

Village of Theresa Public Safety Meeting Minutes

Thursday February 6, 2025

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

In addition: Chief Markus and President Steger

1. The Meeting was called to order at 6:30pm
2. Discussion and action on the following re-codifying items
 - a. Nuisance Property ordinance- The committee discussed two possible models based on the City of Jefferson and the City of Beaver Dam. The committee suggests a Nuisance fine for 3 criminal specific calls in a rolling 12 month period. The committee also recommends a nuisance violation for 6 ordinance call violations in a rolling 12 month period.
 - b. Tobacco and Alcohol Licenses and a Demerit System- The committee suggests that we adopt a Beaver Dam Style system based on points. 200 points within a 12 month period could result in suspension or revocation of said license.
 - c. Business License Ordinance- The committee discussed the possible need for a business license in the Village. We will look for direction from the Board as a whole on the direction we'd like to go with this. eg..commercial v residential locations.
 - d. Village Fee Schedule, Permit Fees, and Bond Schedule- The Committee looked at Chapter 167 and noted our recommendations, including adding a cat license. The Bond Schedule was addressed and we are looking for recommendations from the Police Department so the committee can bring its recommendations to the whole board.
3. Additional Re-codifying items to be looked into-
 - a. Stray dog/cat
 - b. Air b&b and similar house rentals
 - c. Disorderly Conduct with all motor vehicles (car, atv, snowmobile, golf cart, etc)
 - d. Impound Fee
 - e. Fence ordinance language
4. **Motion to adjourn by Trustee J.R. Koenigs and seconded by Trustee Haak at 7:36pm. Motion carried.**

Respectfully submitted by Chairperson Joseph Haak

Public Safety Committee Minutes

February 10, 2025 6:30pm

Attendance: Trustee Haak, Trustee J.R. Koenigs, Trustee Brandenburg

Notable attendees: Chief Markus

- A. The meeting was called to order at 6:30pm
- B. There were no public comments
- C. **Motion made by Trustee Haak to approve the minutes from the January 20th 2025 Public Safety Committee meeting, seconded by Trustee J.R. Koenigs. Motion carried.**
- D. Police Department Report-- There was cross training with the EMS for CPR in December and the department would like to cross train with the fire department in the Spring. Sgt Birhdo received additional train at the end of last year through her other department. Calls were down in December. The old squad needs new breaks. There is a gentleman that is interested in holding a 5k run through town—the department along with the clerk are working on a process/permit form for that.
- E. Squad Update- we are waiting on a radio mount to get shipped from the manufacturer and hopefully things will be ready by the end of February.
- F. Re-Codification Update- we are progressing through the process and will adapt our codes as we get recommendations from the company.
- G. There are no Operators this month
- H. Fire Department Report- See packet
- I. There is no report
- J. Update on Public Safety Building-The Milwaukee School came up for a preliminary sight survey and will be doing a laser/lidar scan next.
- K. Future Agenda Items
 - a. Re-codifying to continue
- L. **Motion by Trustee Haak to Adjourn, Seconded by Trustee Brandenburg. Motion Carried at 6:44pm.**

Respectfully submitted by Chair Haak



Theresa Police Department Monthly Report

FEB 2024



Incidents:

INCIDENTS	Theresa PD	Sheriff's Office	Notes
Accident PDO	1		
Alarm			
Animal			
Assist Agency	1	1	
Assist Motorist			
Bar Check	3	2	
Building/Park Checks	78		
Civil Matter			
Disorderly Cond	1		
Domestic			
DPW	1		
Drugs			
EMS Request	2	1	
Fire Request			
Fraud	1		
Found Item			
Hangup			
Harassment			
Information			
Lost Items			
Miscellaneous	4		
Missing Juvenile			
Mutual Aid			
Noise Complaint			
Ordinance Viol	1	1	
Parking			
Paper Service			
Repossession			
Sex Offense			
School Complaint			
Suspicious			
Theft			
Traffic Assign			
Traffic Complaint	1		
Traffic Pursuit			
Traffic Stop	7	4	
Vandalism			
Walk &Talk/Foot Patrol	3		
Warrant Check		2	
Welfare Check		1	
Total	104	12	



Theresa Police Department Monthly Report

FEB 2024



Theresa PD VIOLATIONS	CITATIONS	WRITTEN WARNINGS
Parking Violation	0	
Non-Traffic citations	0	
Vehicle Violation	9	

Administrative Activities:

1. The following tasks have been completed in the month:
 - a. Completing monthly reports for the state and Narcan monthly report
 - b. New computer setup for the police squad
 - c. Evaluate operation, procedures and new policies.
 - d. New Field Training Manual – Sgt Bhirdo
 - e. New Radios setup and deployed.
2. The following tasks are in Progress:
 - a. Kim Bonak data input into rms system.
 - b. New body cameras setup – P.O. Sies
 - c. Review of village incidents and approval of reports.
 - d. Cleaning out old equipment, files and rearranging office for optimal follow.
 - e. Evidence room clean out and set up and inspected – P.O. James
 - f. New community outreach programs – P.O. Justman
 - g. New squad delivery date Est. 3/11/25

Training:

- a. Department wide Stop the Bleed hosted by Theresa EMS completed
- b. Sgt Bhirdo Defense and Arrest Tactics instructor completed no cost to department.



THERESA FIRE DEPT. MONTHLY UPDATE

FEBRUARY 2025

<u>ACTIVITY</u>	<u>MAN-HOURS</u>
WORKNIGHT – 2/3/2025	42
FIRE PRACTICE – 2/17/2025	54
RESCUE PRACTICE – 2/24/2025	45
MEETING – 2/10/2025	N/A

FIRE / RESCUE CALLS

1. 02/04/25 601 PLAT RD, RICHFIELD (HOUSE FIRE)
2. 02/06/25 BUTTERNUT RD & SUNNY RD, TOWN OF LOMIRA.
(FIELD FIRE)
3. 02/11/25 665 EAST AVE, VILLAGE OF LOMIRA. (FIRE ALARM)
4. 02/11/25 438 ASHFORD AVE, VILLAGE OF LOMIRA. (FIRE
ALARM)
5. 02/12/25 W2189 CTY HWY TW, TOWN OF THERESA (MOTOR
VEHICLE ACCIDENT)
6. 02/25/25 501 SYCAMORE PL, VILLAGE OF THERESA, (CO
ALARM)
7. 02/25/25 211 CHURCH ST, VILLAGE OF LOMIRA, (SEMI FIRE)
8. 02/25/25 W576 CTY HWY H, TOWN OF LOMIRA, (SKID LOADER
FIRE)

DEPARTMENT INFORMATION

02/03/25 AFTER ACTION REVIEW @ KNOWLES FD

02/20/25 2% DUES AUDIT CONDUCTED BY DSPS REP. GARY PECK,
WITH THE DEPARTMENT PASSING THE AUDIT.

02/23/25 18 MEMBERS ATTENDED CHERYL GRULKE WAKE @
KOESELL FUNERAL HOME. (WIFE OF TFD MEMBER GENE GRULKE).

02/26/25 3 MEMBERS ATTENDED LIPSKI LIVE, A PRESENTATION
SPONSORED BADGER FIRE ASSN. @ WEST BEND MUTUAL INS.



2024 Theresa Ambulance Service Year End Report

Theresa Ambulance in 2024 responded to 417 calls for service in our area. That's an increase of 9 calls over 2023.

The service also did 10 intercepts, 8 with Fond du Lac Fire Department and 2 with West Bend Fire Department.

We currently have 27 people on the service. Of those 27 folks we have 2 drivers, 4 EMR, 6 EMT-Basics and 15 Advanced EMT's.

Currently one person passed her EMT basic classes. One person working on her EMT basic testing. One person passed her AEMT Classes, and one person working on taking his registry testing for AEMT.

The breakdown for the number of calls the service ran for the following communities is as follows:

	<u>2024</u>	<u>2023</u>
Village of Theresa	121	107
Town of Theresa	52	40
Village of Lomira	210 (78 NH=132)	227
Town of Lomira	24	19
City of Mayville	1	3
Kekoskee	7	8
Leroy	0	1
Ashford	0	0
Byron	0	0
Allenton EMS	2	3
	417	408

We transported to the following hospitals:

SSM St. Agnes- 180
Froedtert West Bend- 51
AMC Hartford- 33
Marshfield Medical Center Beaver Dam- 5
SSM Waupun- 3
Froedtert Milwaukee-0
Froedtert Menomonee Falls-0
AMC Grafton-9
Childrens-0
AMC Oshkosh-0
AMC Summit-0
AMC Fond Du lac-16

Total 297 patients

Per month breakdown is as follows: January-35 calls, February-19 calls, March-34 calls, **April-41 calls**, **May-43 calls**, June-31 calls, July-38 calls, August-35 calls, September-37 calls, October-40 calls, November-23 calls, and **December-41 calls**. That averages around 35 calls per month. For a total of 417 calls. Of that 417, 47 calls were to the Hope Health and Rehab nursing home, and 31 calls to the assisted living side of the nursing home. That's about 6 calls a month to the facility. Also had 73 no transports and 32 lift assists for 2024.

We put 15,183 miles on the ambulance in 2024.

The total number of hours for sit-time, that is the amount of time spent waiting for the pager to go off while on the schedule was 16,850.25 hours, this includes both the paid and volunteer staff.

Breakdown is as follows, 9,673 hours for the paid on call, and 7,177.25 hours for the paid staff, includes full and part-time personnel. As of the writing of this report we had a total of 124,200 miles on the ambulance.

Of the paid staff we have 6 part-time, and 1 full-time. The 1 full-time staff man the truck Monday through Friday 0600-1800 hours. On Monday nights it is the fulltime service director and a part-time person from 1800-0600 hours. Part-time help is supplementing Monday nights, Tuesday, Wednesday and Thursday nights, as well as some weekends. They are paired with one of the paid on call staff. This arrangement has been working well.

I consider Theresa Ambulance to be a hybrid service. Meaning we have a mixture of paid per call, part-time, and full-time staff. I do not foresee that changing in the near future.

Service also did 7 fire department standbys that includes Lomira Fire, and Theresa Fire Departments. Also did 16 special event standbys such as; Tractor pulls, National night out, Varsity football (5).

If any organization is interested in a tour of the ambulance or would like some one to talk to their group, please feel to contact myself at 488-6301, or any of the EMT's or Drivers that are on our service. I look forward to serving the communities in the following year.

Respectfully Submitted;
Kevin Baerwald AEMT
Service Director

2/13/25

Village of Theresa Public Works Committee Meeting Minutes

February 10, 2025

Call to Order

The meeting was called to order at 6:30 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. **Department of Public Works (DPW) Report**
2. The PSC waiver application was submitted by Director Weisensel.
3. **Sewer Lateral Inspections and Repairs**
 - o Director Weisensel is following up with sections 1 and 2. Weisensel will provide a spreadsheet for the committee at the March 17 meeting.
4. HydroCorp Contract – the motion that was made in January will be rescinded and a new motion will change the monthly amount to \$179 for 2-years.
5. **2010 F-150 Maintenance**
 - o Maintenance needs for the 2010 F-150 will be addressed. Director Weisensel will have vehicle quotes for the March meeting.
6. **Water Lines going to Widmers Cheese** – Director Weisensel will have quotes for the work that needs to be done for the March meeting.

Action Items

- **Motion:** TR S Koenigs moved, seconded by TR Krapfl, approving the minutes from January 20, 2025. Motion carried.

Adjournment

- **Motion:** TR Krapfl moved, seconded by TR S. Koenigs, to adjourn the meeting at 6:55 PM. Motion carried unanimously.

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

Theresa Public Works Report – From February for March Meeting

Bill Weisensel, Director of Public Works

Village DPW

1. Placed “Rough Road” and “Bump” signs along McArthur Road due to numerous potholes and bumps. Will be spending lots of time patching holes along McArthur Road and Wisconsin Street. Need to discuss repair options.
2. Two bids for one-ton dump truck have been received including different make/model/options.
3. River’s Edge Park cleanup and opening of bathrooms will occur as time and weather permit. Brush pile area will also be smoothed out and gravel applied to control mud in this area.
4. Lots of time spent with new home construction in the subdivisions as all our utilities need to be marked at each stage of excavation, and whenever services such as electric, gas, cable, etc. are connected to these new houses. Also respond to concerns from residents in existing homes near the construction zones in these areas, and work with the building inspector and the developer to make sure everything is being done as required by Village ordinances.

Sanitary Sewer

1. Our concrete sewer force main pipe repair invoice has been received and will be submitted to the drilling contractor who caused the damage.
2. Daily operations and maintenance of the WWTP continue including monitoring of hauled waste receiving station to assure compliance with our requirements of the contractors.
3. Sanitary sewer lateral work continues with follow-up to residents on Mayville Street that need to complete their private side lateral repairs yet, as well as any other homes that are overdue for their lateral repairs. The vast majority of laterals on the list will be repaired/replaced with the Milwaukee Street project. Spreadsheet will be updated to assure compliance with our ordinance.
4. Sewer Mains and manholes will be inspected to check for signs of infiltration/inflow and check for any needed maintenance.

Waterworks

1. Another water main break has occurred on Park Street just east of the previous month’s break.
2. Followed up with water meter registering problems, as well as leak detections.
3. Fire hydrant at corner of Wisconsin and W. Rock River street that was damaged is available for fire protection use, needs gasket replaced when the water main is shut down for the valve insertion project on Wisconsin Street.
4. Following up with the manufacturer of the submersible mixer that was installed inside the water tower in 2023 that has failed likely due to bearing failure. The repair/replacement of this mixer will most likely be covered by the manufacturer warranty.
5. Quote has been received for installation of new mixer as this is not covered by the manufacturer warranty per the supplier as we did not use them to originally install.

- o If you have any additional comments, questions or concerns please contact Director of Public Works, Bill Weisensel at 920-488-4003 or email at dpwdirector@villageoftheresawil.gov

This is what will be published in the Dodge County Pionier:

The Village of Theresa has an opening for a part-time Utility Operator/DPW Employee. The job description can be found in News & Notices on the website: villageoftheresa.com

Village of Theresa

JOB DESCRIPTION

Job Title: **Part time Utility Operator/DPW Employee (Normal max of 25 hours/week)**

1. **GENERAL PURPOSE:** The Part time utility operator/DPW employee will work with and under the direction of the director of public works. The position will perform a wide variety of jobs in all areas of the sewer and water utility, and public works.
2. **ESSENTIAL DUTIES AND RESPONSIBILITIES:**
 - a. Sewer responsibilities include but are not limited to: Assisting Wastewater Treatment Plant operations and maintenance including laboratory testing as required per the DNR wastewater permit, monitoring of lift stations, assisting with manhole and sanitary sewer inspections and/or other collection system maintenance as needed.
 - b. Water responsibilities include but are not limited to: Assisting with daily monitoring of wells and chemical feed equipment, exercising valves, exercising/flushing fire hydrants,
 - c. Public works responsibilities include but are not limited to: Street repair and maintenance, keeping catch basins clear of debris, cleaning and maintaining our Rivers Edge Park bathrooms, mowing lawns and trimming weeds as needed using push mower, and weed eaters, maintenance and repair of equipment and machinery, street signs, parks equipment, buildings, trimming and removal of trees and brush as needed, lawn repair, maintaining the leaf and brush drop off area, assist to install and remove Christmas lights, and snow removal and salting of our parking lots and sidewalks with some manual shoveling as needed. (street plowing is contracted)

Essential Knowledge, Skills, and Abilities

Communications:

Must have the ability to actively listen to others for understanding of their needs and situations: ability to speak and write English clearly. Must be able to assertively control conversations to gather pertinent information and be able to communicate this information professionally and precisely to the proper recipient quickly and accurately. Must have the ability to understand and carry out written and oral instructions. Must be able to read and understand laboratory tests conducted in a water and wastewater treatment facility.

Interpersonal Relationships:

Must be consistent in dealing with people; must be sensitive to others' problems and concerns without direct involvement, must exclude personal biases from work performance; must have the ability to accept criticism and/or discipline; must have tact and diplomacy; must strive to promote a cooperative atmosphere in the department; must have a positive attitude. Must be able to maintain cooperative working relationships with employees, various organizations, and the public. Must have the ability to work safely.

Quality of Work:

Must be able to work independently with minimal supervision. Must be able to detect and correct errors. Must be able to utilize work time properly and productively.

Technical Knowledge:

Must be willing to learn the proper operations and maintenance of water/wastewater treatment plant including the operation of a variety of lab equipment, generators, pumps, gauges, and other common tools. Must have the ability to perform control calculations.

Physical Abilities:

This position is subject to random drug and alcohol testing. Must have the ability to read and discern visual images on a variety of media. Must have the ability to operate computer equipment. Must be able to use a shovel, various snow removal equipment, common hand and power tools, wrenches, detection devices, mobile radio, phone, calculator and a variety of lab equipment.

3. DESIRED MINIMUM QUALIFICATIONS

- A. **Education.** High School diploma or GED. Experience with municipality's, utilities, and public works is desired.
- B. **Substitution of Experience for Education.** Any equivalent combination of education and additional work experience in related fields.
- C. **Necessary Skills, Knowledge and Abilities.**
 - 1. Working knowledge of:
 - a. Computers and electronic data processing equipment/software including intermediate skills with Excel, Word, internet, email and other specialized municipal software.
 - b. But not limited to, common understanding of the power and hand tools used.
 - 2. Skill in proper and safe operation of equipment, facilities, methods and procedures used in maintenance, construction and repair activities.
 - 3. Ability to:
 - a. Communicate effectively, orally and in writing.
 - b. Plan, organize and assign personnel and resources, and monitor outcome to achieve desired goals.
 - c. Stand on feet for extended periods of time.
 - d. Can repetitively lift 50 pounds.
 - e. Understands and carry out written and oral instructions.

4. SPECIAL REQUIREMENTS

- 1. United States citizen with valid driving license.
- 2. Eighteen (18) years of age or older to apply.
- 3. Must reside within a 30-minute response time of the Village of Theresa and be willing to be called in and report to work as needed during emergency situations such as water main breaks, sewer problems, power failure, etc.
- 4. CPR and First-Aid Certification, or the ability to obtain certifications within 6 months of appointment.
- 5. Willing to furnish information for a comprehensive background check.

Workplace Solutions Cooperative Acceptance Agreement



Location #: 0184

Contract #: 210613133

Customer #: 14822180

Main Corporate Code → 13897 GPO# 211011196 MLA# 211011348

Date:

Customer/Participating Agency: VILLAGE OF THERESA

("Customer") Phone: 920-488-4003

Address: 201 S MILWAUKEE ST

City: THERESA

State: WI

Zip: 53091

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
X23270	MENS CMFORTFLX PRO CARGO PANT - Rental	☐ Yes ☐ No	0.436	
X344	CARHARTT FR CARGO PANT - Rental**	☐ Yes ☐ No	0.968	
X381	CACARHARTT 5 PKT JN - Rental	☐ Yes ☐ No	0.583	
X382	CARHARTT CARP JN - Rental	☐ Yes ☐ No	0.530	
		☐ Yes ☐ No		
		☐ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").					
Standard Name Emblem	\$	ea	Standard Agency Emblem	\$	ea
Custom Agency Emblem	\$	ea	Embroidery	\$	ea
Uniform Advantage	Item:			\$ 0.096	ea per week
Premium Uniform Advantage	Item:			\$ 0.000	ea per week
Emblem Advantage	Item:			\$	ea per week
Prep Advantage	Item:			\$	ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).				
Make-up Charge	\$	1.810	per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium				\$	0.155 per garment
Seasonal Sleeve Change	\$	per garment			
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.					
Artwork Charge for Logo Mat	\$				
Payment Terms: Net 30					
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ 5.000 per garment will be assessed for employee's size changed within 4 weeks of installation.				
Other					

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
X10184	3X5 ACTIVE SCRAPER - Rental**	01	ANY	5.184
X10189	3X5 XTRAC MAT ONYX - Rental	01	ANY	6.272
X10202	3X10 XTRAC MAT ONYX - Rental	01	ANY	8.802
X84035	3X10 BLACK MAT - Rental**	01	ANY	3.389
X84335	3X5 BLACK MAT - Rental**	01	ANY	2.307

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: _____ Customer Initials: _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies.** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees.** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, the merchandise, inventory and services at the prices listed in the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement.
2. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations.** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: _____

Customer Initials: _____

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
12. **Customer Funding Source.** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
☐ Yes ☐ No
(If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
13. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting this Acceptance Agreement without additional terms?
☐ Yes, additional terms required ☐ No additional terms needed
(If yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #:	Customer Signature:
By:	Print Name:
Title:	Print Title:
Accepted-GM:	Email:
Cintas Matrix Account ☐ Yes ☐ No	Customer Contact:
Cintas MAM Partners:	Customer Contact Email:

Cintas Representative Initials: _____ Customer Initials: _____

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? _____

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form? _____

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: _____

Account Payable Contact Phone #: _____

Account Payable Email: _____

Payer Street Address: _____

City: _____

ST/PROV: _____

ZIP/PC: _____

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☐ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address: _____

City: _____

ST/PROV: _____

ZIP/PC: _____

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☐ YES ☐ NO If yes, please provide PO# _____

Will the same PO need to appear on each invoice? ☐ YES ☐ NO Is there an expiration date? _____

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: _____

Customer Initials: _____

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

[illegible]**WORKPLACE SERVICES PRODUCTS PRICING (cont.):**

Continued from page 1

[illegible]

Cintas Representative Initials: _____ Customer Initials: _____

LOCATION LISTING

Cintas Representative Initials: _____ Customer Initials: _____

VILLAGE OF THERESA

Minutes

Village of Theresa – Regular Village Board Meeting

Date: February 10, 2025

Time: 7:00 PM

Location: 292 Mayville Street

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call of Members**
4. **Open Meeting Statement**
5. **Public Comments**
 - **Chris Giese** – Expressed concerns regarding discussions on agenda items and requested that individuals who spoke be allowed to ask follow-up questions at the end of the meeting.
 - **Linda Herman** – Would like issues related to Widmer’s water main, bar ordinances, and public nuisances discussed.
6. **Consent Agenda**
 - Approval of minutes from January 20, 2025, Regular Village Board Meeting as presented.
 - **Motion:** TR JR Koenigs
 - **Second:** TR Haak
 - **Abstain:** TR Brandenburg
 - **Motion Carried:** 6-0
7. **New Business**
 - **Amendment of Annual License Requirements for Land and Lease Communities** per Wisconsin State Statutes.
 - **Motion to Rescind the motion of the January 20, 2025, meeting:** TR Krapfl
 - **Second:** TR Haak
 - **Motion Carried:** 7-0
 - **Motion:** To charge River View Hills a total of \$500 (\$100 per 50 spaces/lots) for their 2025 Manufactured Home Park License. River View Hills has paid the additional \$269 and is now compliant.
 - **Motion to Approve:** TR Brandenburg
 - **Second:** TR JR Koenigs
 - **Motion Carried:** 7-0
8. **Ordinance Recodification Project**
 - **Ordinance 2025-02: Park License Required was changed to reflect State Statute.**
 - **Motion:** TR S Koenigs
 - **Second:** TR Krapfl
 - **Motion Carried:** 7-0
 - **Ordinance 2025-01: Chapter 167 – Fees** (no action)
9. **Administrative Report – Presented by Becky Tellier**
 - **Clerk-Treasurer’s Monthly Report (January 2025)**
 - Tax receipts and dog tags were processed and sent with utility bills at the end of January.

- Discussion on **New Homes 2024.**
- **Bertram Communications Contract Update**
 - Ongoing communication with Bertram. Termination of services would impact multiple departments.
 - Proposal for a **30-day notice** for contract compliance.
 - **Motion:** TR Haak
 - **Second:** TR JR Koenigs
 - **Motion Carried:** 6-1 (Nay: Brandenburg)

10. Library Committee Report – PR Jody Steger

- The Library Board is searching for a new treasurer to replace Angie Anderson, who will remain for training purposes.
- Review of by-laws and ordinances.

11. Village President's Report – PR Jody Steger

- We have had several meetings with DOT, engineers, and utility providers regarding HWY 175 project. Decision to keep lines above ground due to cost implications.
- Night Aura Lighting discussions regarding additional light poles along HWY 175. Awaiting a response from WE Energies.
- Collaboration with Aubrey Electric for power installations at bump-outs and bridge outlets.
- Noted six water main breaks this year, totaling over \$60,000 in repair costs, underscoring the need for infrastructure improvements.

12. Public Safety Committee Report – TR Joe Haak, Chairperson

- **Police Department Updates:** Cross-training with EMS and potential FD training in Spring.
- The new Squad Car is expected in service by end of month.
- **5K Event:** Chief and Clerk working on permit process.
- **Recodification Review:** Identifying conflicts and updates in ordinances.
- **Future Agenda Items:**
 1. Business License Ordinance
 2. Alcohol and Tobacco Ordinance & Demerit System
 3. Nuisance Property Ordinance

13. Public Works Committee Report – TR Jim Polster, Chairperson

- New park benches installed.
- Contractor drilled through force main.
- Dean Septic permitted to dump at WWTP with prior issues addressed.
- PSC Report discrepancies corrected.
- Public Water System Monitoring Waiver submitted.
- **Hydro Corp Cross Connection Contract:**
 - **Motion to Rescind the motion made January 20, 2025:** PR Steger
 - **Seconded:** TR S Koenigs
 - **All in Favor**
 - **Motion to Approve a 2-Year Contract (\$179/month) with HydroCorp for commercial cross-connection inspections:** TR Haak
 - **Second:** TR Krapfl
 - **Motion Carried:** 7-0
- **Sewer Lateral Repairs:** Properties needing repairs will be identified; notices to be issued.
- **Future Agenda Items:**

- Updates on vehicle needs for public works and utilities.
- Water line project at Widmer's Cheese, with bids expected for March meeting.

14. Parks Committee Report – TR Shawn Krapfl, Chairperson

- Awaiting legal review from the **Village Attorney**.
- **New park amenities:** 4 benches and 6 picnic tables installed.

15. Finance/Personnel Committee Report – TR Dave Brandenburg, Chairperson

- **Approval of January 2025 Bills** (\$382,995.89) and **Wages** (\$19,194.86).
 - **Motion:** TR Dave Brandenburg
 - **Second:** TR JR Krapfl
 - **All in Favor, 7-0**
- **Approval of Fund Summary Report (January 2025)**
 - **Motion:** TR Brandenburg
 - **Second:** TR Haak
 - **All in Favor: 7-0**
- **Approval of January 2025 Treasurer's Report as presented.**
 - **Motion:** TR Brandenburg
 - **Seconded:** PR Steger
 - **All in Favor: 7-0**

16. Announcements

- **Village Audit:** February 13-14, 2025
- **Primary Election:** February 18, 2025 (7 AM – 8 PM)
- **Committee Meetings & Regular Village Board Meeting:** March 17, 2025
- **Open Book:** September 16, 2025 (8:30 AM – 12:30 PM)
- **Board of Review:** October 27, 2025 (5:30 – 7:30 PM)
- **Spring Election:** April 1, 2025 (7 AM – 8 PM)

17. Adjournment

- Declared by PR Steger at **7:48 PM**.

Respectfully submitted,

Becky Tellier
Village Clerk – Treasurer

Village of Theresa Administrative Report

of Office Activity for February 2025

Process Payroll and Accounts Payable:

- Complete payroll and payable processing for February 5 and 19
 - Confirm new pay rates and benefit amounts for employees
- Pay associated taxes and employee benefits
- Accounts Payable checks are issued the same weeks as payroll

Bank Reconciliations:

- Perform bank reconciliations

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

Election

- Kelly set up the room and equipment for the public test
- 144 voters for the Spring Primary Election 2/18/2025 (24 absentee ballots were not returned)
- We contacted ballot candidates with results if they were not observers at end-of-night
- I downloaded the pollbook and reports from Badger Books and upload to WisVote to begin the election reconciliation process
- I took the election materials to the Dodge County Clerk
- I published the notices for Spring Election April 1, 2025
- According to §61.23, JR's term ends April 14, 2025. The newly elected trustee's terms start the 3rd Tuesday in April. (Our Regular Village Board Meeting is not until April 21)

Audit Preparation:

- Spent a lot of time uploading documents the auditors needed
- Work with auditors on-site February 13
- Continue to provide information as requested

Dog Registration:

- Continue registering dogs (beginning April 1 an additional \$25 per dog is charged)

Utility Billing:

- 92 Second Notices sent out 2/22/2025
- 23 Disconnection Door Hangers printed and hung by Public Works 2/28/2025 (For the January bill due February 20)
- On February 27 help Kelly with the Utility Billing Process (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

THERESA FIREMAN'S PARK

MAINTENANCE AGREEMENT

This is an agreement ("Agreement") between the Theresa Firemen's Park, Inc. ("Park Board"), a nonstock Wisconsin corporation, and the Village of Theresa ("Village"), a Wisconsin municipality.

Recitals

A. A local park known as the Theresa Fireman's Park ("Park") is owned by the Park Board and is used by the Theresa community. The Park Board and the Village wish to enter into an agreement regarding their respective responsibilities for the maintenance and policing at the Park.

B. The Park Board and the Village Board have respectively approved the terms and conditions of this Agreement.

In consideration of the above recitals and the obligations contained in this Agreement, it is agreed as follows:

1. Village Responsibilities. Until this Agreement is otherwise amended or terminated, the Village agrees to perform the following services at the Park:

- a. Provide a summer help employee to mow the lawn at the Park using the Park Board's lawn mower equipment;
- b. Assign its Department of Public Works to snow plow the sidewalk and the "U" driveway at the Park; and
- c. Have its Police Department patrol the Park consistent with policing best practices.

In performing the above services, the Village will obtain a separate credit card to purchase gasoline for the lawn mower, with the charges to be billed to the Park Board. The Park Board will pay the summer help for the mowing services, and the Village will reimburse the Park Board for the payments. The Village will also reimburse the Park Board at least annually for the Park's water bills. The Park Board remains responsible to maintain its lawn mower equipment.

2. Additional Park Board/Village Obligations. The Village agrees to pay the Park Board \$1,000 annually toward the Park's maintenance fund. The Village will also provide a four-yard dumpster to the Park at no additional cost to the Park Board. The Park Board is responsible to post signs designating the Park hours of 6:00 a.m. to 10:00 p.m. as well as rules regulating dogs within the Park.

3. Mutual Indemnity. Each party agrees to indemnify and hold the other harmless from any loss, damage, or cost, including reasonable attorneys' fees, which the other party incurs from third party claims of any kind that arise from the actual or alleged wrongful acts or omissions of the other. If both parties are alleged or adjudicated to have engaged in wrongful acts or omissions, each party agrees to be responsible for that portion of the loss and expense attributable to that party's own actual or alleged wrongful acts or omissions. To the extent that indemnification is available and enforceable, the parties and their insurers shall not be liable in indemnity, contribution, or otherwise, for any amount greater than the limits of liability established by Wisconsin law.

4. Miscellaneous Provisions. The parties agree on the following additional provisions:

a. Not a Partnership. Nothing contained in this Agreement shall be construed as to constitute a partnership or joint venture between the parties.

b. Review. The parties agree that the terms and conditions of this Agreement will be reviewed annually in October.

c. Counterparts. This Agreement may be executed in multiple counterparts, each of which, when taken together, shall constitute one agreement. Digital or facsimile signatures are deemed to have the same effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth adjacent to the signatures below.

VILLAGE OF THERESA

By: _____
Village President

Date

Attest:

Clerk-Treasurer

THERESA FIREMEN'S PARK, INC.

By: _____
Authorized Representative

Date