

Public Safety Committee Minutes

May 18, 2026 6:30pm

Attendance: Trustee Haak, Trustee Krapfl, Trustee Bodden

Notable attendees: Chief Markus

1. The meeting was called to order at 6:30pm.
2. **Motion made by Haak, Seconded by Bodden to approve april20,2026 Public Safety Committee Minutes. Motion carried.**
3. Sidewalk Safety-
 1. Crossing at 175 by Depot Road will be allowed for now but no crosswalk is allowed south to north at Depot Road right now.
 2. Chief will check with our attorney to see if Dollar General needs a sidewalk down Depot Road.
4. Police Dept Report- See packet
 1. Weed letters sent out
 2. Call volume down due to weather
5. Fire Commission Report- Chris Geise resigned and the Commission performed an internal audit
6. Fire Department Report- nothing to report
7. Ambulance Committee Report- See packet
8. Mayville EMS Report- See packet
9. **Motion made by Bodden to approve Operators Licenses for Beth Trott and Pamela Pautz. Seconded by Krapfl. Motion Carried**
10. ECS Service Reports- See Packet
11. **Motion made by Trustee Haak, Seconded by Trustee Krapfl to issue a Temporary Class B Beverage License to the American Legion for 6-6-26, 6-17-26, and 9-13-26 (with associated rain dates). Motion Carried.**
12. Future Agenda Items- There is plans for another 5k run in the Village the same time as Augtoberfest
 - Look into flashing crossing lights for 175 near Depot Road.

13. Motion to adjourn at 6:46pm by Trustee Krapfl, seconded by Trustee Bodden Motion Carried.

Respectfully submitted by Chair Haak



Theresa Police Department Monthly Report

June 2026



Incidents: May 2026

INCIDENTS	Theresa PD	Sheriff's Office	Notes
Accident PDO / Deer	3		
Alarm	1		
Assist motorist			
Assist Agency		2	
Animal		1	
Bar Check	3		
Building/Park Checks	154	5	
Child Custody			
Civil Matter		1	
Direct traffic			
DPW	4		
Disorderly cond	1		
Emerg Detention			
EMS Request	1		
Family trouble			
Fire alarm			
Fraud			
Found Item			
Hangup	1		
Harassment		1	
Hit and Run			
Intoxicated Person			
Lockout			
Miscellaneous	10		
Mutual Aid			
Neighbor Dispute			
Noise Complaint			
Ordinance Viol		1	
Open records	5		
Parking		1	
Search warrant	1		
Sex Offense			
Suspicious		1	
Violate RO			
Theft			
Theft of vehicle			
Traffic assign/direct	12		
Traffic Complaint		1	
Traffic Stop	10		
Violate RO			
Vandalism			
Walk &Talk/Foot Patrol	41		
Welfare Check	4	1	



Theresa Police Department Monthly Report



June 2026

Total	251	15	
-------	-----	----	--

Theresa PD VIOLATIONS	CITATIONS	WRITTEN WARNINGS
Parking Violation		
Non-Traffic citations	2	10
Vehicle Violation	8	

Administrative Activities:

1. The following tasks have been completed in the month:
 - a. Completed monthly reports for the state and Village
 - b. Evaluate operation, procedures and new policies
 - c. Officer Seis Block armor course
 - d. Markus, Bhirdo, James, Sies
 - e. Evidence room
2. The following tasks are in Progress:
 - a. Review of village incidents and approval of reports.
 - b. Ordering Camera System Trial
 - c. Markus, Bhirdo, James, Sies EMR training
 - d. Markus, Bhirdo, James, Sies, Justman yearly training

Next projects:

- A. Future of the plans of Police Department building.
- B. Speed limits & School Zone on Milwaukee Ave

Theresa Fire Commission Meeting Minutes March 31, 2026

Meeting called to order at 6:08

In Attendance: Karrie Isken, Chris Giese, Rodney Justman, Roy Zastrow, Connie Schaumberg, Randy Wendling, Fire Department Representative Andy Pike, Stephanie Justmann

Secretary Report: The minutes of the January 20 meeting were read, revisions made and approved. (Clarification of overpayment returned to village/township) Copy of corrected minutes forwarded to Village by Karrie Isken.

Treasurer's Report: The treasurer's report was approved as read.

- Checkbook Balance: \$38,710.59
 - Money Market Balance: \$845.87
 - Capital Improvement (IO 70) CD Balance: \$7,222.23
 - General Fund (IO 71) CD Balance: \$6,173.10
- Reconciled bank statement 1/1/26-2/28/26

Old Business:

- A. Pre-approval requested for parts on Engine2, 1996 Peterbilt. Quote from JX Truck Center for Oil Cooler \$3,567.10. This does not include labor and hoses, etc. FD plans to do work to save on labor costs. Peterbilt still needs to send quote for hoses. Approved.
- B. Treasurer Giese will be out of town in the month of March and will need to appoint another member for payment of bills during this time. Isken volunteered.
- C. Any additional new business?
- D. Schaumberg asked status of a request made of the fire department to provide smoke/carbon monoxide detectors for sale. Pike will check into it.

New Business:

- A. **Discussion of April 2026 Audit, selection of members needed, date and venue and selection of form to use per guidelines.**
Audit committee consists of a representative from Theresa's Village and Township, and Fire Department, (Andy Pike). Boards notified. Commission Treasurer, Chris Giese will attend as a courtesy to explain the new Excel worksheet and to clarify any pertinent questions. The committee will meet at the Fire Department conference room on April 28.
- B. **Review and discussion/approval of Bylaw changes and submit changes to Village and Town boards.**
Proposed changes approved and forwarded to village/township boards. Awaiting approval prior to commission vote and use.
See attached.
- C. **Discuss status of identifying duplicate billings found and actions to be taken or that been taken for corrections needed. Request update from Fire Department Secretary, Natalie Malicoat.** This is still pending review by Natalie.
- D. **New overhead garage doors are installed.** No discussion.
- E. **Any additional new business?** None

Meeting was adjourned 7:12 PM.

Minutes submitted by Connie Schaumberg, Secretary Fire Commission

Next meeting May 19, 2026 6:00 PM



Theresa Fire Department

302 Depot Road
Theresa, WI 53091

Chief Warren Stanke ~ Assistant Chief Ryan Koll ~ Assistant Chief Scott Bernhard
Chief Engineer Russ Grantman ~ Secretary Treasurer Natalie Malicoat

5/19/2026

To: Theresa Fire Commission, Theresa Town Board, Theresa Village Board

Subject: Urgent Request for Fire Department Portable and Mobile Radio Replacement

Dear Commission and Board Members:

I am writing to formally request the replacement of our fire department's aging and obsolete radio communication system. As our primary lifeline on the fireground and scenes, reliable communications are essential to fulfilling our mission and protecting the lives of both our personnel and the citizens we are called upon to serve.

Currently, our front-line apparatus and personnel are relying on outdated, obsolete radios that were purchased in 2007. We are experiencing dead zones, failing batteries, audio dropouts and lack of parts availability which critically endanger our crews during their interior structural firefighting and complex rescue operations.

Furthermore, our current system is incompatible with modern digital interoperability standards and neighboring regional trunked systems and dual band radios, severely hampering our ability to communicate with MABAS partners and law enforcement during multi agency incidents.

I have attached quotes from our vendor.

Thank you for your continued support of the Theresa Fire Department and our commitment to public safety.

Respectfully,

Warren Stanke, Theresa Fire Chief

~ Loyal to Our Duty Since 1895 ~

Ten 2 Communications LLC

3744 North Lovers Lane
Slinger, WI 53086

Estimate

Phone #	Fax #	Date	Estimate #
(262) 644-6929	(262) 644-0060	4/9/2026	1757

Name / Address	
Theresa Fire Department Attn: Chief Stanke 302 Depot Rd Theresa, WI 53091	
E-mail	
info@ten2.us	

P.O. No.

Item	Description	Qty	Cost	Total
VP8000BKF2	EF Johnson VP8000, VHF, 7/800 MHz, Standard Keypad (M2), Black, Immersion, Wideband Antenna, KNB-L11M Battery (Li-Ion 3900mAh), Analog FM, P25 CAI AMBE+2, Analog Conventional, P25 Conventional, P25 Phase 1 Trunking, P25 Phase 2 TDMA, P25 CAI AMBE+2, 1024 Ch, Multi Key DES-OFB, ARC4 (ADP Compatible), Conventional Voting Scan, TrueVoice Noise Cancellation, WiFi, Bluetooth, Bluetooth Low Energy, KSC-52AK Desktop Charger, 3 Year Warranty List price \$5,341.55	20	2,910.00	58,200.00T
VM8000BF	Kenwood Single head Multi Band, VHF, 700/800 MHz Mobile KMC-65M Mic, Analog FM, P25 Conventional, P25 Phase 1 Trunking, P25 Phase 2 TDMS, P25 CAI AMBE+2, 1024 Channels, Multi Key DES-OFB, KCH-20RV Remote Head, KES-5A Speaker, ARC4 (ADP Compatible), Conventional Voting Scan, TrueVoice Noise Cancellation, WiFi, Bluetooth, Bluetooth Low Energy, 3 Year Warranty List Price \$6,751.90	8	3,870.00	30,960.00T
VM8000	Kenwood Multi Band dual head mobile KMC-65M Mic (2), Analog FM, P25 Conventional, P25 Phase 1 Trunking, P25 Phase 2 TDMS, P25 CAI AMBE+2, 1024 Channels, Multi Key DES-OFB, KCH-20RV Remote Head (2), KES-5A Speaker (2), ARC4 (ADP Compatible), Conventional Voting Scan, TrueVoice Noise Cancellation, WiFi, Bluetooth, Bluetooth Low Energy, 3 Year Warranty	2	4,695.00	9,390.00T

Sales Tax ..

Customer Signature

Page 1

Total

Ten 2 Communications LLC

3744 North Lovers Lane
Slinger, WI 53086

Estimate

Phone #	Fax #	Date	Estimate #
(262) 644-6929	(262) 644-0060	4/9/2026	1757

Name / Address	
Theresa Fire Department Attn: Chief Stanke 302 Depot Rd Theresa, WI 53091	
E-mail	
info@ten2.us	

P.O. No.

Item	Description	Qty	Cost	Total
sm8gwenc-ej	Fire mic for VP8000	20	449.99	8,999.80T
823000004	AES FIPS Multi-Key Encryption (optional)	30	300.00	9,000.00T
MB8UM	3/4" hole NMO Style Brass Mount w/17' RG58U & Crimp M-UHF Conn, Vehicular mobile radio mount	10	36.72	367.20T
nmo-150-450-758	NMO thru Hole Mounts	10	103.51	1,035.10T
Radio Programming	NMO tri-bank mobile antenna 150, 450, 758	30	50.00	1,500.00T
Installation	Radio Programming		0.00	0.00T
8326000001	Installation of communication equipment. 2.5 hours and 2 personal. Cost based on time and material	30	50.00	1,500.00T
RFU500	P25 Authentication	10	19.95	199.50T
	Conn, UHF Male Solder Plug for RG8 Cable Sizes, PL259 HD			

Quote is valid for 30 days; Terms are Net 30. 18% interest per annum will be charged for all invoices over 30 days past due.

Sales Tax .. \$0.00

Customer Signature _____ Page 2

Total \$121,151.60

Ten 2 Communications LLC

3744 North Lovers Lane
Slinger, WI 53086

Estimate

Phone #	Fax #	Date	Estimate #
(262) 644-6929	(262) 644-0060	4/23/2026	1763

Name / Address	
Theresa Fire Department Attn: Chief Stanke 302 Depot Rd Theresa, WI 53091	
E-mail	
info@ten2.us	

P.O. No.

Item	Description	Qty	Cost	Total
VM8000	Kenwood Multi Band dual head mobile KMC-65M Mic (2), Analog FM, P25 Conventional, P25 Phase 1 Trunking, P25 Phase 2 TDMS, P25 CAI AMBE+2, 1024 Channels, Multi Key DES-OFB, KCH-20RV Remote Head (2), (1) 17ft remote cable (1) 100 ft remote cable, KES-5A Speaker (2), ARC4 (ADP Compatible), Conventional Voting Scan, TrueVoice Noise Cancellation, WiFi, Bluetooth, Bluetooth Low Energy, 3 Year Warranty	1	4,695.00	4,695.00T
Misc Items	Change 17 Ft remote cable to 100 FT	1	228.00	228.00T
823000004	AES FIPS Multi-Key Encryption (optional)	1	300.00	300.00T
Radio Programming	Radio Programming	1	50.00	50.00T
Installation	Installation of communication equipment. Cost based on time and material		0.00	0.00T
8326000001	P25 Authentication	1	50.00	50.00T
RFU505	Conn, UHF Male Crimp for RG58/U, LMR200, Cbl Grp C, C2	1	19.95	19.95T

Quote is valid for 30 days; Terms are Net 30. 18% interest per annum will be charged for all invoices over 30 days past due.

Customer Signature _____

Sales Tax .. \$0.00

Total \$5,342.95

SPECIAL OFFER

for Wisconsin Public Safety Agencies

Start Date: April 1, 2026
End Date: March 31, 2027

VP8000

Model	Description
VP8000BKF2*	VHF, 7/800 MHz
List Price	Promo Price
\$5,341.55	\$2,910.00

*Option: Hi-Vis Green available at 20% off List Price

VM8000

Model	Description
Single Remote Head	VHF, 7/800 MHz Mobil
List Price	Promo Price
\$6,751.90	\$3,870.00
Dual Remote Head	VHF, 7/800 MHz Mobil
\$7,645.10	\$4,695.00

The KENWOOD Viking Radio promotion includes the following features:

- VHF
- 7/800 MHz
- Wideband Antenna
- KNB-L11M Battery (Li-Ion 3900mAh)
- KMC-65M Mic (Mobile)
- KSC-52AK Desktop Charger
- KBH-11 Belt Clip
- Analog FM
- P25 Conventional
- P25 Phase 1 Trunking
- P25 Phase 2 TDMA
- P25 CAI AMBE+2
- 1024 Channels
- Multi Key DES-OFB
- KCH-20RV Remote Head (Mobile)
- KES-5A Speaker (Mobile)
- ARC4 (ADP Compatible)
- Conventional Voting Scan
- TrueVoice™ Noise Cancellation
- WiFi
- Bluetooth
- Bluetooth Low Energy
- 3 Year Warranty

Software Options when purchased with radio

Software	Description	List Price	Promo Price
8324000002	P25 OTAR (OVER-THE-AIR REKEYING)	\$890.00	\$250.00
8324000003	OTAP (OVER-THE-AIR PROGRAMMING)	\$235.00	\$140.00
8323000004	AES FIPS Multi-Key Encryption	\$560.00	\$300.00
8326000001	P25 Authentication	\$120.00	\$50.00

Additional options and accessories can be added at the standard 20% off the list price. Contact your dealer for details.

Terms & Conditions:

- Only applies to models listed.
- Does not include codeplug conversion, programming, or installation.
- Freight and Tax Not Included.

EFJohnson

a JVC KENWOOD Company

v1_4.3.2026

**THERESA FIRE DISTRICT COMMISSION
BY-LAWS**

(Approved January 2004, Amended ??)

(The original May 6, 1991 Agreement has been incorporated into these By-laws.)

Article I. Purpose

The Theresa Fire District Commission was established on May 6, 1991 by an agreement made between the Town of Theresa and the Village of Theresa in Dodge County Wisconsin for the purpose of supporting the Theresa Volunteer Fire Department in the provision of mutual fire protection.

The Theresa Fire District Commission, hereafter referred to as 'Commission', will in the best interest of the Theresa Fire District administer the business of the Theresa Volunteer Fire Department, hereafter referred to as 'Fire Department'. (The Fire Department will continue to govern its internal affairs and operations using the By Laws of Theresa Fire Company No. 1.)

Article II. Commission Members

- a. The Commission shall consist of seven members with three members being appointed by and representing the Town of Theresa Board, three members being appointed by and representing the Village of Theresa Board, and one member being appointed by and representing the Fire Department.
- b. Commission members representing the Town and Village Boards must be residents of their perspective municipalities. The member representing the Fire Department may reside in either municipality.
- c. New commission members must be appointed at or before the first regular May meeting of the Town and Village Boards and the Fire Department.
- d. Commission members shall not hold office on the Town Board, Village Board or the Fire Department during their term.
- e. Terms shall run for three years, with one member in each municipality being appointed annually. The municipal members may serve consecutive terms.
- f. Resignation will be considered only upon written request to the respective Board or the Fire Department and the Commission. A successor must be appointed at the earliest possible date to complete that term.
- g. All Fire Department requests shall be directed to the Commission through the Fire Department representative. Likewise, Commission actions will be communicated to the Fire Department by the Department representative. Requests, concerns, issues, etc. of the municipalities will be directed to their respective Commission representatives for action at a regular or special Commission meeting. Likewise, Commission actions are to be reported to the Town and Village Boards via minutes of regular or special meetings.

Article III. Meetings

- a. The annual meeting of the Theresa Fire District Commission shall be held the third Tuesday in May. Officers shall be elected at this meeting.

- b. Other regular meetings shall be held bi-quarterly, on the third Tuesday of January, March, April, May, July, September and OctoberNovember. Officers may change the dates of these meetings for good and valid reasons. (Amended Sept. 20, 2011)
- c. Special meetings may be called by, or at the request of, the Chairman or Secretary. These meetings shall be made known a minimum of 24 hours in advance via phone or personal contact with all Commission members. In addition, an announcement stating the date, time, place, and reason for meeting shall be posted 24 hours in advance at the firehouse, village hall, and town hall. Business transacted at a special meeting is limited to the purpose or reason for which it was called. No member of the Commission shall have a veto right over calling special meetings.
- d. The order of business for all regular meetings shall be as follows:
 - 1. Call to order
 - 2. Secretary's report
 - 3. Treasurer's report
 - 4. Committee reports.
 - 5. Old business
 - 6. New business
 - 7. Adjournment
- e. The order of business for special meeting shall be as follows:
 - 1. Determine if quorum is present.
 - 2. Ratify purpose for the meeting via motion.
 - 3. Act on business posted.
- f. Decisions will be determined by a majority vote of the Commission. Five members shall constitute a quorum. If a vacancy exists due to resignation, death, etc., voting issues shall be tabled until such time as the vacancy has been filled.

Article IV. Election, Term and Duties of Officers

- a. Election and Terms of Officers
 - 1. The Commission shall elect a chairman, secretary and treasurer annually for a one-year term. Officers can serve unlimited consecutive terms. shall be eligible to serve a maximum of three consecutive terms.(Amended Sept. 20, 2011)
 - 2. Election shall be held at the annual meeting of the Commission. Election shall be by ballot vote. Outgoing members shall not be eligible to vote in this election and shall relinquish their duties immediately following the election.
- b. Duties of Officers
 - 1. Chairman
 - i. Shall preside at all meetings of the Commission. In his/her absence, the Secretary may serve as acting Chairman.
 - ii. Shall conduct business affairs of the Commission using generally established rules of good order.
 - iii. Shall be responsible for payment of all budgetary expenses and shall dually sign checks with the Treasurer.
 - iv. Shall be responsible for advising Commission members when and where meetings will be held and posting public notice of special meetings per Article IIIc.

- v. Shall be responsible for insuring that the oath of office is duly administered to all newly elected Fire Department officers within five days of their election.
2. Secretary
- i. Shall keep accurate minutes of the proceedings at all meetings of the Commission and provide these in writing to the municipalities no less than quarterly.
 - ii. Shall attend to all correspondence and shall be the custodian of all papers and books belonging to the Commission.
 - iii. Shall keep accurate attendance records of the meetings, and shall submit same to the municipalities no less than quarterly. The length of meetings shall be recorded and reported in like manner.
3. Treasurer (Amended March 31, 2026)
- i. Shall keep an accurate and complete record of all monies received and disbursed ~~and of all credit and property pertaining to fire protection.~~
 - ii. Shall deposit monies of the Commission received ~~by him/her~~ in a bank approved by the Commission
 - iii. Shall be responsible for payment of all budgetary expenses and shall dually sign checks with the Chairman.
 - 1. All expenses will be paid upon submission of a qualifying receipt or invoice. Payments will not be made from a statement.
 - 2. Expenses for attending authorized various seminars, conferences, conventions or otherwise engaged in fire department business should be reimbursed with qualifying receipts.
 - 3. Amount reimbursed for meals is actual up to \$40 a day. No compounding of reimbursements allowed. All tips are included in the above amounts.
 - iii.4. No alcohol purchase is reimbursable.
 - iv. Shall ~~present~~make an accurate report of the financial affairs at regular meetings of the Commission and forward these written reports to the municipalities no less than quarterly.
 - v. Shall submit the books for an annual audit or upon request of the Commission or either of the municipal boards. (Audit committee will consist of one person each from the Town Board, Village Board and Fire Department. Annual audit will be conducted in April.)
 - ~~vi. Shall be responsible for payment of all 911 expenses incurred by the fire district.~~
 - vii-vi. Shall insure that the 2% fire dues refunded annually by the state be disbursed in accordance with Wisconsin Statute §101.575(6)(a)

Article V. Committees

- a. No standing committees shall be specified. If needs warrant such, the Chairman shall appoint such members as necessary to assist or carry out duties required.
- b. The Commission will not become involved in the organization of fund-raisers as a committee.

Article VI. Funding

- a. The Commission shall prepare an annual operating budget to present to the Town and Village Boards by October ~~1st~~ ^{31st}. The budget specifies the dollars required to cover annual fire district protection as agreed to by the Town and Village. The budget shall include provisions for a building and grounds capital improvement fund. Replacement of vehicles or additional vehicle purchases will not be included in the operating budget. When the purchase of such equipment is necessary, the Commission will review the needs and make a recommendation to the Town and Village Boards. (Amended March 31, 2026)
- b. Funding will come from the Village of Theresa and Town of Theresa Boards on a 50/50 percent split basis. The Village of Theresa and Town of Theresa will provide these funds through an annual budget. Town and Village Boards according to an annually-adjusted rate for each municipality, to be determined by the equalized value of total real estate, personal property and improvements (including TIF districts) located in each municipality. The Town and Village Boards will provide these funds through their annual budgets. (Amended Sept. 16, 2008)
- c. Budgeted funds shall be dispersed from the municipalities to the commission Treasurer no later than the second Monday of January, April, July and October. The following percentage (or 25%) shall be disbursed each quarter:
 1. 50%
 2. 20%
 3. 15%
 4. 15%
- d. Non-budgeted funds shall be dispersed as required. The need for these funds shall be made known in writing to ~~either or~~ both municipal Boards, and will be dispensed only when this procedure has been adhered to. (Amended Sept. 16, 2008)
- e. Budgeted funds for capital improvements, set aside annually, shall be disbursed only with written approval of ~~either or~~ both municipal boards. (Amended Sept. 16, 2008)

Article VII. Insurance

The Commission will assist the Fire Department and Boards in providing adequate insurance for personnel, equipment, and liability. The Commission will perform the following duties:

1. Maintain an itemized list of real estate, vehicles, and other equipment. This list will contain descriptions of the above, current insured value, and current agency and/or company providing coverage.
2. Review existing insurance coverage and /or contracts on a timely basis.
3. Advise municipal Boards of insurance requirements for new equipment, capital improvements, etc.
4. Aid municipal Boards in the exploration of alternatives to existing coverage.

Article VIII. Amendments

- a. These by-laws shall be amended only by the Commission with approval of both Boards.
- b. These by-laws may be changed at a regularly scheduled or properly called special meeting of the Commission. A two-thirds plurality vote of all Commission members shall be required.

- c. In addition, such amendments shall have been laying over a twenty (20) day period. Amendments to these by-laws must be presented in written form to the Boards and Commission.

Approval of these By-laws, as stated in Article VIII above, is certified below.

This April 2026 amendment of the Theresa Fire District Commission By-laws has been reviewed and approved by the Town of Theres Board.

Signed this _____ day of _____, 2026

Chairman, Town of Theresa

Clerk, Town of Theresa

This April 2026 amendment of the Theresa Fire District Commission By-laws has been reviewed and approved by the Village of Theresa Board.

Signed this _____ day of _____, 2026

President, Village of Theresa

Clerk, Village of Theresa

This April 2026 amendment of the Theresa Fire District Commission By-laws, after having been approved the Town Board and the Village Board, has now been approved by a two-thirds plurality vote of the Theresa Fire District Commission and is put into effect as of this date.

Signed this _____ day of _____, 2026

Chairman, Theresa Fire Commission

Secretary, Theresa Fire Commission



102 Mill Pl | Mayville, WI | 53050
Station: (920)387.7989
Fax: (920)212.1282
mayvilleems@mayvillecity.com

May 2026 EMS Report – Village of Theresa

Mayville EMS responded to 9 calls within the Village of Theresa during May 2026, bringing the year-to-date total to 45 calls.

We are pleased to report that Officer Bhirdo and Chief Marcus have successfully completed their training and have received the necessary equipment and supplies to begin utilizing their newly acquired skills. We anticipate that the remaining officers will complete their training by the end of June.

There have been a few rumors circulating regarding extended EMS response times. We would like to share that our current response times to the Village of Theresa are averaging 8–12 minutes, which remains consistent with our service expectations and operational goals.

Looking ahead, the Ambulance Advisory Committee Meeting will be held on July 21, 2026. During this meeting, we will be reviewing with clerks from the villages, towns, and the City of Mayville to discuss EMS operations, service updates, and future planning initiatives.

As always, we appreciate the Village of Theresa's continued partnership and support. We remain committed to providing high-quality emergency medical services to your residents and look forward to our continued collaboration.

Respectfully submitted,

Julie Staffin
Director
Mayville EMS

NOTICE
Applications for Alcohol Beverage and Tobacco Licenses
Village of Theresa

I hereby certify that the following have applied to the Village Board of the Village of Theresa, Dodge County, State of Wisconsin, to sell, deal, and traffic intoxicating liquor and fermented malt beverages and/or tobacco products for the period ending June 30, 2027, in the following described properties in the Village of Theresa:

Class “B” Fermented Malt Beverage and Class “B” Intoxicating Liquor License

Polster Enterprises, Inc. – James C. Polster, Jr., Owner/Agent
Pioneer Keg, 122 S Milwaukee Street

Class “A” Fermented Malt Beverage License and Class “A” Intoxicating Liquor License

Condon Oil Company, Inc. – Kraig Bauman, Agent
Theresa Shell, 213 N Milwaukee Street

Confections for Any Occasion – Joel Bernhard, Owner/Agent
Confections for Any Occasion – 101 N Milwaukee Street

Dolgencorp, LLC – Kaleb Tatum, Agent
Dollar General Store #25533 – 100 Depot Road

Tobacco License

Condon Oil Company, Inc. – Kraig Bauman, Agent
Theresa Shell, 213 N Milwaukee Street

Dolgencorp, LLC – Kaleb Tatum, Agent
Dollar General Store #25533 – 100 Depot Road

Notice is further given that on Monday, June 15, 2026 at 7:00 pm the Theresa Village Board will meet at the Theresa Village Hall (292 Mayville Street) for the purpose of hearing anyone for or against the granting of these licenses and/or permits.

Becky Tellier – WCPC, MMC
Clerk – Treasurer
Village of Theresa

Posted this 21st day of May 2026

Operator Licenses for Approval

Term July 2026 - June 2027

					Term ending 6/30/2027
New	Renewal	2027 Paid	Name	Establishment	License #
	x		Karen Bernhard	Confections	1
	x		Claudine Carter	Confections	2
	x		Joel Bernhard	Confections	3
	x	pd	Philip Frey	American Legion - Post 270	4
	x		Dawn Liesener	Pioneer Keg	5
	x		Wendy Schoen	Pioneer Keg	6
	x		Alexia Weber	Pioneer Keg	7
	x		Logan Miller	Pioneer Keg	8
	X	pd	Lynnane Lamers	Condon Oil Company	9
	X	pd	Geralyn Billington	Condon Oil Company	10
	X	pd	Adam Anderson	Condon Oil Company	11
	X	pd	Joshua Grantman	Condon Oil Company	12
	X	pd	Breanna Deaver	Condon Oil Company	13
	X		Karlee Flasch	Theresa Athletic Association	14
	X		Terese Weiler	Theresa Athletic Association	15
x		pd	Patrick Jatczak	Theresa Athletic Association	16
	X		Julie Gorham	Theresa Athletic Association	17
	x	pd	Robin Qualmann	Dollar General	18
x		pd	Beth Trott	Dollar General	19
x		pd	Pamela Pautz	Dollar General	20
x		pd	Rose(Katrina) Kieckbusch	Dollar General	21
x		pd	Toni Rodriguez	Dollar General	22
	X	pd	Tanya Kuehn	Theresa Lions Club	23

RESOLUTION 2026-08

Approving the 2025 Compliance Maintenance Annual Report (CMAR)

WHEREAS, the Village of Theresa, Dodge County, Wisconsin (hereinafter known as the “Village”) has informed the Wisconsin Department of Natural Resources that the following actions were taken by the Village Board, and;

WHEREAS, the Village Board reviewed the Compliance Maintenance Annual Report which is attached to this resolution, and;

WHEREAS, the Village Board found that Inflow and Infiltration was a significant problem and has performed follow up work on the issue by amending our current ordinance regarding sewer lateral inspection requirements and repair or replacement.

THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Theresa accepts the 2025 Compliance Maintenance Report (CMAR) as submitted.

PASSED BY THE VILLAGE BOARD, of the Village of Theresa this 15TH day of June 2026.

Signed:

Jody Steger, Village President

Attest:

Becky Tellier, Village Clerk-Treasurer

2025 bulk water

DATE	CUSTOMER	NUMBER OF GALLONS	
5/5/2025	InterCon Construction, Inc	11000	\$83.74
6/11/2025	Brinkman Water	6500	\$64.71
8/5/2025	Brinkman Water	19500	\$145.83
10/17/2025	Brinkman Water	13000	\$107.22
TOTAL		50000	\$401.50

2026 bulk water

DATE	CUSTOMER	NUMBER OF GALLONS	
4/9/2026	MWM Rail Service	31800	\$188.89
TOTAL		31800	\$188.89

VILLAGE OF THERESA

REGULAR VILLAGE BOARD MEETING MINUTES Monday, May 18, 2026

The meeting of the Village Board of the Village of Theresa was called to order by Village President Steger at 7:00 p.m.

The Pledge of Allegiance was recited.

Roll Call

Trustees Present: Steger, Brandenburg, Polster, Haak, Billings, Bodden, Krapfl

Trustees Absent: None

Also Present: Chief Markus, Clerk-Treasurer Tellier, Public Works Director Jacobitz

The Open Meetings Law statement was acknowledged, and proper notice of the meeting was confirmed. The agenda was posted at Village Hall and on the Village website on May 13, 2026.

Motion by Bodden, second by Haak, to approve the meeting minutes as presented.

Motion carried unanimously.

The Board discussed the proposed partnership with the TAG Center. Discussion included:

- What benefit the partnership would provide to the Village
- Showing support and willingness to assist the TAG Center
- Whether non-resident pricing should be eliminated in favor of a flat fee structure for all users

No action was taken.

Clerk-Treasurer Tellier reported that the recycling grant application was submitted and the Village expects to receive approximately \$3,313 by June 1.

President's Report

President Steger shared the following:

- Appreciation was expressed to the Musack family for their thanks regarding the plant sent in memory of Gerald Musack.
- On behalf of the Village Board and residents, appreciation was extended to Sandra Koenigs for her three terms of service on the Board.
- Appreciation was also extended to Trustee Haak for 2.5 terms of service and to David Brandenburg for eight terms of dedicated service and commitment to the Village.
- Congratulations were extended to Jim Polster on his re-election after serving four terms on the Village Board.

The Board discussed sidewalks and crosswalks associated with the Highway 175 project. Discussion included:

- Possible sidewalk installation requirements near Dollar General to allow for a crosswalk
 - Existing crosswalks that currently connect to driveways instead of sidewalks. Planned corrections to those issues during the 2027 project work
-

Public Safety Committee Report by Chair Haak

The Police Department report was reviewed. Chief Markus noted that calls for service were down due to April weather conditions.

Chief Markus and Clerk-Treasurer Tellier also answered remaining questions related to the code recodification project, and the Village is awaiting further response from General Code.

Final EMR training and sign-offs to be completed by Mayville EMS for the police department officers.

The Fire Commission report was reviewed.

- Chris Giese resigned from the Fire Commission.
- An internal audit was completed; however, tracking was difficult due to the previous check issuance process utilized by the Commission.

No report was provided by the Fire Department.

Kevin Baerwald provided the Ambulance Committee report. Discussion included:

- Remaining collections activity
- Rent being paid through May
- Closing the post office box and utility accounts
- Access needed to the ambulance computer prior to storage at the Town
- Outstanding collections likely remaining unpaid
- Maintaining a small balance in the checking account until the Commission determines disposition of remaining funds

Motion by Trustee Haak, second by Trustee Krapfl approving the Operator Licenses for Beth Trott and Pamela Pautz. Motion carried, 7-0.

Motion by Trustee Haak, seconded by President Steger, approving the temporary beer licenses for the Theresa Legion Post. All were in favor.

Public Works Committee Report by Trustee Billings

- MCO is now onsite only on Mondays for approximately three to four hours. Lucas continues to submit monthly and annual reporting requirements.
- The DNR completed a sanitary survey walkthrough of the Village wells and made recommendations, including: Maintaining only one operational well and eliminating bulk water

sales after hours because the DNR advised that only Village employees should work on the water system.

- Brien Soto worked during the past week and has been completing assigned tasks successfully. The Village will wait to place him on-call until he becomes more familiar with operations.
- Sump pump discharge water flowing across sidewalks was discussed on Valley, Sycamore, Birchwood, and Milwaukee Streets.
- The Board discussed drainage concerns on McArthur Road. Grass and sod near the ditch and catch basin may need to be cut back to allow proper drainage flow. Public Works will do the work.
- The DOT is expected to send project plans out for bid in the fall. The Village expects to learn by July or August whether it will receive CDBG funding. Discussion also included:
 - Flashing lights near the depot and Highway 175
 - Crosswalk lighting near Confections and the school
 - Estimated state cost of approximately \$20,000 per light installation
 - Permit approval requirements by the State
 - Possibility of installing lighting after completion of the Highway 175 project

Motion by Trustee Brandenburg, second by Trustee Bodden, to proceed with the bids from Aubrey Electric, \$1,918.00, for running service to the picnic table (that will be repaired by Public Works) at River's Edge Park and to update the electric service at the Village Garage, \$3,959.00. Motion carried unanimously. This will be Phase 1 of the project at River's Edge Park. Phase 2 will be to possibly run electric service to the park pavilions in the future.

Motion by Trustee Billings, second by Trustee Brandenburg, approving the bid from Scott Construction, Inc. Option 1 to double chip seal Wisconsin Street and McArthur Road for \$93,718.00. Motion carried unanimously.

The Parks Committee Chair Krapfl reported:

- Bee mitigation efforts currently underway
- Plans to till sand at River Edge Park in the sandbox, volleyball court, and horseshoe pits
- Park usage during community events
- Possible repair or replacement options for the gazebo deck
- Painting and staining improvements for the gazebo
- Reminder that the parks on Willow and Highlander were required as "green space" under the developer's agreement
- Ordering directional signage for Village parks will take place in the future
- Creating a contest to name the park across from the dam
- Establishing a "Theresa Parks" Instagram account to promote park use and local businesses
- Repair or reconstruction needs for the River Edge Park pier

The Finance and Personnel Committee Chair Bodden reported:

- Appreciation for virtual approval to issue the RFP for audit services and annual PSC report assistance
- Budget-to-actual notes for unbudgeted items paid during the year
- Fuel surcharge increases being charged by Harters

Motion by Trustee Haak, second by Trustee Billings, approving payment of April bills totaling \$108,120.11 and payroll totaling \$34,251.82. Motion carried unanimously.

Motion by Trustee Haak, second by Trustee Brandenburg, approving the Budget-to-Actual Report for April. All were in favor.

Motion by President Steger, second by Trustee Haak, approving the April Treasurer's Report. All were in favor.

Motion by Trustee Brandenburg, second by Trustee Krapfl, approving the revision to the Employee Policy and Procedure Manual that the Village will pay basic and supplemental premiums for life insurance for all **eligible** employees **enrolled in the Wisconsin Retirement System**. Motion carried, 7-0.

Announcements were read by President Steger.

Trustee Bodden read the passage of Wisconsin State Statute section 19.85 (1) (g) and made the motion to convene into Closed Session at 8:10 pm, second by Trustee Haak. Roll call vote was taken and all were in favor.

Motion to return to Open Session at 8:52 pm made by Trustee Bodden and second by Trustee Haak. All were in favor.

President Steger declared the meeting adjourned at 8:52 pm.

Respectfully submitted,

Becky Tellier, MMC, WCPC
Clerk-Treasurer

RESOLUTION NO. 2026-09

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING

WHEREAS, the Village of Theresa, Dodge County, Wisconsin (the 'Municipality') owns and operates a water system (the 'System') as a public utility; and

WHEREAS, the Municipality plans to construct improvements to its water system on Milwaukee Street; the Municipality intends to apply for a Safe Drinking Water Fund Loan (the 'Loan') through the Wisconsin Department of Natural Resources (WDNR), Project No. 5655-01; and

WHEREAS, because proceeds from the Safe Drinking Water Fund Loan will not be available prior to commencement of construction on the project, the Municipality must provide interim financing to cover costs of the project incurred prior to closing on the Loan; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance monies from its funds on hand and reserve balances on an interim basis until Loan proceeds become available,

NOW, THEREFORE BE IT RESOLVED by the Village Board of the Village of Theresa, Dodge County, Wisconsin, that;

Section 1. Expenditure of Funds: The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until loan proceeds become available.

Section 2. Declaration of Official Intent: The Municipality hereby officially declares its intent to reimburse said expenditures with proceeds of the loan, the principal amount of which is not expected to exceed \$940,055.00

Section 3. Unavailability of Long-Term Funds: No funds for payment of the Project from sources other than funds on hand are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget of financial policies.

Section 4. Public Availability of Official Intent Resolution: This Resolution shall be made available for public inspection at the Municipal Clerk's Office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including subchapter II of Chapter 19, and shall remain available for public inspection until the Loan is issued.

Section 5. Effective Date: This resolution shall become effective upon its adoption and approval.

Passed by the Village Board of the Village of Theresa on June 15, 2026.

Jody Steger
Village President

Attest:

Becky Tellier
Village Clerk

RESOLUTION NO. 2026-10

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING

WHEREAS, the Village of Theresa, Dodge County, Wisconsin (the ‘Municipality’) owns and operates a sanitary sewer system (the ‘System’) as a public utility; and

WHEREAS, the Municipality plans to construct improvements to its sanitary sewer system on Milwaukee Street and the Municipality intends to apply for a Clean Water Fund Loan (the ‘Loan’) through the Wisconsin Department of Natural Resources (WDNR), Project No. 4633-05; and

WHEREAS, because proceeds from the Clean Water Fund Loan may not be available prior to commencement of construction on the project, the Municipality must provide interim financing to cover costs of the project incurred prior to closing on the Loan; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance monies from its funds on hand and reserve balances on an interim basis until Loan proceeds become available,

NOW, THEREFORE BE IT RESOLVED by the Village Board of the Village of Theresa, Dodge County, Wisconsin, that;

Section 1. Expenditure of Funds: The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until Loan proceeds become available.

Section 2. Declaration of Official Intent: The Municipality hereby officially declares its intent to reimburse said expenditures with proceeds of the Loan, the principal amount of which is not expected to exceed \$939,663.00.

Section 3. Unavailability of Long-Term Funds: No funds for payment of the Project from sources other than funds on hand are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget of financial policies.

Section 4. Public Availability of Official Intent Resolution: This Resolution shall be made available for public inspection at the Municipal Clerk’s Office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts, including subchapter II of Chapter 19, and shall remain available for public inspection until the Loan is issued.

Section 5. Effective Date: This resolution shall become effective upon its adoption and approval.

Passed by the Village Board of the Village of Theresa on June 15, 2026.

Jody Steger
Village President

Attest:

Becky Tellier
Village Clerk

PROFESSIONAL SERVICES AGREEMENT

Funding Administration

Village of Theresa

Milwaukee Street Reconstruction Project



Effective August 1, 2025

Kunkel Engineering Group

107 Parallel Street

Beaver Dam, WI 53916

920.356.9447

www.kunkelengineering.com

Agreement for Funding Administration Services

This is an agreement for professional funding administration services to be provided to the Village of Theresa, Wisconsin (hereinafter "VILLAGE"), by KUNKEL ENGINEERING GROUP (hereinafter "ADMINISTRATOR"), effective August 1, 2025.

I. SCOPE OF SERVICES

The funding administration services to be performed by the ADMINISTRATOR on behalf of the VILLAGE are described in Exhibit A, which is attached hereto and incorporated by reference herein. Time is of the essence in the performance of all phases of this Agreement.

II. COMPENSATION AND PAYMENT

The VILLAGE agrees to pay ADMINISTRATOR the following fees for the services. Rates and fees, when charged on a time and expense basis, shall be those listed in Exhibit A.

CDBG

Preparation and Submission of CDBG-PF Grant Application (includes income survey assistance and preparation of environmental review)	\$ 6,500.00
<u>CDBG-PF Grant Administration Services (if awarded)</u>	<u>\$20,000.00</u>
<i>Subtotal</i>	<i>\$26,500.00</i>

WDNR

Preparation of Safe Drinking Water Loan Program Application	\$ 2,500.00
Preparation of Clean Water Fund Program Application	\$ 2,500.00
Funding Administration of Safe Drinking Water Loan	\$ 8,000.00
<u>Funding Administration Clean Water Fund Loan</u>	<u>\$ 8,000.00</u>
<i>Subtotal</i>	<i>\$21,000.00</i>

Total Maximum Not to Exceed Fee: \$47,500.00

ADMINISTRATOR shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to the VILLAGE monthly. Invoices are due and payable within thirty (30) days of receipt. Invoices will show the total amount being invoiced, nature of work, and previous invoiced amounts where applicable.

III. NOTICES

This Agreement will be administered on behalf of the VILLAGE by the Village President of the Village of Theresa. All written notices shall be sent to the Village of Theresa, 292 Mayville Street, Theresa, Wisconsin, 53091.

This Agreement will be administered on behalf of the ADMINISTRATOR by Don Neitzel, General Manager of Kunkel Engineering Group. All notices shall be sent to Kunkel Engineering Group, 107 Parallel Street, Beaver Dam, WI 53916.

IV. APPENDICES

The following documents are included as Appendices to this Agreement:

Appendix A – Scope of Work and Hourly Rates

Appendix B – Conflict of Interest Clause (to be issued via addendum if awarded CDBG PF grant)

Appendix C – Potential Conflict of Interest Disclosure Form (to be issued via addendum if awarded CDBG PF grant)

Appendix D – Lobbying Certification Form (to be issued via addendum if awarded CDBG PF grant)

V. TERMINATION

This Agreement may be terminated by the VILLAGE, in its sole discretion, upon thirty (30) days' written notice to the ADMINISTRATOR. In the event of termination, the ADMINISTRATOR shall be paid in full for any services performed to the date of that termination.

VI. STANDARD OF CARE

ADMINISTRATOR will follow generally accepted industry practices, professional standards, and guidelines in the performance of its obligations under this Agreement.

VII. INDEMNIFICATION AND HOLD HARMLESS

Indemnification by Administrator: To the fullest extent permitted by Laws and Regulations, ADMINISTRATOR shall indemnify and hold harmless the VILLAGE, and its officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of ADMINISTRATOR or its officers, directors, members, partners, agents, employees, or consultants.

Indemnification by Village: To the fullest extent permitted by Laws and Regulations, VILLAGE shall indemnify and hold harmless the ADMINISTRATOR and its officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the VILLAGE or its officers, directors, members, partners, agents, employees, or consultants.

VIII. INDEPENDENT CONTRACTOR

It is agreed that ADMINISTRATOR shall be considered an independent contractor in the performance of its duties under this Agreement and its employees and agents shall not be considered employees of the VILLAGE for any purpose whatsoever. All duties and responsibilities undertaken pursuant to this Agreement will be for the

sole and exclusive benefit of the VILLAGE and ADMINISTRATOR and not for the benefit of any other party. This agreement shall not create a contractual relationship with any third party.

IX. RECORDS

ADMINISTRATOR shall keep all its records arising out of this Agreement for a period of seven (7) years after receipt of the final payment under this Agreement. ADMINISTRATOR understands that such records may be subject to the provisions of Wisconsin law relating to public records.

X. ASSIGNMENT AND SUBCONTRACTING

Subcontracting or assignment by ADMINISTRATOR of any portion of the services described in this Agreement without the express written approval of the VILLAGE is prohibited.

XI. CONFIDENTIALITY

All the reports, information, data, diagrams, plans, etc., prepared or assembled by the ADMINISTRATOR under this Agreement are the property of the VILLAGE and are confidential. The ADMINISTRATOR agrees that they shall not be made available to any individual or organization without the prior written approval of the VILLAGE unless such disclosure is required by law.

XII. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin and the rules and regulations of the Village of Theresa, as applicable.

IN WITNESS WHERETO, THE DULY AUTHORIZED AGENTS OF THE PARTIES AFFIX THEIR SIGNATURES.

KUNKEL ENGINEERING GROUP:

BY:  Date: 06/03/2026
Don Neitzel, General Manager

VILLAGE OF THERESA:

BY: _____ Date: _____
Jody Steger, Village President

EXHIBIT A – SCOPE OF SERVICES AND HOURLY WAGES

Task I CDBG Application

- A. Assist Village with Income Survey and submit final documents to CDBG by February 15, 2026
- B. Prepare and submit the Environmental Review
 - 1. Project Classification
 - 2. Environmental Review of:
 - a. Historic Properties
 - b. Floodplain Management
 - c. Wetland Protection
 - d. Water Quality
 - e. Endangered Species
 - f. Wild and Scenic Rivers
 - g. Air Quality
 - h. Man-made Hazards
 - i. Farmland Protection
 - j. Thermal Hazards
 - k. Noise
- C. Public Notice Requirements (if required)
- D. Coordinate and attend the first public hearing
- E. Determine Fair Housing Actions to be completed
- F. Prepare Project Area Map(s)
- G. Village to provide the following documents to the Funding Administrator:
 - 1. Biddable, approvable plans and specifications to be submitted with CDBG PF Application
 - 2. Proof of secured matching funds
 - 3. Financial data required for application as needed (GO Debt, Utility Rates, etc.)
- H. Submit CDBG – PF application by May 14, 2026

Maximum Not to Exceed Fee: \$6,500.00 (CDBG Application)

Task II SDWLP and CWFP Applications

- A. Prepare and electronically submit SDWLP and CWFP ITAs and PERFs by October 31, 2025
- B. Prepare SDWLP and CWFP Reimbursement Resolutions
- C. Work with Village Engineer on project budget
- D. Work with Village Engineer on Engineer's Report (to be submitted by Village Engineer to WDNR)
- E. Submit SDWLP by June 30, 2026
- F. Submit CWFP by September 30, 2026
- G. Assist WDNR with information needed to prepare Financial Assistance Agreements
- H. Coordinate Loan Closing with Village and WDNR (anticipated for early 2027)
- I. Village to provide the following documents to the Funding Administrator:

1. Three (3) years of most recent financial audits/statements
2. Current water/wastewater/Village budgets
3. ERF balance, annual deposit, and itemized asset list

Maximum Not to Exceed Fee: \$2,500.00 (SDWLP Application)

Maximum Not to Exceed Fee: \$2,500.00 (CWFP Application)

Task III CDBG Grant Administration

- A. Prepare and submit required documents for execution of Grant Agreement, including:
 1. Financial Management Contact Person
 2. Depository Certification Form
 3. Labor Standards Officer Designation Form
 4. Signature Certification Form
 5. STAR Authorization for Electronic Deposit Form
 6. W-9 Form for Village
 7. SAM Documentation
 8. Updated project budget and timeline
 9. Matching Funds Verification
 10. Village's Procurement Policy
 11. Miscellaneous correspondence with CDBG and Village representatives
- B. Assist with the preparation of bidding documents to ensure compliance with regulatory requirements
- C. Provide CDBG with copies of:
 1. Low Bid
 2. Bid Tab
 3. Letter of Recommendation
 4. Notice of Award
 5. Notice to Proceed
 6. Lobbying Certifications
 7. Potential Conflict of Interest Disclosure Form(s)
 8. Executed Construction Contracts
- D. Attend Preconstruction meeting
- E. Davis Bacon Payroll Compliance
- F. Conduct Employee Interviews
- G. Resolve underpayment issues with prime and subcontractors (if applicable)
- H. Coordinate completion of Fair Housing Actions
- I. Submit semi-annual reporting
- J. Submit MBE/WBE/Section 3 reports
- K. Coordinate the second public hearing and submit documentation to CDBG
- L. Prepare and submit reimbursement requests and financial journals
- M. Obtain and review copies of bank statements, deposits, canceled checks, etc.

- N. Coordinate single audit with Village's financial consultant
- O. Prepare and submit project closeout documents to CDBG
- P. Prepare and submit for electronic audit of files

Maximum Not to Exceed Fee: \$20,000.00 (CDBG Funding Administration)

Task IV WDNR SDWLP and CWFP Funding Administration

- A. Prepare and submit documents to WDNR required for loan closing, including:
 - 1. Proposal of Successful Bider
 - 2. Bid Tabulation
 - 3. Engineer's Letter of Recommendation
 - 4. Addenda
 - 5. Bid Advertisement
 - 6. Affidavit of Publication
 - 7. Bid Bond and Performance Bond
 - 8. Notice of Award
 - 9. Contract Agreement
 - 10. DBE Documentation
 - 11. Land Ownership Confirmation
- B. Attend Preconstruction Meeting
- C. Davis Bacon Payroll Compliance
- D. Conduct Employee Interviews
- E. Resolve underpayment issues with prime and subcontractors (if applicable)
- F. Prepare and submit reimbursement requests to WDNR
- G. Prepare and submit documents required for project closeout, including:
 - 1. Use of American Iron and Steel Certification
 - 2. DBE Good Faith Certification
 - 3. Cost and Effectiveness Certification
 - 4. Operation and Maintenance Manual Certification Checklist

Maximum Not to Exceed Fee: \$8,000.00 (SDWLP Funding Administration)

Maximum Not to Exceed Fee: \$8,000.00 (CWFP Funding Administration)

Recapitulation

CDBG Application	\$ 6,500.00
SDWLP Application	\$ 2,500.00
CWFP Application	\$ 2,500.00
CDBG Funding Administration	\$20,000.00
SDWLP Funding Administration	\$ 8,000.00
CWFP Funding Administration	\$ 8,000.00
TOTAL MAXIMUM NOT TO EXCEED:	\$47,500.00

2025-2026 Hourly Rates (to be held through project closeout)

Project Manager	\$200.00/hour
Funding Specialist	\$130.00/hour
Clerical/Administrative	\$ 85.00/hour

J.E. Arthur and Associates, Inc.

Agreement for Engineering Services

*Milwaukee Street Sanitary Sewer and Water Main Reconstruction,
Village of Theresa, Dodge County, Wisconsin*

Prepared for:
Village of Theresa
Becky Tellier, Clerk
292 Mayville Street
Theresa, WI 53091



548 Prairie Road
Fond du Lac, WI 54935
920.922.5703

Prepared by: Eric R. Otte, P.E., P.L.S.
May 29, 2026

Effective date: November 1, 2021

Table of Contents

Table of Contents 2

SCOPE OF SERVICES 4

FEE SCHEDULE 5

APPENDIX A Hourly Rate Schedule 7

APPENDIX B Fee Breakdown 8

APPENDIX C General Conditions 9



548 Prairie Road
Fond du Lac, WI 54935
Phone: 920.922.5703
www.jeaaa.com

May 29, 2026

Village of Theresa
Becky Tellier, Clerk
292 Mayville Street
Theresa, WI 53091

Re: Milwaukee Street Sanitary Sewer and Water Main Reconstruction, Village of Theresa, Dodge County, Wisconsin

Dear Becky:

J.E. Arthur and Associates, Inc. appreciate this opportunity to submit this agreement for engineering services to the Village of Theresa for the Milwaukee Street Sanitary Sewer and Water Main Reconstruction Project.

The attached proposal includes a detailed scope of services which we anticipate will be necessary for submission to the various approving authorities.

If there is any additional information that we can provide for your review, or if you have any questions regarding this proposal, please contact this office at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric R. Otte'.

Eric R. Otte, P.E., P.L.S.
President
J. E. Arthur and Associates, Inc.

SCOPE OF SERVICES

Topographic Survey and Mapping

A Topographic Survey will be performed over the corridor by taking field measurements to determine existing ground elevations and locations, utility locations and depths, and elevations of any existing structures and buildings. Dodge County GIS data and aerial mapping will also be utilized in creating the mapping. WiDOT drawings will also be utilized for the corridor mapping. A map showing the various structures and buildings and either spot elevations or contours will be the basis for all the required improvement plans.

Sanitary Sewer Improvements

Prepare drawings, specifications, cost estimates, and brief engineering report, for sanitary sewer mains and laterals to replace the existing clay sewer from Menomonie Street to Depot Road, approximately 2600 LF, including design and CAD services. The drawings and specifications will be prepared in accordance with the requirements of the Wisconsin DNR and the Village of Theresa and submitted to same for approval.

Water Distribution Improvements

Prepare drawings, specifications, cost estimates, pressure calculations, and brief engineering report for water mains and laterals to serve the corridor along Milwaukee Street from Menomonie Street to Depot Road, approximately 2500 LF, including design and CAD services. Services will also include pressure/flow tests of existing water mains if existing information is not available. The drawings and specifications will be prepared in accordance with the requirements of the Wisconsin DNR and the Village of Theresa and submitted to same for approval.

Bid Administration

Advertise for and obtain bids for each separate prime contract for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued. Attend pre-bid conferences and receive and process deposits for Bidding Documents. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Attend the bid opening, prepare bid tabulation sheets and assist in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

Construction Staking

Stake for construction the sanitary sewer, main, and streets and miscellaneous grading features on the site. It is understood that this will be a one-time staking of all features. Additional staking which may become necessary due to contractor negligence or otherwise will be billed at our standard hourly rates. We will notify Owner of such circumstances and recourse with the party responsible for the additional staking will be the Owner's responsibility. **Staking will be billed at our standard hourly rates** and will be performed on an as-needed basis, as determined by the contractor and owner.

Construction Observation

Inspect the construction of the sanitary sewer and water main. Obtain as-constructed information for use in preparation of as-constructed drawings. Manage pay requests and verify constructed quantities. **Inspection will be billed at our standard hourly rates** and will be performed on an as-needed basis, as determined by the municipality or owner.

As-Constructed Drawings

Obtain as-constructed information and document on a set of drawings. Submit to Village of Theresa for final project approval and acceptance.

FEE SCHEDULE

The fee for the services listed in the Scope of Services section will be based on our standard hourly rates (see attached schedule) and is estimated to be **\$281,140 (see appendix B for fee breakdown)**. In addition to our fees, all reimbursable expenses such as reproductions, direct project expenses, and review and approval fees required by the various agencies will be billed at actual cost.

Any additional services required due to changes, additions, or alterations beyond the original scope of the above services or beyond our control will be based on our standard hourly rates. If any such conditions arise, we will notify you of same.

The ownership of all original field notes, computer files and tracings shall be with J.E. Arthur & Associates, Inc. If desired, duplicate originals will be furnished at cost with the necessary liability disclaimer. It is agreed that invoices for the above services will be generated at the beginning of each month for the previous month's services and that payment will be due upon receipt of invoice.

Your signatures below will indicate your acceptance of this agreement.

Accepted:
VILLAGE OF THERESA

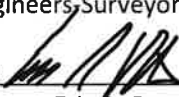
By: _____
Jody Steger, President

Date: _____

By: _____
Becky Tellier, Clerk

Date: _____

Sincerely,
J.E. ARTHUR AND ASSOCIATES, INC.
Engineers-Surveyors

By:  _____
Eric R. Otte, President

Date: 5/29/26

APPENDIX A

Hourly Rate Schedule

HOURLY RATE FEE SCHEDULE

effective January 1, 2026

Principal	\$175.00 - \$200.00
Registered Personnel	\$150.00 - \$175.00
Senior Technician/Inspector	\$125.00 - \$150.00
Crew Chief/Surveyor	\$100.00 - \$125.00
Field Assistant	\$85.00 - \$95.00
Computer/CAD Technician	\$85.00 - \$95.00
Secretarial	\$60.00 - \$70.00
Total Station/GPS Equipment	\$20.00/hour
Mileage	\$0.80/mile

APPENDIX B

Fee Breakdown:

Sewer Design:	\$ 40,000
Sewer Bidding:	\$ 5,000
Sewer CRS/Inspection:	\$ 85,570
Water Design:	\$ 40,000
Water Bidding:	\$ 5,000
Water CRS/Inspection:	\$105,570
Total:	\$281,140

APPENDIX C

General Conditions

General Conditions of Service

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services described in J.E. Arthur and Associates, Inc. (JEAAA) Proposal, are incorporated by reference into the foregoing Proposal and shall also be incorporated by reference into any Agreement under which services are to be performed by JEAAA for the Client. No agreement or understanding, oral or written, which in any way modifies or waives these General Conditions of Service, shall be binding on JEAAA (whether contained in the Client's purchase forms or otherwise) unless hereafter made in writing and executed by JEAAA's authorized representative.

Section 1: Scope of Work

- a. The scope of work and the time schedules defined in the Proposal are based on the information provided by the Client and shall be subject to the provisions of this agreement. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs JEAAA to change the original scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs, performance time, and/or terms and conditions thereunder, shall be executed by the Client and JEAAA as soon as practicable. JEAAA, at its discretion, may suspend performance of its services until such an Amendment has been executed and, if such an Amendment is not agreed to within a reasonable time, JEAAA may terminate this Agreement. In the event this Agreement is terminated pursuant to this Section, the Client shall pay JEAAA for all services performed prior to termination and termination expenses as set forth in Section 15c of these General Conditions of Service.

Section 2: Billings and Payments

- a. Payments for services and reimbursable expenses will be made on the basis set forth in the attached proposal. JEAAA shall periodically submit invoices for services performed and expenses incurred and not previously billed. Payment is due upon receipt. For all amounts unpaid after 30 days from the invoice date, as set forth on JEAAA's invoice form, the Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually. The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement.
- b. The Client shall provide JEAAA with a clear written statement within fifteen (15) days after receipt of the invoice of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute a waiver of any such objections and acceptance of the invoice as submitted.
- c. The Client's obligation to pay for the services performed by JEAAA under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reason, or contingency. Reasonable dispute resolution costs shall be awarded as determined by the adjudicator.

Section 3: Right of Access

- a. If services to be provided under this Agreement require the agents, employees, or contractors of JEAAA to enter onto the Project site, Client shall provide right-of-access to the site to JEAAA, its employees, agents and contractors, to conduct the planned field observations or services.
- b. If the scope of services includes, or is amended to include, the performance of exploratory borings or test pit excavations, Client will furnish to JEAAA all diagrams, and other information in its possession or reasonably attainable by Client indicating the location and boundaries of the site and subsurface structures (pipes, tanks, cables, sewers, other utilities, etc.) in such detail as to permit identifying, in the field, boring/test pit locations which will avoid interferences with any subsurface structures.
- c. JEAAA reserves the right to deviate a reasonable distance from prescribed or selected exploratory boring or test pit locations.
- d. JEAAA shall take reasonable precautions to minimize damage to the site due to its operations. At the Client's request, JEAAA will, to the extent reasonably practicable, restore the site to conditions substantially similar to those existing prior to JEAAA's operations.

Section 4: Safety

- a. It is understood and agreed that, with respect to Project site health and safety, JEAAA is responsible solely for the safe performance by its field personnel of their activities in performance of the required services. It is expressly agreed that JEAAA's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Project nor is JEAAA to review the adequacy of job safety on the Project. It is further understood and agreed, and not in limitation of the foregoing, that JEAAA shall not be in charge of, and shall have no control or responsibility over any aspect of the erection, construction or use of any scaffolds, hoists, cranes, stays, ladders, supports, or other similar mechanical contrivances or safety devices as defined and interpreted under any structural work act or other statute, regulation, or ordinance relating in any way to Project safety.
- b. Both parties agree to comply with applicable federal, state and local laws, ordinances and regulations.
- c. Current regulations promulgated by the Occupational Safety and Health Administration (OSHA) require that a "competent person" conduct inspections of excavations and review any supporting system if workers are to enter the excavations. See OSHA 29 CFR Part 1926 (Subpart P). Under the scope of work incorporated in this Agreement, JEAAA does not provide and has not assumed any duties of inspection and/or monitoring of excavations required of the "competent person" under OSHA 29 CFR Part 1926 (Subpart P). JEAAA has neither been assigned nor assumed the authority required of the "competent person" under OSHA 29 CFR Part 1926 (Subpart P).

Section 5: Samples

- a. Unless otherwise specifically provided in this Agreement or amendments thereto, JEAAA reserves the right to discard samples immediately after testing. Upon request, the samples will be shipped (shipping charges collected) or stored at the rate indicated in the proposal.

Section 6: Reports and Ownership of Documents

- a. JEAAA shall furnish up to two (2) copies of each deliverable item to the Client. Additional copies shall be furnished as a reimbursable expense plus 10 percent. With the exception of JEAAA reports to Client, all documents, including -field data, field notes, laboratory test data, calculations, estimates, and digital files such as .dwg's are and remain the property of JEAAA. The Client may request a copy of any data used (with the exception of .dwg's) in the preparation of documents but the information will be provided on a time and expense basis in excess of the contract value. Any information used by the Client or others shall be at the Clients risk and not subject to damage claims from JEAAA. The Client agrees that all reports and other work product furnished to the Client not paid for in full will be returned upon demand and will not be used for any purpose, including, but not limited to design, construction, permits, or licensing.

Section 7: Standard of Care

- a. JEAAA represents that it will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.
- b. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE, OR INTENDED BY THE RENDITION OF CONSULTING SERVICES OR BY FURNISHING ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE.
- c. Any exploration, testing, surveys, and analysis associated with the work will be performed by JEAAA for the Client's sole use to fulfill the purpose of this Agreement and JEAAA is not responsible for interpretation by others of the information developed. The Client recognizes that subsurface conditions beneath the Project site may vary from those encountered in borings, surveys, or explorations and the information and recommendations developed by JEAAA are based solely on the information available.
- d. JEAAA is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities at the Project site; or supervising, directing, controlling or otherwise being in charge of the actual work of the contractor, its subcontractors, or other materialmen or service providers not engaged by JEAAA.

Section 8: Hazardous Substances

- a. Upon entering into this Agreement, the Client shall notify JEAAA of all such hazardous substances which it knows or which it reasonably suspects are or may be present at or contiguous to the Project site or which may otherwise affect the services to be provided. Thereafter, such notification to JEAAA shall be required as soon as practicable after the Client discovers either the presence of hazardous substances which were not previously disclosed, increased concentrations of previously disclosed hazardous substances, or facts or information which cause the Client to reasonably suspect the presence of any such hazardous substances. Hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample and whether it exists in a solid, liquid, semi-solid, or gaseous form.
- b. If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where asbestos, dust, fumes, gas, noise, vibrations, or other particulate or nonparticulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the area of such conditions, Client shall immediately notify JEAAA of such conditions, potential health hazard, or nuisance which it knows, should know, or reasonably suspects exists and, thereafter, JEAAA is authorized by the Client to take all reasonable measures JEAAA deems necessary to protect its employees against such possible health hazards or nuisance.
- c. Following any disclosure as set forth in the preceding paragraphs, or if any hazardous substances or conditions are discovered or reasonably suspected by JEAAA after its services are undertaken, JEAAA may, at its discretion, suspend its services until reasonable measures have been taken at the Client's expense to protect JEAAA's employees from such hazardous substances or conditions. Whether or not JEAAA suspends its services in whole or in part, the Client and JEAAA agree that the scope of services, terms, and conditions, schedule, and the estimated fee or budget shall be adjusted in accordance with the disclosed information or condition, or JEAAA may, at its discretion, terminate the Agreement. In the event that this Agreement is terminated pursuant to this Section, the Client shall pay JEAAA for all services rendered prior to termination and all termination expenses as set forth in Section 15 of these General Conditions of Service.
- d. In the event that services under this Agreement may involve or relate to hazardous substances, or constituents, including hazardous waste (as defined by federal, state, or local statutes, regulations or ordinances), whether or not involvement or relationship was contemplated at the time this Agreement was made or when services by JEAAA began under this Agreement, the following conditions shall also be incorporated into the Agreement and be made applicable thereto:
 - d.1. In the event that samples collected by or received by JEAAA on behalf of the Client contain hazardous substances or constituents, including hazardous waste, JEAAA will, after completion of testing and, at Client's expense, (1) return such samples to Client, or (2) upon written request and using a manifest signed by the Client as generator, release such samples to a carrier selected by the Client to be transported to a location selected by the Client for final disposal. The Client agrees to pay

all costs associated with the storage, transport, and disposal of samples. The Client recognizes and agrees that JEAAA is acting as a bailee and at no time assumes title to said samples or substances.

- d.2. All laboratory and field equipment contaminated in performing services under this Agreement which cannot be reasonably decontaminated shall become the property and responsibility of the Client. All such equipment shall be delivered to the Client or disposed of in a manner similar to that indicated for hazardous samples above. The Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated and all other costs associated with the storage, transport, and disposal of such equipment.

Section 9: Construction Monitoring Services

- a. "Construction Monitoring Services" is defined as services, furnished by JEAAA to the Client, which are performed for the purpose of evaluating and/or documenting general conformance of construction operations or completed work with Project specifications, plans, and/or specific reports of the Project. Such services may include taking of tests or collecting samples of natural or manmade materials at various locations on a project site, and making visual observations related to earthwork, foundations, and/or materials. If the services to be provided by JEAAA under this agreement include or are amended to include Construction Monitoring Services, the provisions of this Section 9 shall be an integral part of this agreement and applicable thereto.
- b. The presence of JEAAA field personnel will be for the purpose of providing the client with a professional service based on observations and testing of the work which is performed by a contractor, subcontractor, or other materialmen or service provider. Such services will only be those specifically requested by the Client and agreed to by JEAAA. Discrepancies between construction operations or completed work and project requirements which are noted by JEAAA field personnel will be referred to the Client, or the Client's representative, as designated prior to JEAAA's involvement in the project.
- c. It is understood and agreed by the Client that the observation and testing of natural and/or man-made materials by JEAAA in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other materialmen or service providers, and the services rendered by JEAAA will in no way excuse such contractor, subcontractor, or other materialmen or service providers from liability in the event of subsequently discovered defects, omissions, errors or other deficiencies in their work. The presence or absence of JEAAA on the Project site will not affect any obligation of any contractor, subcontractor, or other materialmen or service providers to perform in accordance with the specifications and plans of the Project. The Client further understands that JEAAA is not a quality assurance representative for any contractor, subcontractor, or other materialman or service provider on the Project.
- d. The Client agrees to supply JEAAA with specifications, plans, and other necessary material for the Project pertinent to providing its services.
- e. Due to the nature of its services, observing and field testing the work of contractors, subcontractors, or materialmen or service providers on the Project, JEAAA cannot always be responsible for the schedule or length of time its field personnel remain on the Project site. The time JEAAA's field personnel spend on the Project site is dependent upon the schedule of the contractor, subcontractor or materialman, or service provider whose work they are observing and/or testing. JEAAA shall make reasonable effort to utilize its time on the Project site judiciously, but the Client understands and agrees that any delays, cancellations, rescheduling, overtime or other construction activities that may alter the anticipated number of hours and the anticipated costs of JEAAA on the Project site and that are beyond the control of JEAAA field personnel are legitimate and chargeable time and will be invoiced at the rates designated in the attached fee schedules if applicable.
- f. Part-time work is defined as Construction Monitoring Services provided by JEAAA where its field personnel are on the Project less than five (5) working days per week or less than forty (40) hours per week, or both. It is agreed that the Client will furnish JEAAA with a minimum of one working day's notice, or twenty-four (24) hours notice, whichever is greater, on any part-time work of JEAAA if field personnel are requested. JEAAA shall make reasonable effort to provide field personnel on all projects, but reserves the right to schedule its field personnel as it deems appropriate, including the scheduling of different field personnel from day to day on any given part-time project of JEAAA. The Client agrees to inform JEAAA of the anticipated services required by JEAAA field personnel on any day, including but not restricted to the kind and number of tests to be required and the anticipated amount of time the field personnel will be required on the Project site.
- g. All field personnel charges will be made on a portal-to-portal basis. Mileage to and from the Project site will be billed at the rate designated in the attached fee schedules as will any office engineering time needed to review, evaluate or analyze the field data. All calls made by the Client or the Client's representative to cancel requested part-time JEAAA field personnel must be received by JEAAA in time for JEAAA to notify field personnel before they leave for the Project site. JEAAA will make reasonable effort to contact its field personnel as quickly as possible, but reserves the right to bill the Client for the actual time spent in the event JEAAA received a cancellation call too late for it to intercept the field personnel enroute to the Project site.

Section 10: Opinions of Cost

- a. JEAAA's opinions of probable total Project costs and Project construction costs, if any, provided as part of the services under this Agreement are made on the basis of JEAAA's knowledge, experience, and qualifications and represent JEAAA's judgment as an experienced and qualified professional engineer, familiar with the construction industry; but JEAAA cannot and does not guarantee that proposals, bids, or actual total Project costs or Project construction costs will not vary from opinions of probable cost provided by JEAAA.

Section 11: Shop Drawings

- a. In the event that the scope of services includes review and approval of Shop Drawings or other data which contractor(s) are required to submit, JEAAA's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Project plans and specifications and shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
- b. JEAAA's review and approval of Shop Drawings or other data shall not relieve the contractor(s) from responsibility for any variation from the requirements of the plans and specifications unless the contractor(s) has, in writing, called JEAAA's attention to each such variation at the time of submission and JEAAA has given written approval of each such variation by a specific written notation incorporated into or accompanying the Shop Drawing or other data. Approval by JEAAA will not relieve the contractor(s) from responsibility for errors or omissions in the Shop Drawings or other data.
- c. JEAAA will accept Shop Drawings or other data submittals only from the contractor(s) required by the Project contract documents to furnish the Shop Drawings or data. JEAAA will reasonably promptly review and approve, or take other appropriate action in regard to, Shop Drawings or data properly submitted to JEAAA.

Section 12: Allocation of Risk

- a. Documents, including but not limited to, technical reports, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without JEAAA's written consent will be at Client's sole risk and without liability or legal exposure to JEAAA or to JEAAA's contractor(s) and Client shall indemnify and hold harmless JEAAA and JEAAA's contractor(s) from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.
- b. Under no circumstances shall JEAAA be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service providers to install work in accordance with the plans and specifications.
- c. JEAAA shall not be responsible for the discovery, presence, handling, removal, disposal of, or exposure of persons to, hazardous materials at the Project Site, including but not limited to asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances.
- d. Neither JEAAA, JEAAA's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this agreement or \$10,000, whichever is greater, by any reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

Section 13: Liability Insurance

- a. JEAAA represents that it and its agents, and consultants employed by it, is and are protected by Worker's Compensation insurance and that JEAAA has coverage under liability insurance policies which JEAAA deems reasonable and adequate. Upon request, JEAAA shall furnish certificates of insurance to the Client evidencing the risks insured against, and the limits of liability thereunder. In the event the Client requires specific inclusions of coverage in addition to that obtained by JEAAA, or increased limits of liability in JEAAA's liability policies, the cost of such inclusions or increased limits shall be borne by the Client. JEAAA shall not be responsible for claims, damages, losses and expenses arising out of or resulting from acts and/or omissions of the Client, its employees, agents, staff, consultants, contractors or subcontractors employed by it or by any other entity.

Section 14: Dispute Resolution

- a. All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "disputes") shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and JEAAA shall select by mutual agreement a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and JEAAA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.
- b. All mediation or arbitration shall take place in Appleton, Wisconsin unless Client and JEAAA agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties.

Section 15: Termination

- a. This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. The only exceptions to this seven-day written notice condition are JEAAA's rights to terminate this Agreement as set forth in Sections 1, 4 and 8 of the Agreement.
- b. In addition, JEAAA may terminate this Agreement if the Client suspends JEAAA's services for more than sixty (60) consecutive days through no fault of JEAAA.
- c. In the event of a termination for convenience, JEAAA shall be entitled to payment for the services satisfactorily performed prior to termination, plus reasonable termination settlement costs.

Section 16: Employment

- a. Client agrees that, prior to the completion of JEAAA's services on the Project, Client and its officers, agents or employees shall neither (1) offer employment to JEAAA's employees, (2) advise JEAAA's employees of employment opportunities with Client, Client's parent or affiliate organization(s), if any, nor (3) inquire into employment satisfaction of JEAAA's employees.

Section 17: Independent Contractor

- a. The relationship between the Client and JEAAA created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and no such person or entity is intended to be or shall be construed as being, a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by JEAAA's authorized representative.

Section 18: Severability

- a. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

Section 19: Section Headings

- a. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein.

Section 20: Survival

- a. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and JEAAA shall survive the completion of services and the termination of this Agreement.

Section 21: Assigns

- a. Neither the Client nor JEAAA may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement without the written consent of the other party.

Section 22: Choice Of Law

- a. This Agreement shall be governed by the law of the State of Wisconsin.

Section 23: Written Notice

- a. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.



April 16, 2026

Theresa Historical Society
Attn: Jason Jacobitz
292 Mayville St.
Theresa, WI 53091 (920-488-4003) dpwdirector@villageoftheresawi.gov

Proposal

We propose to furnish Electrical work, to include:

1. To remove conduit and outlet run across open ceiling, (no permit required)

The above work will be completed for the sum of.....\$135.00
One hundred thirty five dollars and no cents

Initial if Approved

2. To wire New Bathroom:

- (1) Electrical permit / fee
- (1) Occupancy switch
- (1) Recessed light
- (1) Exhaust fan wired (provided, installed, and vented by HVAC contractor)
- (1) Wall heater wired (provided by HVAC contractor)

The above work will be completed for the sum of.....\$1,492.00
One thousand, four hundred ninety two dollars and no cents

Initial if Approved

3. To add (8) duplex receptacles on (2) 20 amp circuits, (using surface mount wiremold), includes electrical permit / fee.

The above work will be completed for the sum of.....\$3,018.00
Three thousand eighteen dollars and no cents

Initial if Approved

4. To provide new circuit and rewire ceiling fixtures (currently knob and tube), includes electrical permit / fee.

The above work will be completed for the sum of.....\$2,943.00
Two thousand nine hundred forty three dollars and no cents

Initial if Approved



4.1 To flip switches from stairway to into second floor room, includes electrical permit / fee.
Based on approval of #4 to be able to complete, due to it being in knob and tube wiring.

The above work will be completed for the sum of.....\$50.00
Fifty dollars and no cents

Initial if Approved

Notes:

- Work to take place June 2026 or after.
- Hole from Item #4.1 to be patched by others or we can install a blank plate over the hole.

Terms and Conditions:

- This price is available for 15 days and subject to change thereafter.
- Progress payments to be made according to construction schedule.
- Utility fees including transformer pad and lateral conduits / conductors, and any other items not specifically delineated in this proposal are not included in this price.
- All work is estimated to be performed during first shift hours.
- Price does not include trenching in frost condition.
- Light fixture openings do not include independent support of fixture or assembly / installation of decorative hardware including crystals.
- Light fixtures located on mirrors / glass to be installed by mirror / glass contractor.
- All lamps supplied by Aubrey Electric, Inc. (including LED) will be covered strictly by the manufacturer's warranty. Labor to replace lamps for any reason will be billable.
- Items not located and marked by Digger's Hotline are the responsibility of the Customer. Customer agrees that Aubrey Electric is not responsible for damage to unmarked private utilities including, but not limited to gas, power, communications, cable, water, irrigation systems, invisible fencing, etc.).
- If unforeseen spray foam, blocking in walls, or any other obstacles present behind finished walls exist, pricing of proposal may be affected.
- Aubrey Electric, Inc. shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Customer shall not be entitled to any damages resulting thereof.
- All materials are subject to availability and may affect lead time or contract dates of completion due to unforeseen events related to the COVID-19 pandemic or any future epidemics, manufacturer closures, and/or natural disasters beyond our control.
- A complete explanation of our terms of sale is available upon request.

We appreciate the opportunity to provide this quote.

Sincerely,

Daryn Dobraff

I accept this proposal and the sales terms and conditions of Aubrey Electric, Inc.

Customer Signature

Date

Village of Theresa
Clerk-Treasurer's Administrative Report
Meeting Month: May 2026
Prepared by: Becky Tellier, Clerk-Treasurer

Regular Monthly Duties

- Prepared agendas, packets, and minutes for Village Board and committee meetings.
 - Processed accounts payable and accounts receivable; coordinated check runs and electronic payments.
 - Processed payroll, payroll tax deposits, and benefit withholdings.
 - Completed routine bank deposits and continued work on monthly bank reconciliations.
 - Responded to resident, trustee, and staff inquiries by phone, email, and in person.
 - Processed utility payments and tracked delinquencies.
 - Maintained Village records, filing, and retention per statutory requirements.
 - Posted required public notices on the Village website, and outside Village Hall.
-

Projects & Notable Tasks – May

*May Harter's Fuel
Surcharge \$855.76*

- **Legal Counsel**
 - Continue working with Dempsey Law regarding Bertram Communications
- **Provided Open Records Requests**
- **Utility Billing and Theresa Community Connect Users = 352** (Auto Pay = 147 accounts)
 - 76 second notices in May
 - 34 door hangers
 - 0 disconnections
- **Audit and PSC Annual Report**
 - After review of the draft Financial Reports I requested a Teams meeting with our Baker Tilly auditors
 - Participated in 4 Teams meetings with potential audit firms
 - Entered 30 audit adjusting entries (7 pages)
- **Alcohol & Tobacco Retailer Licenses and Operator Licenses**
 - Continue review of documents and request missing items or additional information
- **Elections**
 - The Wisconsin Election Commission has a new **Election Law & Administration in Wisconsin Manual (ELAW)** published with only 994 pages!
 - The new **Election Day Manual** is also out (303 pages)
 - **June 25** is our deadline to have absentee ballots postmarked for the August 11 election
 - Sandy Leonard is taking election training and will be helping with future elections and possibly becoming a Chief Inspector
- **Department of Revenue**
 - Filed Form C, Municipal Financial Report May 4
 - Filed Form PC-226, Tax Exempt Property Report May 27
 - If previous tax exempt properties did not return the form to me they could be subject to the assessor assigning value to the property and having to pay taxes