Board Meeting. Motion carried unanimously, 6-0.

5. Discussion and Actions

a. Manufactured Home Park License Fee

The ordinance for Land and Lease Communities requires a minimum license fee of \$25 per lot. River View Hills Community has 206 lots.

- **Motion:** Trustee Haak moved to set the 2025 Manufactured Home Park License fee at \$25 per lot.
- **Second:** Trustee S. Koenigs.
- **Vote:** Motion carried, 5-1 (Nay: Trustee J.R. Koenigs).

b. February Regular Meeting Date Change

Due to the February 18, 2025, Primary Election, the February Regular Village Board Meeting was rescheduled.

- **Motion:** Trustee Haak moved to hold the meeting on February 10, 2025.
- **Second:** Trustee Polster.
- **Vote:** Motion carried unanimously, 6-0.

c. Administrative Update

Clerk-Treasurer Tellier reported that the recodification project is in the Editorial and Legal Analysis phase.

a. Administrative Report

Clerk-Treasurer Tellier presented the December 2024 Monthly Activity Report.

b. Library Committee

President Steger noted a report will be provided at the February meeting.

c. Village President's Report

President Steger had no additional comments.

d. Public Safety Committee

- Public Comments: Linda Herman inquired about the proper posting of the January 13, 2025, meeting. Clerk-Treasurer Tellier confirmed compliance with Wisconsin Open Meetings Law.
- **Police Department Report:** Chief Markus reported that the new computer has arrived and additional hours are needed for evidence room management.
- **Motion:** Trustee J.R. Koenigs moved to approve the Operator License for Amanda Gonzalez.
- **Second:** Trustee Krapfl.
- **Vote:** Motion carried unanimously, 6-0.
- **Motion:** Trustee Haak moved to approve upgrades to the WWTP dog kennel, estimated at \$5,000, if funds are available.
- **Second:** Trustee J.R. Koenigs.
- **Vote:** Motion carried unanimously, 6-0.
- **Motion:** Trustee Haak moved to allocate \$2,000 annually starting with the 2026 budget for emergency use of the Dodge County Humane Society, with unused funds carrying forward.
- **Second:** Trustee J.R. Koenigs.
- **Vote:** Motion carried unanimously, 6-0.

Architects will begin research on upgrading the Public Safety Building on January 25, 2025.

f. Public Works Committee

- **Highway 28/Mayville Street Project:** Landscaping and resurfacing are planned for Spring 2025.
- **PSC Compliance:** Required water loss and amended 2023 PSC reports have been completed.
- **Urban Forestry Grant:** Funds will be available in 2025, with plans to apply for 2026 funds.
- **Water Monitoring Waiver Application:** In progress, due February 14, 2025.
- **HydroCorp Contract:**
 - **Motion:** President Steger moved to approve the 2025 contract at \$358 per month and directed Public Works Director Weisensel to research alternative providers.
 - **Second:** Trustee Polster.
 - **Vote:** Motion carried unanimously, 6-0.

g. Parks Committee

Awaiting information from the Village Attorney.

h. Finance/Personnel Committee

- **Motion:** Trustee J.R. Koenigs moved to approve December 2024 bills totaling \$135,792.64 and wages of \$31,986.28.
- **Second:** Trustee Krapfl.
- **Vote:** Motion carried unanimously, 6-0.

- **Motion:** Trustee Haak moved to approve the December 2024 Treasurer's Report.
- **Second:** Trustee Polster.
- **Vote:** Motion carried unanimously, 6-0.

7. Announcements

- **Village Audit:** February 13-14, 2025.
- **Primary Election:** February 18, 2025.

8. Adjournment

President Steger adjourned the meeting at 7:59 PM.

9. Training

iPhone training followed the meeting.

Respectfully submitted,

Becky Tellier
Village Clerk – Treasurer

Ordinance 2025-02

§ 350-105. Park license required.

No person shall establish or operate upon property owned or controlled by him within the Village a mobile home park without having first secured a license therefor from the Village Board. The application for such a license shall be made to the Village Clerk-Treasurer and shall be accompanied by a fee as prescribed by Chapter 167, Fees. ~~for each space in the existing or proposed park, but not less than \$25~~ as established in Ch. COMM 95 Wis.Adm.Code. Such park shall comply with Ch. COMM 95, Wis. Adm. Code, which is hereby adopted by reference.

Village President Date

Village Clerk-Treasurer Date

Publication Date: _____

Village of Theresa Administrative Report

of Office Activity for JANUARY 2025

Process Payroll and Accounts Payable:

- Complete payroll and accounts payable processing for January 8 and 22
 - Confirm new pay rates and benefit amounts for employees
- Pay associated taxes and employee benefits

Bank Reconciliations:

- Perform bank reconciliations

Tax Documents:

- Submit January Settlement (taxes paid in December 2024) documents to the Dodge County Treasurer and then distribute payments to School District of Lomira and Moraine Park Technical College

Year-End

- Process W2s and 1099s
 - Upload W2s to miPay online and print copies for auditors and employees
 - File W2s and 1099s to Internal Revenue Service
 - File Quarter 4 2024 941 Taxes (Federal Withholding)
 - File Quarter 4 2024 Unemployment Tax and Wage Report
 - Confirm ARPA Reporting compliance
 - File W2s, WT7, and 1099s to Wisconsin Department of Revenue
 - File Wisconsin Retirement System Annual Reconciliation (Enrolled employees will receive a statement in April 2025)
- Complete Clerk portion of 2% Fire Dues for Theresa Volunteer Fire Department
- Process payroll year-end in CIVIC program
- Process accounts payable year-end in CIVIC program

System Transition:

- Transition to OnTech hosting our CIVIC seems to be working much better than when we hosted the program on our server, however, we have recently noticed Internet speed issues again which affect the security cameras and cause overall system delays

Leak Monitoring:

- Monitor water leaks and contact accounts with leaks under 10 gallons
- Coordinate with Public Works to address larger leaks

Meeting Preparation:

- Prepare agendas and packets for upcoming meetings
- Record and finalize meeting minutes and follow-up

Audit Preparation:

- Gather and organize materials for the 2024 audit

Tax Collection and Dog Registration:

- Continue collecting tax payments through January 31
- Reconcile tax collection payments with the cash receipting program
- Continue registering dogs (beginning April 1 an additional \$25 per dog is charged)

New Homes 2024

- Continue collecting tax payments through January 31
- Reconcile tax collection payments with the cash receipting program
 - In 2024, there were 25 new homes and 5 new manufactured homes which will increase the 2025 tax base (Total value on permits = \$6,661,400 but this is not the increase to the tax base)

Utility Billing:

- 98 Second Notices sent out 1/21/2025
- 23 Disconnection Door Hangers printed and hung by Public Works 1/30/2025 (For the December bill due January 20)
- On January 30, create a download file, retrieve water meter readings from Beacon, import them into Utility Management, and process, print, and mail utility bills

Respectfully submitted,
Becky Tellier – CMC, WCMC