VILLAGE OF THERESA

Agenda for Meetings to take place Monday, November 16, 2026

Public Safety Committee – 6:30 pm – Location: 292 Mayville Street

1. Call the meeting to order
2. Approve the October 19, 2026, Public Safety Committee Meeting minutes
3. Discuss Police Department Report
4. Mayville EMS Report pg 4-5
5. Theresa Ambulance Committee
    a) Draft minutes from 11-5-2026 pg 6
6. Fire Commission Report
7. Fire Department Updates
8. Approve Operator Licenses – Phoenix Montgomery
9. Approve other Licenses or Permits - none
10. Discuss and possibly take action on maintenance needs and future use of the PD Building
11. Future agenda items
12. Adjourn

Public Works Committee – 6:30 pm – Location: 292 Mayville Street

1. Call the meeting to order
2. Approve the September 21 and October 19, 2026, Public Works Committee meeting minutes pg 8-9
3. Discuss DPW daily operations and work by Midwest Contract Operations (MCO)
4. Discussion with possible action on a generator for Well 1 (in addition to the generator would be a concrete pad by Hechimovich for $4000) pg 10-26
5. Discussion with possible action on brush pile at Rivers Edge Park
6. Discussion with possible action on Street Opening Permit request from Alliant Energy for replacing up to 10,000 feet of new gas main (permit fee is $100 per opening good for 30 days) pg 27-29
7. Discussion with possible action on leak monitoring policy pg 30-32
8. Accept and acknowledge the donation of topsoil from River View Hills
9. Future Agenda Items
    a. Discuss angle parking on Henni Street during the Highway 175 reconstruction project
    b. Discuss tree planting/removal and budgeted funds
    c. Discuss building and property inspection and repairs
10. Adjourn

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

1. Call Meeting to Order
2. Pledge of Allegiance
3. Roll Call of Members
4. Open Meeting Statement – Notice of this meeting was properly posted and published on the Village website on November 12, 2026.
5. Public Comments
6. Consent Agenda

a. Approve the minutes of October 19, 2026, Regular Village Board Meeting pg. 33-35

7. New Business
   a. Discuss and possibly approve changes to Employee Policy and Procedure Manual to take effect January 1, 2027
   b. Discuss and possibly approve Ordinance 2026-05: Establishing Procedures for Refunds of Nominal Property Tax Overpayments pg. 36-37
8. Update on Highway 175 DOT Project
9. Administrative Report as presented by Clerk-Treasurer Becky Tellier
   a. Review Clerk-Treasurer's Report of Monthly Activity for October 2026 pg. 38-39
10. Library Board Report given by Trustee David Brandenburg
11. Village President's Report given by President Jody Steger
12. Public Safety Committee Report given by Trustee Joseph Haak, Chair
   a. Discuss Police Department Report
   b. Mayville EMS Report pg. 4-5
   c. Fire Commission Report
   d. Theresa Ambulance Service
      i. Draft minutes from 11-5-2026 pg. 6
   e. Fire Department Updates
   f. Approve Operator Licenses – Phoenix Montgomery
   g. Approve other Licenses or Permits - none
   h. Discuss and possibly take action on maintenance needs and future use of the PD Building
   i. Future Agenda Items
13. Public Works Committee Report given by President Jody Steger, Chair
   a. Discuss DPW daily operations and work by Midwest Contract Operations (MCO)
   b. Discussion with possible action on a generator for Well 1 (in addition to the generator would be a concrete pad by Hechimovich for $4000) pg. 10-26
   c. Discussion with possible action on brush pile at Rivers Edge Park
   d. Discussion with possible action on Street Opening Permit request from Alliant Energy for replacing up to 10,000 feet of new gas main (permit fee is $100 per opening good for 30 days) pg. 27-29
   e. Discussion with possible action on leak monitoring policy pg. 30-32
   f. Accept and acknowledge the donation of topsoil from River View Hills
   g. Future Agenda Items
      i. Discuss angle parking on Henni Street during the Highway 175 reconstruction project
      ii. Discuss tree planting/removal and budgeted funds
      iii. Discuss building and property inspection and repairs
   ~~h. Future Agenda Items~~
14. Parks Committee Report given by Shawn Krapfl, Chair
15. Finance/Personnel Committee Report given by TR Pat Bodden, Chair
   a. Discuss transition from Empeople Credit Union to National Exchange Bank & Trust
   b. Approve payment of October 2026 bills in the amount of $96,586.36 and payroll in the amount of $23,932.26
   c. Approve the Fund Summary Report/Budget to Actual for October 2026
   d. Approve the October 2026 Treasurer's Report

16. The Committee will convene, upon passage of the proper motion and roll call vote, into closed session pursuant to Wis. Stat. § 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, and Wis. Stat. § 19.85(1)(c) to consider employment, compensation, and performance evaluation data of a public employee over which the Village Board exercises responsibility. (Roll Call Vote)
    a. Review Employment Contract
17. Reconvene in open session
18. Take action, if any, on matters discussed in closed session
19. Announcements
    a. Budget Public Hearing – Monday, November 23, 6:15 pm
    b. Committee Meetings and Regular Village Board – Monday, December 21
20. Adjournment

Action on the above agenda items may be taken in any order.

This agenda was posted as required by law at the Village Hall and on the Village website.

Becky Tellier - WCPC, MMC
Village Clerk – Treasurer

Posted on the 13th day of November 2026

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

Mayville EMS-Village of Theresa

Monthly Update-October 2026

Calls for Service

During the month of October, Mayville EMS responded to 8 calls for service in the Village of Theresa, bringing our YTD total to 83 calls.

New EMS Facility

We continue to move forward with plans for our new EMS/Training Center facility. We are on the final phase of meeting to complete the plans.

Staffing

We have received approval to move forward and have officially opened applications for full-time AEMT positions. Our goal is to fill one position in January and a second position in May as we continue to strengthen our staffing and service coverage.

Monthly Training

October's training served as our fourth-quarter session with Medical Control, focusing on the review of patient calls and cases. These reviews provide valuable learning opportunities, allowing our team to reflect on past experiences, strengthen our knowledge, and better prepare for future patient care situations.

Respectfully submitted,

Julie Staffin
Director
Mayville EMS



MAYVILLE EMERGENCY MEDICAL SERVICES

October REPORT

TOTAL CALLS FOR **2026:**

1305

Municipality	October	Year to Date
City of Mayville	67	738
Town of Leroy	3	41
Town of Lomira	13	75
Town of Theresa	8	58
Village of Iron Ridge	13	52
Village of Lomira	23	207
Village of Theresa	9	83
Mutual Aid	1	14
Mutual Aid Received	0	1
IFT	2	37

Unit	Oct	YTD
1st	111	1063
2nd	25	210
3rd	3	31
4th	0	0

Contact Us: 920-387-7989
www.mayvillecity.com

Thank you for your continued support!

Draft

THERESA AMBULANCE DECOMMSSIONG MEETING
MINUTES FROM
November 5th 2026

1. Meeting called to order at 6:30
2. Roll call taken. Rick Geiger, Chris Giese. Rick Fink, Mike Kannaenburg.
    a. Ken Lau absent. Quorum present.

3. Motion to accept minutes from June 18 2026 meeting as presented. Rick Geiger first, Chris Giese 2nd. All in favor. Motion carried,
4. Payment of bills as presented. Bank statement reviewed as of 10/22.
*Quick book paid. *Charter bill paid. *Final payment of WE. *Shred- it bill paid. The last 7 years will be kept under secure premises. *Safety deposit box Canceled.
*Checking turned over to interest paying 1.98% interest paid. Balance carried $7524 remaining in checking
Bodden Trust. EMR account set up at the Mayville Savings bank. $2000 will be moved into that account Motion to accept financial statement as presented. Rick Fink Second Chris Giese. Motion carried.
5. Bill from Stryker $1983.60 for a 3-year contract. 2024-2027. No longer requiring this service. No information regarding this contract. Further communication needed with the company. No description of what type of service was provided. Will follow up with company regarding out intention to pay for this service. No contract available. Kevin not available to provide any information. Chris Giese will follow up for more information. (Annual maintenance for cot and stretcher per information from Warren Stanke)
6. Update on EMR Program. Class will start on November 30th. Classes will run through March, on Monday nights. 9 internal participants. Will contact Dr. CJ after class in underway. Acquire a vehicle and once class is through and then open up to the community. EMR member status will be acquired. Will work on estimated budget for next step. Open discussion with questions answered. $12000 to EMR program for remaining money to Ambulance Motion Ken and second by Rick G. all in favor.
7. Discussion regarding maintaining the checkbook with remaining money.

Public Works Committee Minutes
September 21, 2026, 6:30
Attendance: Trustees Brandenburg, Billings, Polster,
Notable Attendees: DPW Director Jason Jacobitz,
Excused: Chair / President Steger

1. Meeting was called to order at 6:30 pm
2. Motion by Brandenburg, Second by Polster to approve the minutes from August 24th and August 31, 2026 Meeting as presented. Motion Carried.
3. Discussed daily DPW operations and work by MCO.
4. Discussed update on Church, Wisconsin & McArthur Street repairs and line painting.
5. Discussed the purchase and installation of a generator for well number 1. Quotes are coming in.
6. Discussed update on 2027 Highway 175/Milwaukee Street Construction Project (October 22 DOT 6pm meeting at Town Hall.)
7. Discussed Brush Pile
8. Motion by Polster 2nd by Billings to approve a brush/broom for the John Deere Tractor.
9. Discussed Weekend Operator duties and pay.
10. Discussed Weekend and holiday leak monitoring. Agree.d with the finance committee to end weekend and holiday monitoring 12/31/26
11. Update on 2027 Highway Milwaukee Street Construction Project. Committee is going to inquire about adding 12" PVC pipe per side under the sidewalk to be available for future cable installation.
12. Future agenda items included:
    a. Recycling Ordinance (need to update per DNR to adopt new code language)
    b. Discuss Angle parking on Henni during 175 construction

Motion by Polster , Second Billings by to adjourn at 6:58pm.

Public Works Committee Minutes
October 19, 2026, 6:30
Attendance: Trustees Brandenburg, Billings, Polster, President Steger
Notable Attendees: Director Jacobitz was excused from the meeting.

1. Meeting was called to order at 6:30 pm
2. Minutes from the Sept 21 2026 meeting were not available at the meeting.
3. Discussed proposals for snow plowing and removal in the Village. Motion by Billings, 2nd by Brandenburg to approve the proposal from Kin-X for snow removal during the 2026/2027 snow season.
4. Discussed daily DPW operations and work by MCO.
5. Discussed update on Church, Wisconsin & McArthur Street repairs and line painting.
6. Discussed the purchase and installation of a generator for well number 1. Quotes are coming in.
7. Discussed Brush Pile at Rivers Edge Park
8. Discussed street opening request from Alliant Energy to replace up to 10,000 feet of new gas main. Committee agreed to allow the winter opening of streets at the normal fee of $100 per property.
9. Future agenda items included:
    a. Discuss Angle parking on Henni during hwy 175 construction
    b. Discuss Tree Planting / Removal and budgeted funds.
    c. Discuss Building & Property inspection and repairs.

Motion by Brandenburg , Second Billings by to adjourn at 6:58pm.

920 979-4107
LUKE LUEDTKE ELECTRIC
COMMERCIAL RESIDENTIAL INDUSTRIAL
lhluedtke@gmail.com

09/21/26

Village of Theresa
C/O Jason Jacobitz

Well #1 electrical service and standby generator

The following is quoted:

Remove existing 240V 3phase grounded B service equipment and riser

Provide and install new 200 amp 120/208V 3 phase service equipment
- 200-amp 3 phase meter socket
- 1 – 2" service riser
- 1 – new service grounding
- 1 – 200-amp 3 phase 30 space panel
- 1 – Re- feed existing lighting and outlets
- 1 – Re-feed existing well motor frequency drive

Provide and install new 45KW Winco standby diesel generator

- 1 – 200-amp Service Entrance rated 3 phase transfer switch
- 1 – 45KW diesel generator with 180-gallon tank (provide 40 hrs. run time)
- 1 – 12V battery, block heater, battery charger, remote E stop
- 1 – Conduit from generator to well house and wiring for complete generator system
- 1 – Standard 2-year limited warranty
- 1 – Start up

Procure electrical permit

Price as quoted for diesel generator: $60,465.00

Price as quoted for propane generator: $56,236.00
Same electrical set up, same Winco brand

ELECTRIC
A Division of Teko Mechanical, Inc

PO Box 1022 • Waukesha, WI 53187 • 262-547-5800 • 262-547-5831 [fax]

September 2nd, 2026

Mr. Jason Jacobitz

Re: Well #1 Service and Generator

Dear Mr. Jacobitz,

Thank you for the opportunity to provide a quote for the above-referenced project. We propose to furnish and install labor and materials needed to complete this project per the information provided for the sum
of.....**$49,365.00**

General

- (1) Procure electrical permit

Demolition

- (1) Remove existing service equipment, wire and conduit.

Distribution

- (1) Install new 150amp 240V service
- (1) 150amp meter socket
- (1) 150amp 3 phase 30 circuit panel
- (1) 2" Ridgid service riser
- (1) proper grounding

Branch Circuitry

- (1) Reconnect existing branch circuitry on dedicated proper size breakers in new panel

Generator

- (1) 30kw 240v 3 phase diesel Generac generator
- (1) Cold weather kit w/battery
- (1) 200a 3 phase automatic transfer switch
- (1) Generac Link Manager for remote monitoring and control
- (1) Standard 2-Year limited warranty
- (1) Startup and training

ELECTRIC
A Division of Teko Mechanical, Inc

PO Box 1022 • Waukesha, WI 53187 • 262-547-5800 • 262-547-5831 [fax]

Insurance

- Price based on the following insurance limits
  - Commercial General Liability:
  - Each Occurrence - $1,000,000
  - Damage to rented premises (Each Occurrence) $300,000
  - Med Exp (Any one person) - $10,000
  - Personal & Adv Injury - $1,000,000
  - General Aggregate - $3,000,000
  - Products – Comp/OP Aggregate - $3,000,000
  - Automotive Liability:
  - Combined Single Limit - $1,000,000
  - Umbrella Liability:
  - Each Occurrence - $5,000,000
  - Aggregate - $5,000,000
  - Prods Completed Ops - $5,000,000
  - Workman's Compensation:
  - E.L. Each Accident - $1,000,000
  - E.L. Disease – Each Employee - $1,000,000
  - E.L. Disease Policy Limit - $1,000,000
  - Pollution/Environment - $1,000,000
  - Contractors E&O - $1,000,000
  - Additional coverage above and beyond the above is available at the customer's expense and is not included in this proposal.

We hope this information is sufficient for your needs. Please do not hesitate to contact us if you have any questions.

Sincerely,

Josh Peterson
Master Electrician
Teko Electric

Total Energy Systems

Job Name: Village of Theresa
Quote Number:0027372305
Quote Submitted: 10-02-2026
Valid Through: 11-01-2026
Version 1.00

With the uncertainty of the economy and the changes in commodities costs, this proposal is valid for 30-Days. Meaning equipment on this proposal needs to be released for production by 10/31/26 to maintain pricing.

Please note this project is subject to possible tariff surcharges, see section two (2) of our terms & conditions.

"Proven Provider of Critical Power Solutions"

To: **Village of Theresa - Well No. 1** From: Total Energy Systems, LLC

Generator

Rehlko Model: 50REOZK
This diesel generator set equipped with a 4P8X alternator operating at 120/240 volts is rated for 50kW/62 kVA. Output amperage: 150

Qty	Description	
	50REOZK Generator System	
1	50REOZK Generator Set	
	Includes the following:	
	Literature Languages	English
	Approvals and Listings	UL2200 Listing
	Engine	50REOZK, 12V, 60Hz, KDI3404TM
	Nameplate Rating	Standby 130C Rise
	Voltage	60Hz, 120/240V, Delta, 3Ph, 4W
	Alternator	4P8X
	Cooling System	Unit Mounted Radiator, 50C
	Skid and Mounting	Skid/Tank
	Air Intake	Heavy Duty
	Controller	APM402
	Enclosure Type	Sound
	Enclosure Material	Steel
	Enclosure Silencer	Internal Silencer
	Fuel Tank Type	State
	Fuel Runtime (Approx.)	24 Hours
	Subbase Fuel Tank Capacity	142 Gallons
	Fill Pipe/Spill Fill Options	5 GalSpillContain,6"FromBottom
	High Fuel Switch	High Fuel Switch
	Starting Aids, Installed	1000W,110-120V
	Electrical Accy.,Installed	Battery, 1/12V, Wet

Two (2) Hours are Included using a portable resistive load bank
Training session to be completed same day as startup. If not, return trip and PO is required

2. Contractor shall coordinate and schedule startup and shall be responsible for **ADDITIONAL field service costs** if startup cannot be completed in time allowed as a result of incomplete installation.

* Normal business hours are M-F 8:00AM to 4:30PM.
After hours Startups are available for an additional charge. Standard published rates apply.

CLARIFICATIONS

1. **As of January 2026, the Rehlko tariff surcharge is included in the equipment price.**
2. **Storage, off-loading, installation, etc. of all associated equipment is not included, unless otherwise stated.**
3. The generator will need to be filled with #2 winter blend diesel prior to startup. Fuel, fuel piping plans, installation and permitting of tanks or piping, if required, is not included.
4. No Seismic, Local IBC building codes or Unique Local Emissions regulations are included within the pricing.
5. Recording of the training or recorded versions of training are not provided due to liability reasons.
6. Federally funded or procured projects with domestic preferences will be evaluated on a case-by-case basis through Rehlko and 3rd party vendors upon receipt of purchase order. A waiver may be required.
7. No specifications or drawings were provided for the project prior to providing the above equipment.
8. Sizing information is based on information provided by the customer. Information in Rehlko's size software represents data available at the time of print. Total Energy Systems is not responsible for sizing publication data and the products represented can change without notice and without any obligation.
9. All pricing is Subject to change / based on any scope or BOM changes.
10. **Included Startup is based on unit being in a readily accessible location. The site information is unknown**. Startup must occur within 12 months of delivery from the factory. Extra charges may apply if more time is required due to restricted access to the unit or if a 3rd party commissioning agency oversees our testing and requests additional testing; additional charges may apply.
11. Standard Electronic O&M Manuals provided, custom manuals and/or additional copies available at an additional charge.
12. System coordination studies and/or relay setting studies are by others. Protective relay calibration and settings, NETA testing by others.

Please initial Submittal Preference:

_____ Order released to Production; Submittals needed for Record Only

_____ Submittal required, and submittal approval needed to release to Production.

thereof except upon receipt of payment in advance or upon such other payment terms as are acceptable to Company's credit department, including, without limitation, receipt of a minimum down payment or advance payment.

4. **Delivery; Performance**. Equipment and Products will be delivered within a reasonable time after Company's receipt and acceptance of Customer's purchase order. Company will use commercially reasonable efforts to meet the estimated delivery date, but Company does not guarantee delivery dates and will not be liable for any delay, loss, or damage in transit. Products and Equipment shall be delivered FOB Company's designated shipping point identified in the Order (the "Delivery Point"), using Company's standard methods for packaging and shipping, unless otherwise specified in the Order. Title and risk of loss shift to Customer upon delivery to the designated carrier at the Delivery Point. Customer is responsible for all costs and expenses relating to shipment of Products/Equipment (including loading, freight, and insurance) and shall provide equipment and labor reasonably suited for receipt of Products/Equipment at the Delivery Point. Customer shall be responsible for all costs and expenses, including storage and re-delivery costs, relating to the delay in shipment or delivery of Products due to any act or omission of Customer. Company may make partial shipments of Products to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's order. Company shall not be liable for any non-delivery of Products unless Customer gives written notice to Company of the non-delivery within ten (10) days of the date when the Products would in the ordinary course of events have been received. Company shall use reasonable efforts to meet any performance dates to render the Services specified in the Order, and any such dates are estimates only. With respect to Services, Customer shall (a) cooperate with Company in all matters relating to the Services, (b) respond promptly to any of Company's requests to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services in accordance with the requirements of the Agreement, and (c) provide materials or information as Company may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects.

5. **Inspection; Acceptance**. Customer shall inspect Products/Equipment within ten (10) days of delivery (the "Inspection Period"). Customer will be deemed to have irrevocably accepted Products/Equipment unless it notifies Company in writing of any alleged shortage, error in delivery, or defective or non-conforming Products/Equipment ("Nonconforming Products") during the Inspection Period and provides Company with pictures, samples or other evidence documenting the alleged nonconformance as may be required by Company. If Customer timely notifies Company of any Nonconforming Products, Company shall, in its sole discretion and at its sole option, (a) replace the Nonconforming Products or (b) credit or refund to Customer the price of the Nonconforming Products. Customer acknowledges that the remedies set forth in this Section are Customer's exclusive remedies for the delivery of Nonconforming Products.

6. **Leased Equipment**. Company grants to Customer a non-exclusive, non- transferrable, non-sublicensable lease to use of any leased Equipment for the period set forth in the Order (the "Term"), unless sooner terminated pursuant to the Agreement. Title to Equipment shall at all times remain vested in Company, and Customer shall have no right, title, interest, or claim in or to the Equipment, or any part thereof, except for a leasehold interest as expressly provided in the Company may file UCC "notice filings" as it determines necessary to evidence its title to the Equipment. Notwithstanding Company's ownership of Equipment, Customer shall bear the entire risk of loss, theft, damage, or destruction of the Equipment ("Damage") during the Term from any cause whatsoever, whether or not insured. Customer shall immediately report any Damage and no Damage shall relieve Customer of the obligations under the Agreement. Customer shall keep the Equipment free and clear from all liens and encumbrances, and shall not sublet, mortgage, pledge, sell, dispose of any interest in the Equipment or otherwise allow any third party to use the Equipment, without Company's prior written consent. Customer shall: (a) use Equipment solely for its intended purpose and take all actions necessary to deter any abuse or misuse of the Equipment, (b) permit the Equipment to be operated only by trained, experienced, competent, and qualified personnel, each of whom shall use reasonable care in operating and using the Equipment, and (c) at Customer's sole expense, keep and maintain the Equipment in good and safe repair, condition, and working order, and supply, fill, and install all consumable fluids, replacement wear parts, and accessories required to maintain the Equipment in good and safe working order. Customer shall keep and store the Equipment at the location expressly permitted by Company and will not remove the Equipment from said location without Company's prior written consent (d) promptly notify Company of each accident involving the Equipment, including time, place, nature of accident or damage and such other

Products/Equipment. For purposes hereof, "Hazardous Materials" means: (i) any biologically or chemically active or other toxic or hazardous wastes, pollutants, or substances, including, without limitation, asbestos, PCBs, petroleum products and by- products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq., and as hazardous wastes under the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; (b) any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. §2601, et seq.; (c) any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §1251, et seq., as amended; (d) any hazardous air pollutant under the Clean Air Act, 42 U.S.C. §7401 et seq.; (e) any hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §5101, et seq.; and (f) any hazardous or toxic substances or pollutant regulated under any other requirements. Without limiting the generality of the foregoing Section 8, except for damages or other losses arising out of Company's negligence or willful misconduct, Customer acknowledges and agrees that Company shall not be responsible for defects, damage, downtime, product failure or other issues with the Products that are discovered during the services performed by Company pursuant to a Planned Maintenance Agreement or similar agreement (whether such services involve annual, semi-annual, quarterly or custom service or load bank testing). Customer shall be responsible for the cost of (i) any repairs to Products on a time and materials basis and (ii) the cost of renting replacement Products while an existing Product is being repaired.

9. Limited Service Warranty. Company warrants that it will perform any Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Company shall not be liable for an alleged breach of the warranties set forth in this Section unless Customer notifies Company in writing of the defective Services at least ten (10) days after Customer discovers or reasonably should have discovered the defect. Any service warranty claim shall be deemed waived by Customer if not made in writing within such ten (10) day period. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY SET FORTH ABOVE IS THE EXCLUSIVE WARRANTY GIVEN BY COMPANY WITH RESPECT TO THE SERVICES AND COMPANY MAKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED SERVICE WARRANTY IS RE-PERFORMANCE OF THE APPLICABLE SERVICES.**

10. Limitation of Liability. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, LOSS OF REVENUE/PROFIT, DAMAGE TO REPUTATION OR GOODWILL, DIMINUTION OR DEPRECIATION IN VALUE, DELAY OR IDLE TIME FOR LABOR AND EQUIPMENT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. COMPANY SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS, EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

11. Indemnification. To the fullest extent permitted by applicable law, Customer shall indemnify and defend and hold harmless Company (and its directors, officers, managers, equity holders, employees, representatives, agents, successors and assigns) from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses (including reasonable attorneys' fees) incurred by Company, relating to, arising out of or resulting from any claim against Company alleging: (a) a breach or nonfulfillment of any of Customer's covenants set forth in this Agreement; (b) any negligent or more culpable act or omission of Customer (including recklessness or willful misconduct); (c) any bodily injury, death of any person or damage to property caused by the acts or omissions of Customer, including, without limitation, arising out of the shipment, handling, use, operation, storage or maintenance of the Products/Equipment in any manner that does not conform to industry standards or any specific usage instructions, guidelines or specifications provided by Company or the OEM; or (d) any failure by Customer

arising out of or relating to the Agreement are governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any conflicts of laws provisions. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in the federal or state courts located within Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. No waiver by Company of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement shall be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege under the Agreement precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable the term or provision in any other jurisdiction. Provisions of these Terms that by their nature should apply beyond their terms will remain in force after delivery of Products/Equipment or performance of Services and any termination or expiration of the Agreement.

18. **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications under the Agreement shall be in writing and shall be deemed sufficiently given and received in all respects when hand delivered, when sent by email (with confirmation of transmission), when sent by a reputable overnight courier service (with all fees pre-paid), or three (3) days after being deposited in the United States mail (return receipt requested, postage prepaid), addressed to Company or Customer at the addresses set forth on the face of the Order (or to such other address as the receiving party may designate in writing).

Chapter 303. Streets, Sidewalks and Public Areas

§ 303-5. Regulations governing excavations and openings.

A. Frozen ground. No openings in the streets, alleys, sidewalks or public ways shall be permitted between November 15 and April 1 except where it is determined by the Village Board or its designee to be an emergency excavation.

B. Protection of public.

(1) Every opening and excavation shall be enclosed with sufficient barriers, signing, and such other traffic control devices as may be required by the Village Board or its designee and in accordance with Section VI of the Manual of Uniform Traffic Control Devices. Sufficient warning lights shall be kept on from sunrise to sunset. No open flame warning devices shall be used. Except by special permission from the Director of Public Works, no trench shall be excavated more than 250 feet in advance of pipe or conduit laying nor left unfilled more than 500 feet from where pipe or conduit has been laid.

(2) All necessary precautions shall be taken to guard the public effectively from accidents or damage to persons or property through the period of the work. Each person making such opening shall be held liable for all damages, including costs incurred by the Village in defending any action brought against it for damages, as well as cost of any appeal, that may result from the neglect by such person or his employees of any necessary precaution against injury or damage to persons, vehicles or property of any kind.

(3) Unless otherwise approved, a minimum of one lane of traffic in each direction shall be provided. Every effort shall be made on the part of the permittee to provide reasonable access to all properties adjacent to his project. In the event traffic is limited to less than one lane in each direction, a flagman or temporary traffic control signal shall be provided so as to safely cycle traffic in each direction past the work area.

(4) The permittee shall perform the work in such a manner so as not to disrupt the flow of traffic in the area or endanger the safety of workmen or passersby. It shall be the responsibility of the permittee to prevent traffic backup during construction operation. The permittee shall notify the Director of Public Works 24 hours prior to commencement of excavation of the location and extent of the excavation, unless the excavation is an emergency excavation as identified in Subsection **H**.

(5) When the operations will result in the loss of any utility service to private properties, the private properties shall be notified in writing or by personal contact at least 12 hours prior to the loss of service, unless the operations are part of an emergency excavation as defined in Subsection **G**.

C. Pavement removal.

(1) Removal of existing pavement shall be to neat, straight lines. The permittee shall make a final saw cut in the existing pavement after backfilling. Excavations shall be kept to the minimum possible and acceptable for the convenience and safe performance of the work and in accordance with all applicable codes and regulations.

G. Pavement replacement.

(1) Backfill material shall be left below the original surface to allow for four inches of three-inch crushed stone and four inches of three-fourths-inch crushed stone, plus the thickness of the required pavement structure. If paving will not occur as part of the initial street restoration operation, the balance of the opening to the original surface elevation shall be backfilled with compacted three-fourths-inch crushed stone.

(2) Bituminous pavement shall be placed the full depth of the existing pavement or 2 1/2 inches, whichever is greater. Bituminous pavement shall be placed in a maximum of a one-and-one-half-inch base layer and a one-inch top layer, with each layer compacted to maximum density, and shall consist of Wisconsin Department of Transportation Gradation No. 1 for the binder course and Wisconsin Department of Transportation No. 3 for the surface course. The finished surface shall be smooth and free of surface irregularities and shall match the existing pavement and any castings or street appurtenances. Allowable deviations shall be no more than 1/4 inch as measured with a ten-foot straight edge.

(3) Concrete pavement shall be placed to the full depth of the existing pavement or seven inches, whichever is greater. Concrete used shall not contain calcium chloride. The surface shall be given a light broom finish. The edges shall be tooled to prevent spelling at the saw cut edge. The surface shall be evenly and completely sealed with a white pigmented curing compound. The surface shall be protected from traffic for a minimum of three days. Tie bars shall be installed as directed by Village officials.

(4) In emergency excavations during winter months when it is not possible to replace the removed pavement with a like material, the excavation shall be temporarily resurfaced with a minimum of three inches of cold mix bituminous material or other material deemed appropriate by the Director of Public Works. This temporary wearing surface shall be compacted and rolled smooth. These temporary wearing surfaces shall be removed and replaced with material as specified above by not later than the following June 1, except as provided above. Permanent pavements shall be replaced within 60 days of the date of the permit.

H. Emergency excavation. In the event of an emergency, any person, firm or corporation owning or controlling any sewer, gas main, water main, conduit or other utility in or under any public street, alley, easement, way or ground and his agents and employees make take immediate proper emergency measures to remedy dangerous conditions for the protection of property, life, health or safety without obtaining an excavation permit, provided that such person, firm or corporation shall apply for an excavation permit not later than the next business day and shall notify the Village office immediately.

I. Excavation in new streets limited. Whenever the Village Board determines to provide for the permanent improvement or repaving of any street, such determination shall be made not less than 30 days before the work of improvement or repaving shall begin. Immediately after such determination by the Village Board, the Village Clerk-Treasurer shall notify in writing each person, utility or other agency owning or controlling any sewer, water main, conduit or other utility in or under said street or any real property abutting said street that all such excavation work in such street must be completed within 30 days. After such permanent improvement or repaving, no permit shall be issued to open or excavate said street for a period of five years after the date of improvement or repaving unless, in the opinion of the Village Board or its designee, conditions exist which make it absolutely essential that the permit be issued. Every effort shall be made to place gas, electric, telephone and television cable lines in street terraces.

VILLAGE OF THERESA

EyeOnWater Customer Monitoring and Leak Notification Policy

Effective Date: _____ Approved By: Village Board

1. Purpose

The Village of Theresa provides access to EyeOnWater as a supplemental service to help water utility customers review consumption, identify unusual usage, and recognize potential leaks. This policy establishes customer responsibilities and the scope of Village monitoring and notifications.

2. Customer Responsibility

Customers are encouraged to register for EyeOnWater, regularly review their water usage, and enable available leak alerts. Customers are responsible for monitoring their water consumption, investigating suspected leaks, and arranging appropriate repairs to privately owned plumbing and fixtures.

Enrollment is voluntary. Customers who do not enroll remain responsible for their water usage and private plumbing systems.

3. Village Monitoring and Leak Notifications

Village staff will continue to periodically review EyeOnWater usage information and potential leak alerts during regular business hours as staff availability and workload permit. Monitoring is a courtesy and may not occur every business day.

The Village will not routinely monitor EyeOnWater on weekends, Village-observed holidays, or during other Village Hall closures. Regular Village Hall hours are Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding holidays.

EyeOnWater is a supplemental customer service, not an emergency leak detection, monitoring, or notification system. The Village does not provide continuous or real-time monitoring of customer water usage.

If staff identify unusual usage or a potential leak, they may attempt to contact the customer. The Village does not guarantee that every alert will be reviewed, every leak detected, or any customer contacted within a particular time. The primary responsibility for monitoring usage and responding to leaks rests with the utility account holder.

4. Leak Alerts and Customer Action

Customers should activate available EyeOnWater notifications and promptly investigate potential leaks or unusual consumption. EyeOnWater may not detect every leak or identify its source. Customers should not rely exclusively on EyeOnWater or Village contact to identify plumbing problems or emergencies.

Customers are responsible for obtaining appropriate assistance and making repairs to privately owned plumbing and service components in accordance with applicable Village ordinances.

5. Water and Sewer Charges

Customers remain responsible for applicable metered water and sewer charges under Village ordinances, approved utility tariffs, and Wisconsin Public Service Commission requirements. Failure to receive an alert or contact from the Village does not, by itself, relieve the customer of these charges. Any request for a billing adjustment will be reviewed under applicable tariffs, policies, and regulations.

VILLAGE OF THERESA

Important EyeOnWater Monitoring Update

EyeOnWater is provided by Badger Meter and is available to Village of Theresa water utility customers at no charge. The app allows customers to monitor water consumption and receive available notifications of potential leaks.

Village staff will continue to periodically review potential leak alerts during regular business hours as time and staffing permit. However, monitoring may not occur every business day, and the Village will no longer routinely monitor EyeOnWater on weekends, Village-observed holidays, or during other Village Hall closures.

EyeOnWater is a supplemental monitoring tool and should not be relied upon as an emergency leak detection or notification system.

Customers are encouraged to register for EyeOnWater, enable available leak notifications, and regularly check their own water usage. Customers are responsible for investigating suspected leaks and arranging necessary repairs.

Early detection may help reduce unexpected utility charges and prevent property damage.

The EyeOnWater app is available in the Apple App Store and Google Play, or online at www.eyeonwater.com. Village Hall staff can assist customers with downloading the app but cannot provide technical assistance or troubleshooting. For technical support, customers should contact Badger Meter.

For general questions or help downloading the app, contact Village Hall at 920-488-5421, Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding holidays.

Village of Theresa Water Utility

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VILLAGE OF THERESA
VILLAGE BOARD MEETING MINUTES
OCTOBER 19, 2026

Call to Order: President Jody Steger called the meeting to order at 7:00 p.m. The Pledge of Allegiance followed.

Roll Call:
Present: Trustees Robin Billings, Pat Bodden, Shawn Krapfl, Dave Brandenburg, Jim Polster, Joe Haak, and President Jody Steger.
Also present: Clerk-Treasurer Becky Tellier and Police Chief Dan Markus

Open Meeting Compliance:
The meeting was properly posted and published on the Village website on October 15, 2026.

Public Comment:
Bradley Peterson, candidate for State Assembly, introduced himself and provided background on his experience and interest in municipal issues.

Consent Agenda

Motion: Polster/Billings to approve the minutes of the September 21, 2026, Regular Village Board meeting, the September 28, 2026, Joint Budget Meeting, and the September 28, 2026, Finance Committee of the Whole meeting. Motion carried.

Request for Penalty Forgiveness – Kelleen Fleisner Sewer Lateral Invoice

The Board discussed a request to forgive $648.15 in penalties for unpaid sewer lateral installments from 2025–2026. Notices were sent annually, were available in the online portal, and no other residents reported missing bills.

Motion: Brandenburg/Krapfl to deny the request and require payment of all penalties. Motion carried.

Resolution No. 2026-15 – 14-Day Work Period for Law Enforcement Officers

The Board reviewed a proposed change under FLSA Section 7(k) establishing a 14-day work period for police officers to better accommodate current scheduling practices.

Motion: Haak/Brandenburg to approve Resolution 2026-15 and the related personnel policy amendment. Motion carried.

Joint Powers Agreement – County 911 Emergency System

Motion: Billings/Haak to approve the Dodge County Joint Powers Agreement for the 2027 911 Emergency System. Motion carried.

Ordinance No. 2026-03 – Recycling Ordinance Update

The Board reviewed DNR-required updates to the Village's recycling ordinance.

Motion: Haak/Krapfl to approve Ordinance 2026-03, Article I (Recycling). Motion carried.

Innovation Grant – City of Mayville Partnership

The Board discussed participating in a multi-municipality innovation grant with shared resources and a 4% grant writer fee. Percentage allocation among municipalities remains to be negotiated.

Motion: Brandenburg/Bodden to approve participation in the Innovation Grant partnership. Motion carried.

Harter's Lakeside Disposal Contract Addendum

The Board reviewed two addendum options regarding bulk-item collection and contract extension.

Motion: Brandenburg/Billings to approve Addendum Option B, extending the contract through December 31, 2032 and removing bulk-item pickup charges effective January 1, 2027. Motion carried.

Administrator/Clerk-Treasurer Report

Tellier highlighted ongoing administrative items, noted minor document corrections, and announced award of a $5,000 law-enforcement grant.

Library Board Report

Brandenburg reported there was no meeting since the last Board session.

Village President's Report

President Steger had no additional updates.

Public Safety Committee Report

Highlights included:
– Security cameras scheduled for installation in late October/early November.
– A stop sign was recommended at Chestnut and Valley.

Motion: Polster/Krapfl to install a stop sign at Chestnut and Valley. Motion carried.

The Board also conducted a general discussion regarding the future of the Police Department building and potential long-term facility planning.

Public Works Committee Report

The Board reviewed snow-plowing RFP results.

Motion: Haak/Krapfl to approve the 2026–2027 snow removal proposal from KIN-X. Motion carried.

Updates were provided on:
– Manhole and pavement repairs on McArthur Street
– Upcoming line painting

– Brush pile issues and signage
– Need for additional information on an Alliant Energy street-opening permit request (no action taken)

Parks Committee Report

No formal action items. Updates included ongoing park usage and upcoming work following ground freeze.

Finance & Personnel Committee Report

Motion: Haak/Krapfl to approve September 2026 bills totaling $278,425.54 and payroll totaling $36,882.21. Motion carried.

Motion: Haak/Billings to approve the September 2026 Fund Summary Report – Budget to Actual. Motion carried.

Motion: Haak/Polster to approve the September 2026 Treasurer's Report. Motion carried.

The Board discussed banking changes due to People's Credit Union no longer accepting coin deposits. A new account will be opened at National Exchange Bank.

Motion: Bodden/Haak to open a checking account with National Exchange Bank. Motion carried.

A Finance Committee of the Whole meeting was scheduled for October 26 at 4:30 p.m.

Announcements

– DOT Business Coordination Meeting: Thursday, October 26 at 6:00 p.m.
– Finance Committee of the Whole: Monday, October 26 at 4:30 p.m.
– General Election: Tuesday, November 3 (polls 7 a.m. – 8 p.m.)
– Next Regular Board Meeting: Monday, November 16
– Budget Public Hearing: Monday, November 23 at 6:15 p.m.
– Trick-or-Treat: Saturday, October 31 from 2–4 p.m.

Closed Session

The Board convened into closed session pursuant to §§19.85(1)(g) and 19.85(1)(c), Wis. Stats., for legal strategy discussion and personnel matters. Roll call vote taken; all members present voted yes.

Motion: Haak/Bodden to return to open session at 8:25 pm. Motion carried.

Adjournment

President Steger declared the meeting adjourned at 8:25 pm.

Respectfully submitted,
Becky Tellier
Clerk-Treasurer

VILLAGE OF THERESA

DODGE COUNTY, WISCONSIN

ORDINANCE NO. 2026-05

AN ORDINANCE ESTABLISHING PROCEDURES FOR REFUNDS OF NOMINAL PROPERTY TAX OVERPAYMENTS

WHEREAS, in the process of collecting payments of property taxes on behalf of the Village, the Clerk-Treasurer and other Village staff occasionally receive payment in excess of the amount owed to the Village due to error, inadvertence, or oversight; and

WHEREAS, the cost to taxpayers associated with processing and mailing refunds of nominal amounts may exceed the amount of the overpayment; and

WHEREAS, the Village desires to establish an efficient policy for handling nominal property tax overpayments while preserving taxpayers' ability to request refunds;

NOW, THEREFORE, BE IT ORDAINED by the Village Board of the Village of Theresa, Dodge County, Wisconsin, as follows:

Section 1. Purpose and Applicability

This ordinance establishes procedures for handling nominal overpayments received by the Village in connection with property tax collections.

This ordinance shall not apply to utility payments, licenses, permits, fees, or other Village receipts.

Section 2. Definition

For purposes of this ordinance, a "Nominal Overpayment" means a property tax payment received by the Village that exceeds the total amount legally due by five dollars ($5.00) or less.

Section 3. Retention of Nominal Overpayments

The Village may retain a Nominal Overpayment without automatically issuing a refund, unless the taxpayer or person making the payment requests reimbursement.

Upon receipt of a refund request, the Village shall refund the overpayment regardless of the amount.

Overpayments exceeding five dollars ($5.00) shall be refunded in accordance with applicable law and Village procedures.

Section 4. Accounting

All nominal overpayments shall be properly recorded and accounted for by the Village Clerk-Treasurer.

Any transfer of unclaimed overpayments to the Village General Fund shall be subject to applicable Wisconsin law and approved accounting procedures.

Section 5. Compliance with State Law

Nothing in this ordinance shall supersede any refund obligation, taxpayer right, or other requirement established by Wisconsin law.

Section 6. Severability.

Each section of this ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

Section 7. Effective Date

This ordinance shall take effect upon passage and publication or posting as required by law.

Adopted by the Village Board of the Village of Theresa this 16th day of November, 2026.

VILLAGE OF THERESA

By: _____

Village President

ATTEST:

_____

Clerk-Treasurer

Village of Theresa
Clerk-Treasurer's Administrative Report
Meeting Month: November 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 – October/November

Grants

- Submitted final reports for Law Enforcement Drug Trafficking Grant

Bank Updates

- Started transition to National Exchange Bank and Trust
    - Notified the following of new bank account for ACH deposits:
        - County of Dodge
        - Department of Revenue
        - Charter/Spectrum
        - Employee Benefits Corporation
    - Notified our online payment processor (ZIFT) of new bank account
    - Kelly worked with IT to install the remote deposit scanner

Election

- 679 voters, 47 Election Day Registrations, 122 Absentees
- 73% turnout

Start Year End

- Compile year-end information and the 2027 Harter's calendar for mailing with the November Utility Bills

Caselle Update

- OnTech no longer hosts our program and Caselle took over hosting November 5

- In the transition, we lost all attachments in the program which includes all utility bills, second notices, final reads, and any attachments to employees (employment forms, direct deposit forms, withholdings, benefits, insurance, etc) **We are hoping this information can be restored timely

Spectrum/Charter Video Service Provider

- The amount that we receive quarterly from Charter is reducing due to more people streaming channels instead of using Spectrum TV.
- We can not increase the franchise fee as it was agreed by the Village in 2018 that the franchise fee amount would remain at 2% for as long as Spectrum offers TV in the Village.
    - No additional contact from TDS Telecommunications about offering video services here.

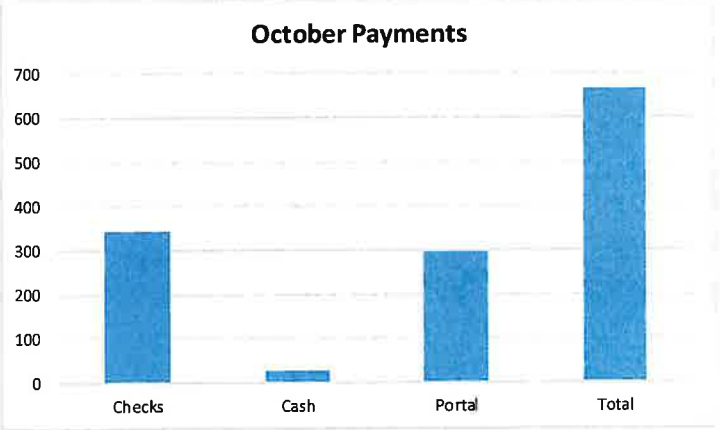
Tax and Dog Registration Program

- Kelly and I both did training on the new program but it was somewhat useless because we did the training in October and won't be able to access the "live" site until sometime in December
- It seems very tedious but hopefully we will see advantages since it is now in "real time"
- No one could provide a definite answer if all the dog information will be in the program or if we will need to reenter all dogs, owners, and vet clinics
- Two Church Street Properties have their sewer lateral remaining balances special assessed to their 2026 taxes

Security Cameras at Village Hall

- Installation took place November 9-10
- They were not impressed with the wiring done 5-years ago and weren't surprised when I mentioned continual issues with the camera system
- Key Fobs will no longer work. Our new system requires new fobs to be issued.
- Drop Box camera may need to be relocated in the future. Relocating the drop box to the parking lot's entrance side would significantly improve surveillance.

Oct payments entered	
Checks	342
Cash	27
Portal	294
Total	**663**



Portal users	362
Auto Pay	163
Second notices	82
door hangers-discontinued	0
disconnections	2