



THERESA FIRE DEPT. MONTHLY UPDATE

OCTOBER 2025

<u>ACTIVITY</u>	<u>MAN-HOURS</u>
WORKNIGHT –10/6/2025	33
FIRE PRACTICE – 10/20/2025	36
RESCUE PRACTICE – 10/27/2025	36
MEETING – 10/13/2025	N/A

FIRE / RESCUE CALLS

1. 10/08/25 N7419 CTY HWY V, VILLAGE OF KEKOSKEE, (ALARM)
2. 10/20/25 335 N. MAIN ST, CITY OF MAYVILLE (HOUSE FIRE)
3. 10/23/25 N79787 ST HWY 67, VILLAGE OF KEKOSKEE (GARAGE FIRE)
4. 10/23/25 475 EAST AVE, VILLAGE OF LOMIRA, (SMELL OF SMOKE)
5. 10/23/25 1400 INDUSTRIAL DR, VILLAGE OF LOMIRA, (FIRE ALARM)

DEPARTMENT INFORMATION

10/02/25 ASSIST LOMIRA FD WITH A MOCK CAR ACCIDENT @ LHS
10/17/25 FIRE PREV. VISIT @ LITTLE LIONS DAY CARE IN THERESA
10/26/26 ASSIST WITH TRICK OR TREAT & FIRE PREVENTION (411 PEOPLE ATTENDED)
10/25/25 DCFCA MTG. @ DODGE CTY. EOC

VILLAGE OF THERESA
Regular Village Board Meeting
October 20, 2025 – 7:00 p.m.

The meeting was called to order at 7:00 p.m. by President Jody Steger. The Pledge of Allegiance was recited. Roll call was taken with the following members present: President Jody Steger, Trustees Dave Brandenburg, Shawn Krapfl, Robin Billings, and Joe Haak. Excused: Trustees Sandy Koenigs and Pat Bodden.

Public Comment

President Steger read an email from Kyle Albright.

President Steger also read an email from J.R. Koenigs, who expressed opposition to the proposed wheel tax, noting concerns about its impact on residents with fixed or low incomes.

Consent Agenda

Motion by Trustee Billings, seconded by Trustee Haak, to approve the minutes as presented. Motion carried.

Grants and Funding Updates – Tammy Hampton

- Highway 175 – Clean & Safe Drinking Water (DNR Intent to Apply): The intent to apply is due October 31. This notice informs the DNR of the Village's plan to submit a full application in June 2026.
- Community Development Block Grant (CDBG): An income survey will be mailed November 11 to approximately 625 households. Surveys are confidential but not anonymous. Follow-up letters will be sent two weeks after the initial mailing; if responses remain low, Board members and staff may need to conduct in-person follow-up. Only Clerk-Treasurer Tellier and Deputy Clerk-Treasurer Brown will have access to completed surveys, which will be securely stored. Survey numbers must remain visible for tracking; removing or crossing them out invalidates the survey. Potential grant funding is up to \$1,000,000, with a 50% match requirement (\$500,000). DNR funds can serve as matching funds, reducing Village cost exposure.
- Public Safety Building: Evers has designated \$50,000,000 statewide for facility improvements. Stamped architectural plans are required for application. The Village may apply in a future cycle once plans are completed. Additional Congressional Direct Spending (CDS) opportunities through Senator Tammy Baldwin's office will open in February/March 2026, with awards announced in

December. Work funded through CDS cannot begin until the award is received and federal requirements are met.

- LRIP (Local Road Improvement Program): Applications are due to Dodge County by November 21. Tammy Hampton will need the list of proposed streets for submission. Supplemental funding: 90/10 split (Village pays 10%) – suggested for McArthur Street. Discretionary funding: 50/50 split. Funds are distributed in 2026/2027, and projects must be completed within five years. Villages may submit multiple applications, but only one project is typically awarded. Ideal for streets not requiring underground infrastructure work.

Joint Powers Agreement

Motion by Trustee Haak, seconded by Trustee Krapfl, to approve the Joint Powers Agreement 911 Emergency System with Dodge County. Motion carried.

KIN-X 2025-2025 Snow Season Agreement

Motion by Trustee Haak, seconded by Trustee Billings, to approve the KIN-X contract with updated equipment rates for the upcoming snow season. Motion carried.

Dodge County Humane Society Contract

Motion by President Steger, seconded by Trustee Brandenburg, to approve a one-year contract with the Dodge County Humane Society for \$1,800 (covers up to five animals per year; additional animals \$450/each). Motion carried. Trustee Brandenburg noted that the current caged area at the Wastewater Treatment Plant is unsafe, unheated, and not secure. Building a kennel was researched but determined cost prohibitive. Under the proposed contract, stray or neglected dogs would be taken directly to the Dodge County Humane Society rather than being temporarily held locally.

Resolution 2025-05: Urban Forestry Grant

Motion by Trustee Brandenburg, seconded by Trustee Krapfl, approving the resolution as presented. Motion carried.

Capital Improvement Plan

Motion by Trustee Haak, seconded by Trustee Billings, approving the updated Capital Improvement Plan. Motion carried.

Joint Library Agreement

Motion by Trustee Brandenburg, seconded by Krapfl, approving the Joint Library Agreement for 2026 with each municipality (Village and Town of Theresa) sharing

fifty percent of the total annual Library Budget Expenditures and the Village acting as fiscal agent. Motion carried.

Annexation Petition

The Village Board reviewed the annexation petition and confirmed that the following items met the statutory requirements under Wis. Stat. §66.0217(2) for a Direct Annexation by Unanimous Approval:

- All property owners have signed the petition.
- The territory is contiguous to the Village.
- The legal description and map are accurate.
- The Department of Administration (DOA) review has been found to be of the public interest.

Motion by Trustee Brandenburg, seconded by President Steger, to approve the Ordinance and assign an ordinance number annexing a portion of parcel #042-1217-1512-002 from the Town of Theresa into the Village of Theresa, contingent upon the Town of Theresa's detachment resolution. Roll call vote taken and all were in favor. Motion carried. NOTE: Once the Town of Theresa detachment resolution is received, and Ordinance number will be assigned and the Village President and Clerk will sign and record the Ordinance with the Dodge County Register of Deeds. *The Plan Commission of the Village of Theresa will meet on November 10, 2025,*

Miscellaneous Updates

- Library: New exterior lettering looks great.
- Public Safety Committee (PSC): Trustee Haak reported the committee lacked a quorum so there was not a meeting earlier tonight. Chief Markus discussed the deteriorating condition of the building and requested permission to obtain pricing for replacement doors and windows, using the remaining \$23,000 loan balance.

Motion by Trustee Brandenburg, seconded by Haak, authorizing Chief Markus to obtain pricing for windows and doors and move forward with replacement. Motion carried unanimously.

Public Works Committee (PWC)

- Discussion was held on the potential implementation of a Wheel Tax to supplement limited levy increases. Wisconsin DOT data shows 1,458 registered vehicles in the Village, which could generate funding for street improvements. Revenues would be placed in a segregated fund dedicated solely to street maintenance and improvements. Comparison examples: Village of Eden – \$30; Lomira – \$30; Iron Ridge – \$10. A wheel tax would avoid interest costs

associated with borrowing, but implementation requires a 90-day notice to DOT. The matter will possibly be revisited at a later date for future consideration. Dodge County has not yet discussed implementing a countywide wheel tax. Brandon Sterr suggested designating certain Class B roads for heavy-truck restrictions to reduce damage caused by overweight vehicles.

- DPW Operations: Street repairs along Hwy 175/Milwaukee Street have been completed.
- Property Issue: The Schaetzel property easements were determined not to be a Village responsibility.

Parks Committee

The current toy box in the park will be replaced with a new box.

Finance and Personnel Committee

Motion made by President Steger, seconded by Trustee Haak, approving the September 2025 bills in the amount of \$45,256.96 and wages in the amount of \$23,756.33. Motion carried.

Motion by Trustee Brandenburg, seconded by Krapfl, approving the Budget to Actual for September 2025. Motion carried. Motion by Trustee Haak, seconded by Trustee Billings, approving the September 2025 Treasurers Report. Motion carried.

Announcements

- Trick-or-Treat, Sunday, October 26, 2-4 p.m.
- Board of Review, Monday, October 27, 5:30- 7:30 p.m.
- Finance and Personnel Committee, Thursday, October 30, 2025 – 9:00 a.m.
- Finance Committee of the Whole, Monday, November 3, 2025 – 6:15 p.m.
- Plan Commission Meeting, Monday, November 10, 2025 – 6 p.m.
- Budget Public Hearing and Finance Committee of the Whole, Monday, November 24, 2025 – 6:30 p.m.

Closed Session

At 8:12 p.m., the Board entered Closed Session pursuant to Wis. Stats. §19.85(1)(e), on motion by Trustee Brandenburg, seconded by Trustee Billings. Roll call vote: Present – President Jody Steger, Trustees Dave Brandenburg, Shawn Krapfl, Robin Billings, and Joe Haak.

Return to Open Session

Motion by Trustee Haak, seconded by Trustee Krapfl, to return to open session at 9:05 p.m. Motion carried.

Adjournment

Motion by Trustee Billings, seconded by Trustee Krapfl to adjourn at 9:06 p.m.

Motion carried.

Respectfully submitted,

Becky Tellier, MMC

Village Clerk-Treasurer

VILLAGE OF THERESA, DODGE COUNTY, WISCONSIN

ORDINANCE NO. 2025-04

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION TO NEWLY ANNEXED TERRITORY IN THE VILLAGE OF THERESA, DODGE COUNTY, WISCONSIN

WHEREAS, the Village Board of the Village of Theresa adopted Ordinance No. 2025-03 annexing certain territory from the Town of Theresa to the Village of Theresa; and

WHEREAS, the Plan Commission of the Village of Theresa, after proper notice and meeting held on November 10, 2025, has recommended that the annexed property be zoned R-1 (Single-Family Residential) in accordance with the Village Zoning Code; and

WHEREAS, the Village Board has reviewed such recommendation and finds it to be in the best interests of the Village;

NOW, THEREFORE, the Village Board of the Village of Theresa, Dodge County, Wisconsin, does ordain as follows:

Section 1. Zoning Classification.

The territory annexed to the Village of Theresa under Ordinance No. 2025-03 is hereby classified as R-1 (Single-Family Residential) in accordance with Chapter 350 of the Village of Theresa Municipal Code.

Section 2. Amendment to Zoning Map.

The Village Clerk-Treasurer is hereby directed to cause the official zoning map of the Village of Theresa to be amended accordingly.

Section 3. Effective Date.

This ordinance shall take effect upon passage and publication.

Adopted by the Village Board of the Village of Theresa on this 17th day of November, 2025.

Jody Steger, Village President

Becky Tellier, Clerk-Treasurer

Village of Theresa – Clerk-Treasurer Administrative Report
Reporting Period: October 1–31, 2025
Prepared for: Village Board Meeting – November 17, 2025
Prepared by: Becky Tellier, Clerk-Treasurer (MMC/WCPC)

1. General Administration

- Completed all statutory financial, payroll, and accounts-payable responsibilities for the month of October.
- Processed utility billing, payments, customer adjustments, and responded to resident inquiries regarding water usage, meter issues, and Beacon transmissions.
- Prepared agendas, notices, and supporting documentation for committee and board meetings held throughout October.

2. Budget, Finance, and Audit Preparation

- Collaborated with department heads and the Finance & Personnel Committee on the development of the preliminary 2026 Draft Budget.
- Reviewed and reconciled year-to-date general ledger accounts in preparation for the budget finalization process.

3. Elections Administration

- Reviewed fall Wisconsin Elections Commission communications, updates, and procedural guidance.
- Completed routine voter-registration maintenance and absentee-tracking updates.
- Initiated early planning for the Spring 2026 Election, including supply inventory review and training coordination.

4. Annexation, Zoning, and Planning Activities

- Drafted and formatted Ordinance 2025-03 for the October annexation petition, including statutory language and incorporation of the legal description.
- Conducted zoning research and prepared materials for the November Plan Commission meeting (work completed in October).

5. Public Works, Utilities & Infrastructure Coordination

- Provided administrative support for Highway 175/Milwaukee Street planning, sewer lateral ordinance review, and long-range capital project discussions.
- Maintained internal tracking related to water-meter replacements, Beacon endpoint concerns, and PSC documentation requirements.

6. Library Fiscal Agent Discussion

- Prepared professional correspondence addressing Town concerns related to the library funding allocation and fiscal-agent expectations.

- Researched statutory requirements and Department of Public Instruction guidance regarding joint library operations.
- Worked with the Village Attorney to review and develop options for a Library Fiscal Agent Agreement, including guidance on statutory responsibilities, financial oversight expectations, and intergovernmental coordination.
- Compiled background information for discussion with the Village Board.

7. Community Outreach & Communications

- Responded to resident calls, in-person inquiries, and emails regarding utilities, taxes, elections, and general Village services.
- Updated the Village website and prepared seasonal reminders for publication.

8. Training & Professional Development

- Reviewed updated clerk and Wisconsin Election Commission training resources relevant to upcoming 2026 administrative and compliance requirements.
- October 1, 2025 - Clerk-Treasurer Becky Tellier received the Wisconsin Professional Municipal Clerk (WPMC) designation, awarded by the Wisconsin Municipal Clerks Association. This certification recognizes advanced training and demonstrated proficiency in Wisconsin municipal law, elections administration, licensing, budgeting, open government requirements, and day-to-day clerk operations. The designation reflects a high level of professionalism and ongoing commitment to continuing education and best practices within Wisconsin local government.

9. Special Projects

- Assisted the Ambulance Committee Treasurer with administrative questions related to bylaws and committee processes.
- Responded to public records requests and continued improvements to internal document organization and templates.
- Closed PO Box 327 and now only will be using the physical address of 292 Mayville Street for mailing and shipping

Finance Committee of The Whole Meeting Minutes

Nov 3, 2025, 6:15pm

Attendance: President Steger, Brandenburg, Bodden, Haak, Billings, Krapfl. (Excused Koenigs)

Notable Attendees: Clerk Tellier, Chief Marcus, Dodge County Pioneer, Fire Chief Stanke

- A. Meeting was called to order at 6:15pm.
- B. Clerk Tellier presented the 2025 and 2026 budget figures including wages and capital purchases for all village departments.
- C. Discussed administrative roles, job duties and assignments.
- D. Discussed changes to the Policy and Procedure Manual regarding management of village employees and holiday pay for law enforcement. Motion by Brandenburg, 2nd by Haak to approve the presented changes, Motion passed.
- E. Motion by Brandenburg, second by Steger to enter closed session to discuss candidates for public works positions and a proposed offer to provide ambulance services from an outside community. The reason for the closed session was read and by roll call vote was approved unanimously.
- D. Motion by Brandenburg, 2nd by Steger to end the closed session. Motion approved.
- E. Discussed with input from the public the importance of the ambulance service and opinions on how the Theresa Ambulance Service could succeed in the future. Motion by Haak 2nd by Billings to request a 5-year contract with modifications from the outside community to consider at a future meeting. Motion passed.
- F. Motion by Brandenburg, 2nd by Haak to approve the 2026 wage scale as presented.
- G. Motion by Haak, 2nd by Bodden to approve the 2026 budget for publication.
- E. Future agenda items include loan balances, principal and years.
- F. Motion by Brandenburg 2nd by Krapfl to adjourn at 8:15.

Finance & Personal Committee Minutes

Oct 30, 2025, 9:00am

Attendance: Trustee Brandenburg, President Steger

Notable Attendees: Clerk Tellier, Chief Marcus, Dodge County Pioneer

- A. Meeting was called to order at 9:00am
- B. Clerk Tellier presented the 2025 and 2026 budget figures including wages and capital purchases for all village departments.
- C. The committee and staff discussed administrative roles, job duties and assignments.
- D. The committee and staff discussed possible changes to the Policy and Procedure Manual regarding management of village employees and holiday pay for law enforcement. Trustee Brandenburg offered to type up the changes for future board approval.
- E. Discussed the challenges and benefits of the village phone and tablets policy as approved by the board.
- F. Motion by Brandenburg, second by Steger to enter closed session to discuss individual wages and a proposed offer to provide ambulance services from an outside community. The reason for the closed session was read and by roll call vote was approved.
- D. Motion by Brandenburg, 2nd by Steger to end the closed session. Motion approved.
- E. Motion by Brandenburg Second by Steger to recommend to the board a 3.14% increase in the salary scale as based on the 12-month CPI for all employees and a increase of \$5,000 annually to the step 6 wage for the police chief and clerks' positions.
- E. Future agenda items included additional interviews.
- F. Motion by Steger 2nd by Brandenburg to adjourn at 11:05.

JOINT LIBRARY AGREEMENT

This Joint Library Agreement (“Agreement”) is entered into by and between the Village of Theresa (“Village”) and the Town of Theresa (“Town”) (together, “the Municipalities”) pursuant to Wis. Stat. §§ 43.53 and 66.0301 for the purpose of establishing and operating a joint public library.

WHEREAS, Wis. Stat. § 43.53 authorizes two or more municipalities to jointly establish, maintain, and operate a public library through a joint library agreement; and

WHEREAS, Wis. Stat. § 66.0301 permits municipalities to enter into intergovernmental agreements to cooperatively exercise their powers and provide municipal services; and

WHEREAS, the Municipalities desire to provide efficient, cost-effective, and high-quality library services to their residents by establishing a Joint Library; and

WHEREAS, the Municipalities find it in the public interest to share in the governance, funding, and operation of such a Joint Library;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Municipalities agree as follows:

1. ESTABLISHMENT OF JOINT LIBRARY BOARD. The Municipalities hereby create a Joint Library Board (“Board”) to operate the Joint Library. Except as otherwise provided in this Agreement, the Board shall operate under Wis. Stat. § 43.58, as amended, and the provisions of this Agreement.

2. MEMBERSHIP.

- a. The Board shall consist of seven (7) members, consistent with Wis. Stat. § 43.54, as amended.
- b. 3 members shall be appointed by the Village of Theresa Village Board, subject to confirmation by the Village Board.
- c. 3 members shall be appointed by the Town of Theresa Town Board, subject to confirmation by the Town Board.
- d. One member shall be nominated by the Superintendent of Lomira School District and subject to confirmation by the Village Board and Town Board.

- e. No more than one appointee from each municipality may be an elected official.

3. TERMS OF JOINT LIBRARY BOARD

- a. Initial Term. Initial citizen appointees shall serve three-year terms beginning May 1 of the year of appointment, staggered as required by Wis. Stat. § 43.54(1)(b).
- b. Subsequent Terms. Follow the initial appointments, the terms of all Joint Board Members shall be for 3 years from May 1 of the year of appointment.
- c. Vacancies. Vacancies on the Board shall be filled by appointment for any unexpired term by the appointing authority in the same manner as the original appointments are made.

4. GENERAL OPERATION OF THE BOARD

- a. The Board members shall elect a President, Treasurer, and Secretary for a one-year term annually in the month of May. Officers will serve for one year and may be re-nominated and re-elected, but may not serve more than two consecutive 1-year terms. Vacancies in office shall be filled by election at the next regular meeting of the Board after the vacancy occurs.
- b. The President shall preside at all meetings, appoint all committees, sign documents, call special meetings, decide all points of order and generally perform the duties of the presiding officer.
- c. The Treasurer shall have maintenance of the special library funds and income outside the appropriations in the charge of the village treasurer, and shall sign checks on the account on the authorization of the Board.
- d. The Secretary shall keep a true and accurate account of all proceedings of the Board meetings; shall have custody of the minutes and other records of the Board; and shall notify the appointing body of vacancies on the Board.
- e. The Board shall keep a written record of its proceedings, including all actions taken, a copy of which shall be provided to the Village Clerk and the Town Clerk.
- f. No compensation shall be paid to the members of the Board, except as follows:

- i. Members may be reimbursed for their actual and necessary expenses incurred in performing duties outside the Town and the Village if authorized by the Board.
 - ii. Members may receive per diem, mileage, and other necessary expenses incurred in performing their duties if authorized by the Board.
- g. Conflicts of Interest.
 - i. Board Members may not in the private capacity negotiate, bid for, or enter into a contract with the Board in which they have a direct or indirect financial interest.
 - ii. Board Members shall withdraw from Board discussion, deliberation, and vote on any matter in which the Library Board member, an immediate family member, or an organization with which the Library Board member is associated has substantial financial interest
 - iii. May not receive anything of value that could reasonably be expected to influence the member's vote or other official action.

5. DUTIES AND RESPONSIBILITIES OF THE BOARD

- a. The Board shall operate under the authority of Wis. Stat. § 43.58, as amended, and shall have all the powers and duties set forth in that statute. The Board shall plan for, implement and manage all library services, programs and activities, including the following:
 - i. Prepare and submit an annual budget to both governing bodies by October.
 - ii. Enter contracts within the scope of the approved budget.
 - iii. The Board shall supervise the administration of the Joint Library and shall appoint a librarian (the "Library Director"), who shall appoint such other assistants and employees as the Library Board deems necessary and prescribe their duties and compensation. The Library Board shall approve general job descriptions and wages of the Library Director and employees. Library employees shall be employees of the Village, who is the Fiscal Agent, for payroll and benefits.

- iv. The Board may receive, manage and dispose of gifts and donations as provided in Wis. Stat. § 43.58(7), as amended.
- b. Within ninety (90) days of its organization, the Library Board shall prepare and adopt a set of bylaws governing the operations and procedures of the Board.

6. OWNERSHIP OF ASSETS

- a. The library building shall be owned by the Village, with operational access granted to the Library Board for purposes of administration, programming, and day-to-day use.
- b. All costs for maintenance and capital improvements, including building repairs, system upgrades, and renovations, shall be shared between the Village and the Town in proportion to each municipality's equalized property valuation as of October 1 of the preceding year.
- c. The Library Board shall identify and include anticipated capital projects in the annual budget submitted to both municipalities. Any major capital project shall require prior written approval from both governing bodies.
- d. Notwithstanding the funding formula above, each municipality shall contribute not less than ten percent (10%) toward the cost of any capital improvement project exceeding \$10,000, unless otherwise agreed to in writing by both parties.
- e. In accordance with Wis. Stat. § 43.53(2)(b), if this agreement is discontinued, the Library Board shall ensure an orderly transition of services and disposition of property and assets.

7. FUNDING

- a. The Village and Town shall each contribute fifty percent (50%) of the total annual Library Budget Expenditures. All operating costs, capital expenses, and other approved expenditures of the Joint Library shall be funded on an equal basis, with each municipality responsible for one-half of the total amount.
- b. Annual contributions by the Town shall be paid according to the budget payment schedule, payable to the fiscal agent:
 - i. 50% of adopted Library budget Due January 10 every year.
 - ii. 20% of adopted Library budget Due April 1 every year

iii. 15% of adopted Library budget Due July 1 every year

iv. 15% of adopted Library budget Due October 1 every year.

8. FISCAL AGENT

- a. The Village shall act as the fiscal agent for the Joint Library, unless another entity mutually agreeable to the Village Board and Town Board is approved to act as fiscal agent. The Joint Board shall annually provide the Village and Town with an audited financial statement for the prior year's budget. This audit shall be completed concurrently with the Village's annual audit with the cost to be borne by the Joint Library as part of its annual budget.
- b. Fiscal agent responsibilities include, but may not be limited to, payroll and bill processing, benefit and financial administration, and insurance matters. The Village shall annually submit a budgeted amount to be included in the Joint Library's budget equal to the estimated actual cost of performing these duties. This amount shall be included in the Joint Library budget to be paid to the Village as reimbursement for performing the fiscal agent responsibilities.

9. MISCELLANEOUS PROVISIONS

- a. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the applicable clerk at the office of the Town and the Village.
- b. This Agreement may be amended only by mutual written consent of both governing bodies. Any amendment shall be approved by resolution of each municipality and executed by their authorized representatives.
- c. No oral statements or prior understandings shall have any force or effect. All modifications to this Agreement must be in writing and duly adopted by both parties to be valid and enforceable.
- d. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. If any provision is deemed invalid, illegal, or unenforceable, the Library Board shall negotiate to modify the Agreement while reflecting the original intent of all the parties.

10. TERM AND TERMINATION

- a. This Agreement shall remain in effect until terminated by mutual written consent of both parties, or by either party upon not less than one year's written notice to the other.

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Dated this _____ day of _____, 2025.

VILLAGE OF THERESA

By: _____
Jody Steger, President

Attest:

Becky Tellier, Clerk-Treasurer

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Dated this _____ day of _____, 2025.

TOWN OF THERESA

By: _____
Lloyd Hilgendorf, Chairperson

Attest:

Christine Steger, Clerk

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WHEREAS, Wis. Stat. § 66.0301 permits municipalities to enter into intergovernmental agreements to cooperatively exercise their powers and provide municipal services; and

WHEREAS, the Municipalities desire to provide efficient, cost-effective, and high-quality library services to their residents by establishing a Joint Library; and

WHEREAS, the Municipalities find it in the public interest to share in the governance, funding, and operation of such a Joint Library;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Municipalities agree as follows:

1. ESTABLISHMENT OF JOINT LIBRARY BOARD. The Municipalities hereby create a Joint Library Board (“Board”) to operate the Joint Library. Except as otherwise provided in this Agreement, the Board shall operate under Wis. Stat. § 43.58, as amended, and the provisions of this Agreement.

2. MEMBERSHIP.

- a. The Board shall consist of seven (7) members, consistent with Wis. Stat. § 43.54, as amended.
- b. 3 members shall be appointed by the Village of Theresa Village Board, subject to confirmation by the Village Board.
- c. 3 members shall be appointed by the Town of Theresa Town Board, subject to confirmation by the Town Board.
- d. One member shall be nominated by the Superintendent of Lomira School District and subject to confirmation by the Village Board and Town Board.

- e. No more than one appointee from each municipality may be an elected official.

3. TERMS OF JOINT LIBRARY BOARD

- a. Initial Term. Initial citizen appointees shall serve three-year terms beginning May 1 of the year of appointment, staggered as required by Wis. Stat. § 43.54(1)(b).
- b. Subsequent Terms. Follow the initial appointments, the terms of all Joint Board Members shall be for 3 years from May 1 of the year of appointment.
- c. Vacancies. Vacancies on the Board shall be filled by appointment for any unexpired term by the appointing authority in the same manner as the original appointments are made.

4. GENERAL OPERATION OF THE BOARD

- a. The Board members shall elect a President, Treasurer, and Secretary for a one-year term annually in the month of May. Officers will serve for one year and may be re-nominated and re-elected, but may not serve more than two consecutive 1-year terms. Vacancies in office shall be filled by election at the next regular meeting of the Board after the vacancy occurs.
- b. The President shall preside at all meetings, appoint all committees, sign documents, call special meetings, decide all points of order and generally perform the duties of the presiding officer.
- c. The Treasurer shall have maintenance of the special library funds and income outside the appropriations in the charge of the village treasurer, and shall sign checks on the account on the authorization of the Board.
- d. The Secretary shall keep a true and accurate account of all proceedings of the Board meetings; shall have custody of the minutes and other records of the Board; and shall notify the appointing body of vacancies on the Board.
- e. The Board shall keep a written record of its proceedings, including all actions taken, a copy of which shall be provided to the Village Clerk and the Town Clerk.
- f. No compensation shall be paid to the members of the Board, except as follows:

- i. Members may be reimbursed for their actual and necessary expenses incurred in performing duties outside the Town and the Village if authorized by the Board.
 - ii. Members may receive per diem, mileage, and other necessary expenses incurred in performing their duties if authorized by the Board.
- g. Conflicts of Interest.
 - i. Board Members may not in the private capacity negotiate, bid for, or enter into a contract with the Board in which they have a direct or indirect financial interest.
 - ii. Board Members shall withdraw from Board discussion, deliberation, and vote on any matter in which the Library Board member, an immediate family member, or an organization with which the Library Board member is associated has substantial financial interest
 - iii. May not receive anything of value that could reasonably be expected to influence the member's vote or other official action.

5. DUTIES AND RESPONSIBILITIES OF THE BOARD

- a. The Board shall operate under the authority of Wis. Stat. § 43.58, as amended, and shall have all the powers and duties set forth in that statute. The Board shall plan for, implement and manage all library services, programs and activities, including the following:
 - i. Prepare and submit an annual budget to both governing bodies by October.
 - ii. Enter contracts within the scope of the approved budget.
 - iii. The Board shall supervise the administration of the Joint Library and shall appoint a librarian (the "Library Director"), who shall appoint such other assistants and employees as the Library Board deems necessary and prescribe their duties and compensation. The Library Board shall approve general job descriptions and wages of the Library Director and employees. Library employees shall be employees of the Village, who is the Fiscal Agent, for payroll and benefits.

- iv. The Board may receive, manage and dispose of gifts and donations as provided in Wis. Stat. § 43.58(7), as amended.
- b. Within ninety (90) days of its organization, the Library Board shall prepare and adopt a set of bylaws governing the operations and procedures of the Board.

6. OWNERSHIP OF ASSETS

- a. The library building shall be owned by the Village, with operational access granted to the Library Board for purposes of administration, programming, and day-to-day use.
- b. All costs for maintenance and capital improvements, including building repairs, system upgrades, and renovations, shall be shared between the Village and the Town in proportion to each municipality's equalized property valuation as of October 1 of the preceding year.
- c. The Library Board shall identify and include anticipated capital projects in the annual budget submitted to both municipalities. Any major capital project shall require prior written approval from both governing bodies.
- d. Notwithstanding the funding formula above, each municipality shall contribute not less than ten percent (10%) toward the cost of any capital improvement project exceeding \$10,000, unless otherwise agreed to in writing by both parties.
- e. In accordance with Wis. Stat. § 43.53(2)(b), if this agreement is discontinued, the Library Board shall ensure an orderly transition of services and disposition of property and assets.

7. FUNDING

- a. The funding of the budget and the payment of all costs of the Joint Library shall be shared by each municipality based upon the percentage of each municipality's equalized value as determined annually by Wisconsin Department of Revenue for the following year's operating budget.
- b. Annual contributions by the Town shall be paid according to the budget payment schedule, payable to the fiscal agent:
 - i. 50% of adopted Library budget Due January 10 every year.
 - ii. 20% of adopted Library budget Due April 1 every year

iii. 15% of adopted Library budget Due July 1 every year

iv. 15% of adopted Library budget Due October 1 every year.

8. FISCAL AGENT

- a. The Village shall act as the fiscal agent for the Joint Library, unless another entity mutually agreeable to the Village Board and Town Board is approved to act as fiscal agent. The Joint Board shall annually provide the Village and Town with an audited financial statement for the prior year's budget. This audit shall be completed concurrently with the Village's annual audit with the cost to be borne by the Joint Library as part of its annual budget.
- b. Fiscal agent responsibilities include, but may not be limited to, payroll and bill processing, benefit and financial administration, and insurance matters. The Village shall annually submit a budgeted amount to be included in the Joint Library's budget equal to the estimated actual cost of performing these duties. This amount shall be included in the Joint Library budget to be paid to the Village as reimbursement for performing the fiscal agent responsibilities.

9. MISCELLANEOUS PROVISIONS

- a. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the applicable clerk at the office of the Town and the Village.
- b. This Agreement may be amended only by mutual written consent of both governing bodies. Any amendment shall be approved by resolution of each municipality and executed by their authorized representatives.
- c. No oral statements or prior understandings shall have any force or effect. All modifications to this Agreement must be in writing and duly adopted by both parties to be valid and enforceable.
- d. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. If any provision is deemed invalid, illegal, or unenforceable, the Library Board shall negotiate to modify the Agreement while reflecting the original intent of all the parties.

10. TERM AND TERMINATION

- a. This Agreement shall remain in effect until terminated by mutual written consent of both parties, or by either party upon not less than one year's written notice to the other.

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Dated this _____ day of _____, 2025.

VILLAGE OF THERESA

By: _____
Jody Steger, President

Attest:

Becky Tellier, Clerk-Treasurer

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Dated this _____ day of _____, 2025.

TOWN OF THERESA

By: _____
Lloyd Hilgendorf, Chairperson

Attest:

Christine Steger, Clerk

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