

# VILLAGE OF VERNON

## Village Board Meeting

Vernon Village Hall located at W249S8910 Center Drive, Vernon, WI 53103

Thursday, October 2, 2025, at 6:00 pm

### AGENDA

**1. CALL VILLAGE BOARD TO ORDER**

**2. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE**

**3. ROLL CALL & OPEN MEETING LAW COMPLIANCE CHECK** See note (b) below.

**4. PRESIDENT ANNOUNCES POSSIBLE CLOSED SESSION LATER IN MEETING**

Consideration and possible action on a motion to convene into executive session under Wisconsin State Statutes 19.85 (1)(g)(for purposes of 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 may be involved), specifically concerning code enforcement proceedings involving Greenamyer property located at S87W23375 Edgewood Ave. and Consideration and possible action on a motion to convene into executive session under Wisconsin State Statutes 19.85 (1)(e): Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require closed session, specifically the Request for Proposals for Refuse and Recycling in the Village of Vernon and Wisconsin State Statutes 19.85 (1) (d) Except as provided in s. 304.06 (1) (eg) and by rule promulgated under s. 304.06 (1) (em), considering specific applications of probation, extended supervision or parole, or considering strategy for crime detection or prevention, more specifically considering strategy for crime detection or prevention of Village Facilities. Included in the Closed. Included in Closed Session will be the Village Board, Village IT and Village Administrator Clerk. This will require a roll call vote and no discussion will be made in Closed Session.

**5. PUBLIC COMMENTS:** See note (a) below.

**6. MISCELLANEOUS MATTERS**-The following matters will be discussed, and action taken by the Village Board unless otherwise noted:

- a. Ordinance 2025-04- An Ordinance Repeal & Recreate Chapter 290, Vehicles and Traffic, Entitled Vehicles and Traffic, Off Road Vehicles to Allow ATV's, UTV's and Golf Carts
- b. Resolution 2025-04-A Resolution to Amend the Schedule of Deposits for Village of Vernon Municipal Code
- c. Resolution 2025-08- A Resolution to Amend the Village of Vernon Fee Schedule
- d. Chapter 290-Vehicles and Traffic and Road Signage for Hidden Driveways
- e. WRS Qualified Employee 2026 Health Care Choice and Village Participation in Health Care Premium Payments
- f. Intergovernmental Agreement Between the Village of Vernon and Waukesha County
- g. Village of Vernon Ethics Policy
- h. Engelson & Associates Auditor's Engagement Letter
- i. President 2026 ERU Stormwater Letter
- j. Designated Officer for Judicial Privacy Protection for the Village of Vernon
- k. Request to Access Henneberry Road for a Big Bend Subdivision
- l. Fall 2025 Vernon View Newsletter
- m. Request for Proposals for Refuse and Recycling Services in Vernon.
- n. Center Bridge Project

**7. CORRESPONDENCE, ANNOUNCEMENTS AND REPORTS**- The Village Board members, DPW Director, Waukesha County Sheriff and the Administrator Clerk will be given the opportunity to make announcements at the meeting regarding activities they have undertaken since the last meeting on behalf of the Village, future activities, and citizen contacts. It is not contemplated that these matters will be discussed or acted on; however, referrals to the appropriate committees and/or individuals will be made if necessary.

- a. Village Board President
- b. Village Trustees

- c. Vernon Deputy Sheriff Report
- d. Treasurer's Report- August of 2025
- e. DPW Report
- f. Administrator's Clerk Report

**8. FINANCES** The following matters will be discussed, and action taken by the Village Board unless otherwise noted:

- a. Accounts Payable for October 2, 2025, in the amount of:
  - i. Batch 20251002-
- b. Manual Checks

**9. VILLAGE BOARD MINUTES**

- a. September 18, 2025, Village Board Minutes

**10. ANNOUNCEMENT OF NEXT VILLAGE MEETING DATES** at the Vernon Village Hall or via Zoom-All meetings subject to cancellation or rescheduling. Please see the Village of Vernon website:

- a. October 8, 2025, Village Board and Plan Commission Joint Meeting at 6 pm
- b. October 16, 2025, Village Board Meeting
- c. November 6 and 20, 2025 Next Village Board Meeting
- d. November 12, 2025, Village Board and Plan Commission Meeting
- e. Vernon Trick or Trick, Sunday, October 26, 2025, from 1 pm to 3 pm

**11. POSSIBLE CLOSED SESSION**

Consideration and possible action on a motion to convene into executive session under Wisconsin State Statutes 19.85 (1)(g)(for purposes of 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 may be involved), specifically concerning code enforcement proceedings involving Greenamyer property located at S87W23375 Edgewood Ave. and Consideration and possible action on a motion to convene into executive session under Wisconsin State Statutes 19.85 (1)(e): Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require closed session, specifically the Request for Proposals for Refuse and Recycling in the Village of Vernon and Wisconsin State Statutes 19.85 (1) (d) Except as provided in s. 304.06 (1) (eg) and by rule promulgated under s. 304.06 (1) (em), considering specific applications of probation, extended supervision or parole, or considering strategy for crime detection or prevention, more specifically considering strategy for crime detection or prevention of Village Facilities. Included in the Closed. Included in Closed Session will be the Village Board, Village IT and Village Administrator Clerk. This will require a roll call vote and no discussion will be made in Closed Session.

**12. RECONVENE INTO OPEN SESSION**

- a. Action on agenda items listed in Closed Session

**13. ADJOURNMENT**

**APPROVED:**



President, Village of Vernon

Notes:

- a. President Jeff Millies, advised per Sections 19.83(2) and 19.84(2) of the Wisconsin Statutes, the Village Board will receive information from the public for a three-minute time period, with time extensions per the President's discretion, per person; be further advised that after the public comments are completed, the Village Board may have limited discussion on the information received; however, no action will be taken under public comments. President Jeff Millies stated that public comments should be addressed to the Village Board as a body, any questions or comments directed to an individual Trustee or staff person will be deemed out of order by the Village President. The answer to a question will be determined by the Village President if addressed to the body or if addressed to an individual, by that individual. No response will be made until that individual has finished his/her comments and returned to his/her seat and the public comment period has been closed. All comments, questions, and concerns should be presented in a respectful, professional manner.
- b. Agenda was posted & emailed September 26, 2025; on Vernon Village Hall (Inside and outside), emailed to local newspapers and businesses, and posted on the Village of Vernon Website at [www.villageofvernonwi.org](http://www.villageofvernonwi.org).

Please note, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request service, contact Village Clerk Administrator at 662-2039. For TTY service, call 662-2039.

It is possible that members of and a quorum of members of other governmental bodies of the municipality may attend the above-mentioned meeting to gather information; no action will be taken by any other governmental body except the Village Board of Trustees.

# VILLAGE OF VERNON

## Village Board Meeting

Thursday, October 2, 2025, at 6:00 pm

### ADMINISTRATOR COMMENTS

- 1. CALL VILLAGE BOARD TO ORDER**
- 2. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE**
- 3. ROLL CALL & OPEN MEETING LAW COMPLIANCE CHECK** See note (b) below.
- 4. MISCELLANEOUS MATTERS**-The following matters will be discussed, and action taken by the Village Board unless otherwise noted:
  - a. Ordinance 2025-04- An Ordinance Repeal & Recreate Chapter 290, Vehicles and Traffic, Entitled Vehicles and Traffic, Off Road Vehicles to Allow ATV's, UTV's and Golf Carts  
**This is only a draft ordinance for the Village Board to review to make any changes they feel are necessary for an ordinance that addresses all your concerns.**
  - b. Resolution 2025-04-A Resolution to Amend the Schedule of Deposits for Village of Vernon Municipal Code  
**This is the new Bond Schedule based on your discussions and please review the fine for not stopping for the flashing red lights of a school bus, on page 4 of the new schedule. I also put the May 2025 Bond Schedule in to remind you of the changes you made in May of 2025. If you choose to approve the 10/2/2025 Bond Schedule it would be contingent on Mark Powers, Municipal Judge for the North Prairie Joint Municipal Court's approval.**
  - c. Resolution 2025-08- A Resolution to Amend the Village of Vernon Fee Schedule  
**This is the new fee schedule with an addition for cell tower modifications, Sex Offender Applications, and a 5\$ change to the badge that the peddler wear to recover our costs. If you choose to approve it would be contingent on the Administrator Clerk posting the changes. Anytime there is a change in the fees they do not go into effect until they are posted.**
  - d. Chapter 290-Vehicles and Traffic and Road Signage for Hidden Driveways  
**Please see our ordinance currently has all of Oakdale at 35 miles per hour, which was recommended by the Village Engineer and new signs are being installed on 9-26-2025. Also, the hidden driveway signs will be installed as soon as Brett can order more signs. I contacted Mr. Rozanski who submitted a petition to the Village Board. You can discuss this item, but I do not believe you need to take any action on this item unless you would like to ask Brett to install the "Hidden Driveway" signs. I also copied the entire ordinance for Brett to review to make sure the speed limit signs for the Village are correct.**
  - e. WRS Qualified Employee 2026 Health Care Choice and Village Participation in Health Care Premium Payments  
**You need to choose a Health Care Plan for the Village of Vernon and the amount the Village and employee will pay for the premium. The employee has the right to pick whatever health care plan they would like but the Village's participation is locked into the plan the Village Board chooses. The memo in your packet is an example of what the employees will receive after you make your decision. My comments will be removed once you choose the plan. I did highlight the plan in yellow you can choose from for Waukesha County. Your motion would include the plan you choose and the amount the Village will pay towards a premium.**
  - f. Intergovernmental Agreement Between the Village of Vernon and Waukesha County  
**This agreement is made anytime there is a change in the intergovernmental agreement. After the fire in Milwaukee and Waukesha County's MRF station, Waukesha County contracts with Waste Management for all their recycling needs. You can approve this contingent on legal review, but the County will not make any changes to the agreement drafted by the County's legal staff. You also need to authorize the Village President to sign the agreement if you choose to approve it.**

g. Village of Vernon Ethics Policy

**This is just a policy that you can change in any way you would like to. I did attach the State Statutes regarding Ethics Policy for people affiliated with government.**

h. Engelson & Associates Auditor's Engagement Letter

**The Village Board needs to approve the Engelson & Associates Engagement Letter and choose how long you would like the agreement to be for, it can be a 3-year or a 5-year proposal. You also need to authorize the Village President to sign the engagement letter based upon the time frame and amount for each year of service.**

i. President 2026 ERU Stormwater Letter

**This is in the packet as a curiosity to the Village Board. No action is required on this agenda item. The Village President does not need board authority to sign this letter.**

j. Designated Officer for Judicial Privacy Protection for the Village of Vernon

**See the request from the League of Municipalities from the Director of State Courts. This needs to be done by a Village Board motion.**

k. Request to Access Henneberry Road for a Big Bend Subdivision

**The Developer is requesting access to Henneberry Road for his development in Big Bend. This has happened in the past. Village Board would require Mr. Dan Majewski to sign a Professional Reimbursement Form and work with the Administrator Clerk, Village Attorney and Village Engineer to submit a Letter of Credit and Developer Agreement for the Village of Vernon Road.**

l. Fall 2025 Vernon View Newsletter

**This is on the agenda to determine when the Village Board would like the Winter 2025 newsletter out and if any board members are submitting letters and a deadline for submittals.**

m. Request for Proposals for Refuse and Recycling Services in Vernon

**Village Board will discuss the submittals in closed session and if they are ready will move into open session to pick a vendor.**

n. Center Bridge Project

**Per Village legal counsel this is on the agenda just in case the Village Board needs to address any items related to the Center Bridge Project.**

**5. CORRESPONDENCE, ANNOUNCEMENTS AND REPORTS**

**Just a reminder, to copy with the Open Meetings Law, this section on the agenda is for reporting and Village Board members cannot engage in discussion on items brought up in your reports.**

**DRAFT ORDINANCE 2025-04**

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**AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 290 ENTITLED "VEHICLES AND TRAFFIC, ENTITLED "OFF-ROAD VEHICLES" OF THE VILLAGE OF VERNON MUNICIPAL CODE TO REGULATE ALL-TERRAIN VEHICLE AND UTILITY TERRAIN VEHICLE ROUTES AND GOLF CARTS**

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WHEREAS, the Village of Vernon recognizes the increasing popularity of all-terrain vehicles (ATVs), utility terrain vehicles (UTVs) and Golf Carts for recreational and utility purposes among its residents and visitors; and

WHEREAS, the State of Wisconsin permits municipalities to adopt local ordinances allowing the operation of ATVs, UTVs and Golf Carts on designated public roads, subject to specific safety and operational guidelines; and

WHEREAS, the Village Board seeks to balance recreational opportunities for ATV/UTV and Golf Cart users with the need to ensure public safety, protect property, and minimize potential nuisances for residents.

**NOW, THEREFORE BE IT RESOLVED**, the Village Board of the Village of Vernon, Waukesha County, Wisconsin, DO HEREBY ORDAIN AS FOLLOWS to Amend and Create the following Sections of the Village's Code of Ordinances:

**SECTION 1:** Chapter 290 Entitled "Vehicles and Traffic," Article V Entitled "Off-Road Vehicles" is hereby repealed and recreated as follows:

**Off-Road Vehicles Section 290-7 (C)****Purpose, Authority, and Definitions.**

A. Purpose. The purpose of this ordinance is to establish all-terrain vehicles and utility terrain vehicle routes in the Village and to regulate the operation of all-terrain vehicles and utility terrain vehicles in the community.

B. Authority. The Village Board of the Village of Vernon, Waukesha County, Wisconsin, has the specific authority to adopt this All-Terrain Vehicle and Utility Terrain Vehicle Ordinance under § 23.33 (8) (b) and (11), Wis. Stats.

C. Definitions.

1. All-terrain vehicle (ATV): A commercially designed and manufactured motor- driven device that does not meet federal motor vehicle safety standards effective July 1, 2012, that is not a golf cart, low speed vehicle, dune buggy, mini-truck, or tracked vehicle, that is designed to be used primarily off of a paved road, and that has, and was manufactured with, all of the following.

- a) A weight, without fluids, of 900 pounds or less.
- b) Travels on 3 or more tires.
- c) Is equipped with a seat designed to be straddled by the operator.
- d) A width of no more than 50 inches, as measured laterally between the outermost wheel rim on each side of the vehicle, exclusive of tires, mirrors, and accessories that are not essential to the vehicle's basic operation.

2. Utility-Terrain Vehicle (UTV): A commercially designed and manufactured motor driven device that does not meet federal motor vehicle safety standards effective July 1, 2012, that is not a golf cart, low speed vehicle, dune buggy, mini-truck, or tracked vehicle, that is designed to be used primarily off of a highway, and that has and was manufactured with, all of the following:

- a) A weight, without fluids, of 3,000 pounds or less.
- b) Four or more tires.
- c) A steering wheel.
- d) A taillight.
- e) A brake light.
- f) Two headlights.
- g) A width of not more than 65 inches as measured laterally between the outermost wheel rim on each side of the vehicle, exclusive of tires, mirrors, and accessories that are not essential to the vehicle's basic operation.
- h) A system of seat belts, or a similar system, for restraining each occupant of the device in the event of an accident.
- i) A system of structural members designed to reduce the likelihood that an occupant would be crushed as the result of a rollover of the device.
- j) A commercially designed and manufactured motor driven device to which all of the following applies:
  - 1. It does not meet federal motor vehicle safety standards in effect on July 1, 2012; is not a golf cart, low-speed vehicle, dune buggy, mini-truck, or tracked vehicle; is designed to be used primarily off of a highway; and has, and was originally manufactured with, a weight, without fluids, of not more than 3,000 pounds.
  - 11. It has a width of 65 inches or less as measured laterally between the outermost wheel rim on each side of the vehicle, exclusive of tires, mirrors, and accessories that are not essential to the vehicle's basic operation.
  - 111. It is equipped with a seat designed to be straddled by the operator.
  - 1V. It travels on 3 or more tires.
  - V. It is not an ATV, as defined in § 340.01 (2g) Wis. Stats.
- k) All other applicable words and phrases defined in § 23.33 and § 340.01 Wis. Stats. are incorporated by reference in this ordinance.

3. **Golf Cart:** Definitions. As used in this section, the following terms shall have the meanings indicated:

- a. A gas-powered or electric-powered three- or four-wheeled vehicle originally designed and manufactured for operation on a golf course for sporting purposes and has a speed attainable in one mile of not more than 20 miles per hour. The cart shall be equipped with head- and taillights, and a slow-moving triangle-shaped sign affixed to the outermost rear of the cart if it cannot attain a speed of 25 miles per hour. If the cart has a rear-facing seat, it shall be on the outer portion of that.
- b. Operating restrictions. Golf cart usage is only allowed on Village of Vernon roads with a posted speed limit of 25 miles per hour or lower except as further provided herein. Usage is prohibited on and across any State or County Highway or any other public road with posted speed limits exceeding 25 miles per hour.
- c. No golf cart may be operated on Village of Vernon roads before sunrise or after sunset.
- d. No person under the age of 16 may operate any golf cart on any public roads. All legal operators will be required to have a valid driver's license. All passengers must be seated, and seating is limited to two people per bench seat. If a child is a passenger, then the child must be seated in accordance with all child restraint seat requirements by state or federal regulations for said child.
- e. Golf cart operators shall obey all posted road signs, i.e., stop, yield and speed limit signs. Operators shall be subject to Wisconsin Statutes Chapter 346 "Rules of the Road" applicable to automobiles. Forfeitures for violations will be determined by those in effect for automobiles. In particular, the operator must be sober, open alcohol is not allowed on the cart, and all riders must be seated.
- f. Any golf cart which cannot attain a speed of 25 miles per hour must display a slow-moving-vehicle emblem as required by § 347.245(1) Wis. Stats.

- g. No unattended golf cart is permitted on any public roadway while the motor is running or with the key in the ignition.
- h. No person may operate a golf cart on a sidewalk, pedestrian walkway, in any park or any grassy area outside the roadway easement.
- i. Golf carts shall be operated on the extreme right side of the improved roadway and travel with the flow of traffic. Golf carts shall be operated single file.

4. Off-Highway Vehicle: Any motor-driven vehicle which is designated for off- highway recreation, including dirt bikes, power-driven cycles, and minibikes, but excluding tractors and mopeds.

#### **Section 290-8 Regulation of ATVs, UTVs and ATV/UTV Routes.**

- A. Operation of ATVs and UTVs. Pursuant to § 23.33 (4) (d) 4., Wis. Stats., except as otherwise provided in § 23.33 (4), Wis. Stats., no person may operate an ATV and UTV on the roadway portion of any highway in the Village except on roadways that are designated as ATV and UTV routes by this ordinance. Operation of ATVs and UTVs on a roadway in the Village, that is an ATV and UTV route is authorized only for the extreme right side of the roadway except that left turns may be made from any part of the roadway that is safe given prevailing conditions.
- B. Designation of ATV and UTV Routes. All Village-maintained public rights-of-way are designated ATV and UTV routes in the Village.
- C. Conditions Applicable to ATV and UTV Routes. A. Pursuant to § 23.33 (8) (d), Wis. Stats., the following restrictions are placed on the use of the Village ATV and UTV routes designated by this Ordinance:
  - 1. Routes shall be marked with uniform ATV and UTV route signs in accordance with § 23.33 (8) (e), Wis. Stats., and § NR 64.12 (7), Wisconsin Administrative Code. No person may do any of the following in regard to signs marking Village ATV and UTV routes:
    - a) Intentionally remove, damage, deface, move, or obstruct any uniform ATV and UTV route or trail sign or standard or intentionally interfere with the effective operation of any uniform ATV and UTV route or trail sign or standards if the sign or standard is legally placed by the state, any municipality, or any authorized individual.
    - b) Possess any uniform ATV and UTV route or trail sign or standard of the type established by the department for the warning, instruction, or information of the public, unless he or she obtained the uniform ATV and UTV route or trail sign or standard in a lawful manner. Possession of a uniform ATV and UTV route or trail sign or standard creates a rebuttable presumption of illegal possession.
  - 2. Operation shall be subject to all provisions of § 23.33, Wis. Stats., which is adopted as a pair of this ordinance by reference, pursuant to § 23.33 (11), Wis. Stats.
    - a) A copy of this ordinance shall be sent by the Village Clerk to the Department of Natural Resources, the Waukesha County Sheriff's Department and any other law enforcement agency serving the Village of Vernon's jurisdiction.
    - b) All ATV and UTV operators shall observe posted roadway speed limits.
    - c) All ATV and UTV operators shall be prohibited from riding before sunrise or after sunset.
- D. Prohibited Operation. No person shall operate an off-highway vehicle, ATV and UTV, as follows:
  - 1. On the property of another without his or her written consent.
  - 2. Operation of an ATV or UTV on any sidewalk, designated bicycle or pedestrian lane, gravel shoulder, ditch, or other area of any public right-of-way other than on the paved roadway is prohibited, unless specifically designated and posted otherwise by the Village, subject to any exemptions or exceptions to this rule as identified in Wisconsin Statutes Section 23.33.
  - 3. In any Village-owned Park, not including the parking lots or places of public parking or except as authorized by the Village Board for special events.

4. So as to race the engine or cause unnecessary or unusual noise which annoys, disturbs, injuries, or endangers the comfort, health, peace, or safety of others.
5. Operation shall be subject to Wisconsin Statutes Section 23.33(6m) related to "Noise limits". No person may manufacture, sell, rent or operate an ATV or UTV that is constructed in such a manner that noise emitted from the vehicle exceeds 96 decibels on the A scale as measured in the manner prescribed under rules promulgated by the Department of Natural Resources.
6. Operation shall be subject to Wisconsin Statutes Section 23.33(6)(e) related to "mufflers". Every ATV or UTV is required to be equipped with a functioning muffler to prevent excessive or unusual noise and with a functioning spark arrester of a type approved by the U.S. Forest Service. This paragraph does not apply to an ATV or UTV that is operated exclusively by means of an electric motor.

#### **Section 290-9 Enforcement and Penalties.**

- A. Enforcement. This ordinance may be enforced by any law enforcement officer authorized to enforce the laws of the state of Wisconsin and additionally as stated in the Village's citation authority ordinance adopted per § 66.0113 Wis. Stats.
- B. Penalties. The penalties under § 23.33(13), Wis. Stats., are adopted by reference.

**SECTION 2: Severability.** The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

**SECTION 3: Effective Date.** This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

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Jeff Millies, President

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Jay Pecha, Trustee #1

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Gary Finch, Trustee #2

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Dylan Neumann, Trustee #3

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Jim Hirth, Trustee #4

ATTEST:

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Karen L. Schuh  
Village of Vernon Administrator Clerk, Waukesha County  
Posted on

STATE OF WISCONSIN

VILLAGE OF VERNON

WAUKESHA COUNTY

**RESOLUTION NO. 2025-04**

**A RESOLUTION TO AMEND THE SCHEDULE OF DEPOSITS  
ACCORDING TO SECTION 1-7 OF THE MUNICIPAL CODE**

WHEREAS, The Village Board of the Village of Vernon is responsible for the establishment of a Schedule of Deposits according to Section 1.7 of the Municipal Code; and

WHEREAS, Section 1-7 states that the amount of the deposit shall be as set forth in resolution adopted by the Village Board and shall include penalty assessment as established under Section 165.87, Wisconsin Statutes, and costs.

NOW, THEREFORE, the Village Board of the Village of Vernon, Waukesha County, Wisconsin, DO ORDAIN AS FOLLOWS:

**SECTION 1:** The attached Schedule of Deposits is established for use with citations issued under the sections listed and referred to as Exhibit A, dated October 2, 2025, is hereby adopted.

**SECTION 2:** **SEVERABILITY.**

Several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

**SECTION 3:** **EFFECTIVE DATE.**

This resolution shall take effect immediately upon passage and posting or publication as provided by law.

Dated this 2<sup>nd</sup> day of October 2025

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Jeff Millies, Village President

ATTEST:

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Karen L. Schuh  
Village of Vernon Administrator Clerk  
Waukesha County  
file: X:Resolution\ 2025

## VILLAGE OF VERNON SCHEDULE OF DEPOSITS

"Bond Schedule" 2025 Pursuant To Section 1-7 of the Municipal Code revised 10-2-2025

ORD. / CH		OFFENSE	FORFEITURE		
ANIMAL VIOLATIONS	ANIMALS	1st OFFENSE	2nd	3rd	
			OFFENSE	OFFENSE	
117-2 A	Animals at Large	\$200.00	\$300.00	\$400.00	
117-2 B	Vicious Animals	\$200.00	\$300.00	\$800.00	
117-3	Noisy Animals	\$200.00	\$300.00	\$400.00	
117-9	Dog Attacks	\$500.00	\$750.00	\$2,000.00	
117-9	Harbor Vicious Dog	\$300.00	\$400.00	\$500.00	
117-4, 9	Unlicensed Dog	\$200.00	\$300.00	\$400.00	
BURNING VIOLATIONS	BURNING	1st OFFENSE	2nd	3rd	
			OFFENSE	OFFENSE	
160-34	Open Burning	\$200.00	\$300.00	\$400.00	
GENERAL VILLAGE ORDINANCES	GENERAL	1st OFFENSE	2nd	3rd	
			OFFENSE	OFFENSE	
180-7	Public Works Ordinances	\$200.00	\$300.00	\$400.00	
244-2	Prohibited Use of Firearms	\$500.00	\$750.00	\$1,000.00	
262	Refuse & Recycling	\$200.00	\$300.00	\$400.00	
180	Unlawful Obstructions Right of way	\$200.00	\$300.00	\$400.00	
125-33	Building Inspection	\$200.00	\$300.00	\$400.00	
300	Village Zoning Violation	\$2000.00 per day per each offense			
160-37 B	Prohibited Entry of Village Ponds	\$200.00	\$300.00	\$400.00	
105-15	Adult Orientated Establishments	\$1,000.00	\$1,500.00	\$2,000.00	
249-18	Peddlers, Canvassers, and Transient Merchants	\$500.00	\$375.00	\$500.00	
200	Violations to Land Division and Development Cont	\$250.00	\$375.00	\$500.00	
221-1,249	Noise/Music	\$200.00	\$400.00	\$750.00	
249-10	Sellers Permit Violations	\$500.00	\$750.00	\$1,000.00	
27-5	Obstructing Emergency Rescue Personnel	\$500.00	\$750.00	\$1,000.00	
112-7	Amusement Parlors & Devices	\$1,000.00	\$1,500.00	\$2,000.00	
244-1	Statutory Provisions				
29.601	Noxious Substances	\$200.00	\$300.00	\$400.00	
110.075(1)	Producing/Using Inspection Sticker Fraudulently	\$200.00	\$300.00	\$400.00	
134.06	Motor vehicle sales/bonus to chauffeur prohibited	\$200.00	\$300.00	\$400.00	
134.66	Restrictions on sale or gift of cigarettes or tobacco	\$200.00	\$300.00	\$400.00	
173.10	Investigation of cruelty complaints	\$200.00	\$300.00	\$400.00	
175.25	Illegal storage of junked vehicles	\$200.00	\$300.00	\$400.00	
218.015	Used cars prohibited acts	\$200.00	\$300.00	\$400.00	
218.015	Purchase or lease of motor vehicle my minor	\$200.00	\$300.00	\$400.00	
285.30(6)	Pollution by motor vehicle/failure to repair	\$200.00	\$300.00	\$400.00	
939.05	Parties to crime	\$200.00	\$300.00	\$400.00	
940.19	Battery	\$500.00	\$750.00	\$1,000.00	
941.10	Negligent Burning	\$200.00	\$300.00	\$400.00	
97.627, 2	Causing fires by tobacco smoking	\$200.00	\$300.00	\$400.00	
941.12(2)	Interfering with or failing to assist in fire fighting	\$200.00	\$300.00	\$400.00	

941.13	False Alarms and interference with fire fighting	\$200.00	\$300.00	\$400.00
941.20(1)	Reckless use of weapon	\$200.00	\$300.00	\$400.00
941.23	Carrying Concealed weapon	\$200.00	\$300.00	\$400.00
941.231	Possession of knife	\$200.00	\$300.00	\$400.00
943.01(1)	Criminal damage to property (< \$2000.)	\$200.00	\$300.00	\$400.00
943.07	Criminal damage to railroad	\$200.00	\$300.00	\$400.00
943.11	Entry into locked vehicle	\$200.00	\$300.00	\$400.00
943.125	Entry into locked coin box	\$200.00	\$300.00	\$400.00
943.13	Tresspass to land	\$200.00	\$300.00	\$400.00
943.14	Criminal Tresspass to Building/Dwellings	\$200.00	\$300.00	\$400.00
943.01	Criminal Damage	\$500.00	\$750.00	\$1,000.00
943.20	Theft (<\$500.)	\$500.00	\$750.00	\$1,000.00
943.23(2)	Operate auto without owner's consent	\$200.00	\$300.00	\$400.00
943.24	Issue of worthless checks	\$200.00	\$300.00	\$400.00
943.50	Shoplifting	\$200.00	\$300.00	\$400.00
944.15	Fornication	\$200.00	\$300.00	\$400.00
944.17	Sexual gratification	\$200.00	\$300.00	\$400.00
944.20	Lewd and lascivious Behavior	\$200.00	\$300.00	\$400.00
944.21	Lewd, obscene or indecent matter, pictures and p	\$200.00	\$300.00	\$400.00
944.23	Making lewd, obscene or indecent drawings	\$200.00	\$300.00	\$400.00
944.30	Prostitution	\$200.00	\$300.00	\$400.00
944.31	Patronizing prostitutes	\$200.00	\$300.00	\$400.00
944.33	Pandering	\$200.00	\$300.00	\$400.00
944.34	Keeping place of prostitution	\$200.00	\$300.00	\$400.00
945.02	Gambling	\$200.00	\$300.00	\$400.00
946.40	Refusing to aid an officer	\$700.00	\$1,000.00	\$1,500.00
946.41-4	Resisting or obstructing an officer	\$700.00	\$1,000.00	\$1,500.00
946.44	Assisting or permitting escape	\$700.00	\$1,000.00	\$1,500.00
946.69	Falsely assuming to act as a public officer	\$200.00	\$300.00	\$400.00
946.70	Impersonating a peace officer	\$200.00	\$300.00	\$400.00
946.72	Tampering with public records and notices	\$200.00	\$300.00	\$400.00
947.01	Disorderly Conduct	\$500.00	\$750.00	\$1,000.00
500	Unlawful use of telephone	\$500.00	\$750.00	\$1,000.00
947.06	Unlawful assemblies	\$200.00	\$300.00	\$400.00
947.013	Harassment	\$500.00	\$750.00	\$1,000.00
948.40	Contributing to delinquency of a child	\$200.00	\$300.00	\$400.00
948.51	Hazing	\$200.00	\$300.00	\$400.00
951.01	to Crimes against animals	\$200.00	\$300.00	\$400.00
961.41(3)	Posession of marijuana/illegal substances/alcohol	\$500.00	\$750.00	\$1,000.00
961.41(4)	Unlawful manufacture/delivery of controlled subs:	\$500.00	\$750.00	\$1,000.00
160-24	Fireworks	\$1,000.00	\$2,000.00	\$3,000.00
262-8	Refuse & Recycling Carts	\$200.00	\$200.00	\$400.00
295-5	Weed Control	\$200.00	\$300.00	\$400.00

JUVENILE VIOLATIONS		JUVENILE	1st OFFENSE	2nd OFFENSE	3rd OFFENSE
		Parental Responsibility	\$200.00	\$300.00	\$400.00
187-1		Under Age Drinking under 17-mandatory court appearance	\$50.00	\$100.00	\$250.00
187-2		Under Age Drinking 18-20 -mandatory court appearance	\$100.00	\$250.00	\$500.00
137-7		Minor Possess Tobacco	\$200.00	\$300.00	\$500.00
		Operating Vehicle w/o owners consent	\$200.00	\$300.00	\$400.00
PUBLIC NUISANCE VIOLATIONS		PUBLIC NUISANCE	1st OFFENSE	2nd OFFENSE	3rd OFFENSE
		230-3 Public Nuisances Affecting Health	\$200.00	\$300.00	\$400.00
		230-4 Public Nuisances Affecting Peace & Safety	\$200.00	\$300.00	\$400.00
		230-5 Public Nuisances Affecting Morals & Decency	\$200.00	\$300.00	\$400.00
		230-8 Junked & Abandoned Vehicle	\$300.00	\$400.00	\$500.00
VILLAGE PARKS VIOLATIONS		PARKS	1st OFFENSE	2nd OFFENSE	3rd OFFENSE
		239-3 Park Hours	\$200.00	\$300.00	\$400.00
		239-5 B Unauthorized Camping in Village Parks	\$200.00	\$300.00	\$400.00
		239-5 D Unauthorized Use of Fireworks in Village Parks	\$1,000.00	\$1,500.00	\$2,000.00
		239-5 E Gambling in Village Parks	\$200.00	\$300.00	\$400.00
		239-5 F Unauthorized Games in Village Parks	\$200.00	\$300.00	\$400.00
		239-5 G Hunting or Firearms in Village Parks	\$500.00	\$750.00	\$2,000.00
		239-5 I Littering	\$1,000.00	\$1,500.00	\$2,000.00
		239-5 J Use of Fermented Malt Beverages in Village Parks	\$200.00	\$300.00	\$400.00
		239-5 K Damage to Village Parks	\$200.00	\$300.00	\$500.00
		239-5 L Unauthorized Sales in Village Parks	\$250.00	\$375.00	\$500.00
		239-5 M Smoking in Prohibited Areas in Village Parks	\$200.00	\$300.00	\$400.00
		239-6 Use of Bicycles in Village Parks	\$200.00	\$300.00	\$400.00
		239-7 Use of Picnic or Play Areas in Village Parks	\$200.00	\$300.00	\$400.00
		239-8 Parking in Village Parks	\$200.00	\$300.00	\$400.00
		239-5 Park Rules Violations	\$200.00	\$300.00	\$400.00
		239-9 Use of Recreation Facilities	\$200.00	\$300.00	\$400.00
TRAFFIC VIOLATIONS		TRAFFIC			
		290-1 State Traffic Laws Adopted			Per RUSTDS
		State Traffic Laws And All Other Violations As Set Forth In The Municipal Code. Any forfeiture for Violation of the State Statutes Adopted by Reference in this Code shall conform to the forfeiture permitted to be imposed for Violation of such Statutes as set forth in the Uniform Deposit and Misdemeanor Bail Schedule of the Wisconsin Judicial Conference, including any variations of increases for subsequent offences, which schedule is adopted by reference.			
		Unsafe Driving	\$200.00	\$250.00	\$300.00
		Speeding on Ice	\$200.00	\$250.00	\$300.00
		Negligent Operation on Ice	\$200.00	\$250.00	\$300.00

290-4	Regulation of Heavy Traffic	\$500.00	\$750.00	\$1,000.00
290-6	Obstructing Highways	\$200.00	\$300.00	\$400.00
290-7	Off Road Vehicle Violations	\$200.00	\$300.00	\$400.00
346.48	Not Stopping for School Bus Flashing Lights	\$400.00	\$600.00	\$800.00

VEHICLE ALL-TERRAIN VEHICLE VIOLATIONS	VEHICLES	1st OFFENSE	2nd OFFENSE	3rd OFFENSE
290-7 C (All-Terrain Vehicles Hours (8:31pm/dusk to 9am)		\$200.00	\$250.00	\$500.00
290-7 C (All-Terrain Vehicles Causing Disturbances		\$200.00	\$250.00	\$500.00
290-7 C (All-Terrain Vehicles Endangering Persons or Property		\$200.00	\$250.00	\$500.00
290-7 D Off-Road Vehicles Operating on Village Lands		\$200.00	\$250.00	\$500.00
290-8 Snowmobiles		\$200.00	\$250.00	\$500.00

PARKING VIOLATIONS	Parking Limitations (in Days)	Per day
290-5 A General Parking		\$200.00
290-5 B Temporary Parking		\$200.00
290-5 D No Parking		\$200.00
290-5 E Snow Emergency Parking		\$200.00
290-5 F Commercial Vehicle Parking		\$200.00
290-5 G Special Parking Limitations		\$200.00
290-5 H Night Parking		\$200.00

#### COSTS INCLUDED IN CITATION

Penalty Surcharge	26% of Deposit
Jail Surcharge/ Crime Lab Drug Surcharge	\$23.00
Municipal Court Bond Schedule	\$28.00
Amended by State Statutes	

Approved October 2,2025, by the Vernon Village Board through Resolution 2025-04

May 2025

E OF VERNON SCHEDULE OF DEPOSITS "Bond Schedule" 2024 Pursuant To Section 1-7 of the Municipal Code revised 5-

ORD. / CH.		OFFENSE	FORFEITURE		
ANIMAL VIOLATIONS		ANIMALS	1st OFFENSE	2nd OFFENSE	3rd OFFENSE
	117-2 A	Animals at Large	\$100.00	\$150.00	\$200.00
	117-2 B	Vicious Animals	\$200.00	\$300.00	\$400.00
	117-3	Noisy Animals	\$100.00	\$150.00	\$200.00
	117-9	Dog Attacks	\$500.00	\$750.00	\$1,000.00
	117-9	Harbor Vicious Dog	\$200.00	\$300.00	\$400.00
	117-4, 9	Unlicensed Dog	\$100.00	\$150.00	\$200.00
BURNING VIOLATIONS		BURNING	1st OFFENSE	2nd OFFENSE	3rd OFFENSE
	160-34	Open Burning	\$100.00	\$150.00	\$200.00
GENERAL VILLAGE ORDINANCES		GENERAL	1st OFFENSE	2nd OFFENSE	3rd OFFENSE
	180-7	Public Works Ordinances	\$100.00	\$150.00	\$200.00
	244-2	Prohibited Use of Firearms	\$500.00	\$750.00	\$1,000.00
	262	Refuse & Recycling	\$100.00	\$150.00	\$200.00
	180	Unlawful Obstructions Right of way	\$100.00	\$200.00	\$300.00
	125-33	Building Inspection	\$100.00	\$150.00	\$200.00
	300	Village Zoning Violation	\$2000.00 per day per each offense		
	160-37 B	Prohibited Entry of Village Ponds	\$100.00	\$150.00	\$200.00
	105-15	Adult Orientated Establishments	\$1,000.00	\$1,500.00	\$1,500.00
	249-18	Peddlers, Canvassers, and Transient Merchants	\$500.00	\$375.00	\$500.00
	200	Violations to Land Division and Development Control	\$250.00	\$375.00	\$500.00
	221-1,249-8,3	Noise/Music	\$200.00	\$400.00	\$750.00
	249-10	Sellers Permit Violations	\$500.00	\$750.00	\$1,000.00
	27-5	Obstructing Emergency Rescue Personnel	\$500.00	\$750.00	\$1,000.00
	112-7	Amusement Parlors & Devices	\$1,000.00	\$1,500.00	\$1,500.00
244-1	Statutory Provisions				
	29.601	Noxious Substances	\$100.00	\$150.00	\$200.00
	110.075(7)	Producing/Using Inspection Sticker Fraudulently	\$100.00	\$150.00	\$200.00
	134.06	Motor vehicle sales/bonus to chauffeur prohibited	\$100.00	\$150.00	\$200.00
	134.66	Restrictions on sale or gift of cigarettes or tobacco produc	\$100.00	\$150.00	\$200.00
	173.10	Investigation of cruelty complaints	\$100.00	\$150.00	\$200.00
	175.25	Illegal storage of junked vehicles	\$100.00	\$150.00	\$200.00
	218.0146	Used cars prohibited acts	\$100.00	\$150.00	\$200.00
	218.0147	Purchase or lease of motor vehicle my minor	\$100.00	\$150.00	\$200.00
	285.30(6)	Pollution by motor vehicle/failure to repair	\$100.00	\$150.00	\$200.00
	939.05	Parties to crime	\$100.00	\$150.00	\$200.00
	940.19	Battery	\$500.00	\$750.00	\$1,000.00
	941.10	Negligent Burning	\$100.00	\$150.00	\$200.00
	97.627, 23.09,	Causing fires by tobacco smoking	\$100.00	\$150.00	\$200.00
	941.12(2),(3)	Interfering with or failing to assist in fire fighting	\$100.00	\$150.00	\$200.00
	941.13	False Alarms and interference with fire fighting	\$100.00	\$150.00	\$200.00

May 2025

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941.20(1)	Reckless use of weapon	\$100.00	\$150.00	\$200.00
941.23	Carrying Concealed weapon	\$100.00	\$150.00	\$200.00
941.231	Possession of knife	\$100.00	\$150.00	\$200.00
943.01(1)	Criminal damage to property (< \$1000.)	\$100.00	\$150.00	\$200.00
943.07	Criminal damage to railroad	\$100.00	\$150.00	\$200.00
943.11	Entry into locked vehicle	\$100.00	\$150.00	\$200.00
943.125	Entry into locked coin box	\$100.00	\$150.00	\$200.00
943.13	Tresspass to land	\$100.00	\$150.00	\$200.00
943.14	Criminal Tresspass to Building/Dwellings	\$100.00	\$150.00	\$200.00
943.01	Criminal Damage	\$500.00	\$750.00	\$1,000.00
943.20	Theft (<\$500.)	\$500.00	\$750.00	\$1,000.00
943.23(2)	Operate auto without owner's consent	\$100.00	\$150.00	\$200.00
943.24	Issue of worthless checks	\$100.00	\$150.00	\$200.00
943.50	Shoplifting	\$100.00	\$150.00	\$200.00
944.15	Fornication	\$100.00	\$150.00	\$200.00
944.17	Sexual gratification	\$100.00	\$150.00	\$200.00
944.20	Lewd and lascivious Behavior	\$100.00	\$150.00	\$200.00
944.21	Lewd, obscene or indecent matter, pictures and performance	\$100.00	\$150.00	\$200.00
944.23	Making lewd, obscene or indecent drawings	\$100.00	\$150.00	\$200.00
944.30	Prostitution	\$100.00	\$150.00	\$200.00
944.31	Patronizing prostitutes	\$100.00	\$150.00	\$200.00
944.33	Pandering	\$100.00	\$150.00	\$200.00
944.34	Keeping place of prostitution	\$100.00	\$150.00	\$200.00
945.02	Gambling	\$100.00	\$150.00	\$200.00
946.40	Refusing to aid an officer	\$700.00	\$1,000.00	\$1,500.00
946.41-42(1)	Resisting or obstructing an officer	\$700.00	\$1,000.00	\$1,500.00
946.44	Assisting or permitting escape	\$700.00	\$1,000.00	\$1,500.00
946.69	Falsely assuming to act as a public officer	\$100.00	\$150.00	\$200.00
946.70	Inpersonating a peace officer	\$100.00	\$150.00	\$200.00
946.72	Tampering with public records and notices	\$100.00	\$150.00	\$200.00
947.01	Disorderly Conduct	\$500.00	\$750.00	\$1,000.00
500	Unlawful use of telephone	\$500.00	\$750.00	\$1,000.00
947.06	Unlawful assemblies	\$100.00	\$150.00	\$200.00
947.013	Harassment	\$500.00	\$750.00	\$1,000.00
948.40	Contributing to delinquency of a child	\$100.00	\$150.00	\$200.00
948.51	Hazing	\$100.00	\$150.00	\$200.00
951.01 to 951.1	Crimes against animals	\$100.00	\$150.00	\$200.00
961.41(3g)(b)	Posession of marijuana/illegal substances/alcohol	\$500.00	\$750.00	\$1,000.00
961.41(4)(bm)	Unlawful manufacture/delivery of controlled substance	\$500.00	\$750.00	\$1,000.00
160-24	Fireworks	\$1,000.00	\$1,000.00	\$1,000.00
262-8	Refuse & Recycling Carts	\$100.00	\$100.00	\$100.00
295-5	Weed Control	\$100.00	\$150.00	\$200.00

JUVENILE VIOLATIONS	JUVENILE	2nd OFFENSE		
		1st OFFENSE	OFFENSE	OFFENSE
	Parental Responsibility	\$100.00	\$150.00	\$200.00
187-1	Under Age Drinking under 17-mandatory court appearance	\$50.00	\$100.00	\$250.00
187-2	Under Age Drinking 18-20 -mandatory court appearance	\$100.00	\$250.00	\$500.00

137-7	Minor Possess Tobacco Operating Vehicle w/o owners consent	\$100.00 \$100.00	\$150.00 \$150.00	\$200.00 \$200.00
<b>PUBLIC NUISANCE VIOLATIONS</b>	<b>PUBLIC NUISANCE</b>	<b>1st OFFENSE</b>	<b>2nd OFFENSE</b>	<b>3rd OFFENSE</b>
230-3	Public Nuisances Affecting Health	\$100.00	\$150.00	\$200.00
230-4	Public Nuisances Affecting Peace & Safety	\$100.00	\$150.00	\$200.00
230-5	Public Nuisances Affecting Morals & Decency	\$100.00	\$150.00	\$200.00
230-8	Junked & Abandoned Vehicle	\$150.00	\$200.00	\$300.00
<b>VILLAGE PARKS VIOLATIONS</b>	<b>PARKS</b>	<b>1st OFFENSE</b>	<b>2nd OFFENSE</b>	<b>3rd OFFENSE</b>
239-3	Park Hours	\$100.00	\$150.00	\$200.00
239-5 B	Unauthorized Camping in Village Parks	\$100.00	\$150.00	\$200.00
239-5 D	Unauthorized Use of Fireworks in Village Parks	\$1,000.00	\$1,500.00	\$2,000.00
239-5 E	Gambling in Village Parks	\$100.00	\$150.00	\$200.00
239-5 F	Unauthorized Games in Village Parks	\$100.00	\$150.00	\$200.00
239-5 G	Hunting or Firearms in Village Parks	\$500.00	\$750.00	\$1,000.00
239-5 I	Littering	\$1,000.00	\$1,500.00	\$2,000.00
239-5 J	Use of Fermented Malt Beverages in Village Parks	\$100.00	\$150.00	\$200.00
239-5 K	Damage to Village Parks	\$200.00	\$300.00	\$500.00
239-5 L	Unauthorized Sales in Village Parks	\$250.00	\$375.00	\$500.00
239-5 M	Smoking in Prohibited Areas in Village Parks	\$100.00	\$150.00	\$200.00
239-6	Use of Bicycles in Village Parks	\$100.00	\$150.00	\$200.00
239-7	Use of Picnic or Play Areas in Village Parks	\$100.00	\$150.00	\$200.00
239-8	Parking in Village Parks	\$100.00	\$150.00	\$200.00
239-5	Park Rules Violations	\$100.00	\$150.00	\$200.00
239-9	Use of Recreation Facilities	\$100.00	\$150.00	\$200.00
<b>TRAFFIC VIOLATIONS</b>	<b>TRAFFIC</b>			
290-1	State Traffic Laws Adopted  State Traffic Laws And All Other Violations As Set Forth In The Municipal Code. Any forfeiture for Violation of the State Statutes Adopted by Reference in this Code shall conform to the forfeiture permitted to be imposed for Violation of such Statutes as set forth in the Uniform Deposit and Misdemeanor Bail Schedule of the Wisconsin Judicial Conference, including any variations of increases for subsequent offences, which schedule is adopted by reference.			<b>Per RUSTC</b>
	Unsafe Driving	\$100.00	\$150.00	\$200.00
	Speeding on Ice	\$100.00	\$150.00	\$200.00
	Negligent Operation on Ice	\$100.00	\$150.00	\$200.00
290-4	Regulation of Heavy Traffic	\$500.00	\$750.00	\$1,000.00
290-6	Obstructing Highways	\$100.00	\$150.00	\$200.00
290-7	Off Road Vehicle Violations	\$100.00	\$150.00	\$200.00
<b>VEHICLE ALL- TERRAIN VEHICLE VIOLATIONS</b>	<b>VEHICLES</b>	<b>1st OFFENSE</b>	<b>2nd OFFENSE</b>	<b>3rd OFFENSE</b>

May 2025 (4)

290-7 C (1)	All-Terrain Vehicles Hours (8:31pm/dusk to 9am)	\$100.00	\$250.00	\$500.00
290-7 C (2)	All-Terrain Vehicles Causing Disturbances	\$100.00	\$250.00	\$500.00
290-7 C (3)	All-Terrain Vehicles Endangering Persons or Property	\$100.00	\$250.00	\$500.00
290-7 D	Off-Road Vehicles Operating on Village Lands	\$100.00	\$250.00	\$500.00
290-8	Snowmobiles	\$100.00	\$250.00	\$500.00

PARKING VIOLATIONS	Parking Limitations (in Days)	Per day
290-5 A	General Parking	\$100.00
290-5 B	Temporary Parking	\$100.00
290-5 D	No Parking	\$100.00
290-5 E	Snow Emergency Parking	\$100.00
290-5 F	Commercial Vehicle Parking	\$100.00
290-5 G	Special Parking Limitations	\$100.00
290-5 H	Night Parking	\$100.00

COSTS INCLUDED IN CITATION		
	Penalty Surcharge	26% of Deposit
	Jail Surcharge/ Crime Lab Drug Surcharge	\$23.00
	Municipal Court Bond Schedule	\$28.00
	Amended by State Statutes	

Approved May 2, 2024 by the Vernon Village Board through Resolution 2024-04

STATE OF WISCONSIN

VILLAGE OF VERNON

WAUKESHA COUNTY

**RESOLUTION 2025-08**

**A RESOLUTION TO AMEND THE SCHEDULE OF FEES FOR 2025  
AS AUTHORIZED BY THE VILLAGE OF VERNON MUNICIPAL CODE**

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WHEREAS The Village Board of the Village of Vernon is responsible for the establishment of fees in certain sections of the Municipal Code; and

WHEREAS Certain Sections of the Village of Vernon Municipal Code state that the amount of the fees shall be as set forth in resolution adopted by the Village Board; and

NOW, THEREFORE, the Vernon Village Board of the Village of Vernon, Waukesha County, Wisconsin, hereby establishes fees in certain sections of the Municipal Code:

**SECTION 1:** The attached Fee Schedule is approved on October 2, 2025, and is hereby adopted and to begin on October 3, 2025.

**SECTION 2:** **SEVERABILITY.**

The several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections, or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

**SECTION 3:** **EFFECTIVE DATE.**

This resolution shall take effect on October 3, 2025, upon passage and posting or publication as provided by law and the attached fees will be effective October 3, 2025.

**APPROVED AND ADOPTED THIS 2<sup>nd</sup> day of October 2025; to be in effect on October 3, 2025.**

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Jeff Millies, President

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Jay Pecha, Trustee #1

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Gary Finch, Trustee #2

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Dylan Neumann, Trustee #3

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Jim Hirth, Trustee #4

ATTEST:

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Karen L. Schuh  
Village of Vernon Administrator Clerk, Waukesha County  
Posted on October 3, 2025  
X:/Resolutions/2025-08 Fee Schedule

<b>Village of Vernon 2025 Fee Schedule</b>	
<b>Village Board Approved on 10-2-2025</b>	
<b>*All Actual Professional fees incurred by the Village must be reimbursed per section 23-10; per Village of Vernon Municipal Code.</b>	
<b>PLAN COMMISSION</b>	<b>2025 FEE</b>
Preliminary Plat	\$500 + \$30 per lot
Re-Submittal of Preliminary Plat	\$400.00
Final Plat	\$400.00
Re-Submittal of Final Plat	\$300.00
Re-Plats & Assessor's Plats	\$500.00
Condominium Plat	\$500.00
Waiver/Modification from L.D.D.C.O.	\$50.00
Concept Certified Survey Map	\$150 + \$15 per lot
Final Certified Survey Map	\$200 + \$15 per lot
Re-Submittal of Final Certified Survey Map	\$100 + \$10 per lot
*Impact Fee-Changes the 1st day of each year by percentage	\$593.00
Site Plan and Plan of Operation	\$200.00
Site Plan and Plan of Operation Amendment	\$100.00
Hobby Kennel Application and Renewal	\$25.00
Hobby Kennel License-For Plan Commission Review	\$60.00
Waiver/Modification for Accessory Building	\$150.00
Master Plan Amendment	\$500.00
Re-Zoning	\$450.00
Conditional Use (Original)	\$300.00
Conditional Use (Amendment)	\$200.00
Planned Unit Development	\$200 + \$30 per lot
Miscellaneous	\$50.00
Special Meeting	\$400.00
Developer's Agreement	\$50.00
Letter of Credit	\$50.00
Construction Plans	\$50.00
Stormwater Management	\$50.00
Declaration of Restrictions	\$50.00
Sign Review	\$100.00
Board of Appeals Review	\$300.00
After the Fact Applications	Double Fees
<b>PROFESSIONAL REIMBURSEMENTS</b>	<b>2025 FEE</b>
Village Attorney	\$216-per hour
Village Attorney-Traffic-Court	\$153 per hour
Village Project Planner	\$148-per hour and mileage
Village Lead Civil Engineer	\$176- per hour
Village Project Civil Engineer	\$157-per hour-
Village Operations Director	\$207- per hour
Village Land Surveyor	\$153- per hour
<b>(A) BUILDING INSPECTION</b>	<b>2025 FEE</b>
<b>Residential 1&amp;2 Family</b>	
New Dwelling	0.38 per sq ft (all areas, foundation) \$160 plan, site review/permit preparation
Erosion control	\$175.00 new construction \$125 additions, etc.
Additions , Remodeling & Solar Applications & Pools	\$9.00 per thousand
Minimum Addition	\$120.00 min., \$350 min. for additions
Zoning Review-	\$600- per single family dwelling
Zoning Review per addition	\$300- per addition

Zoning Review per items	\$150- per pools, decks, garages, etc.
Sheds and Garages	\$100 up to 200 sq ft over 200 sq ft .25-per sq ft-\$75 minimum
Pools	\$65 - above ground
In Ground Pools	\$10 -per thousand
Decks	0.16 per sq ft -\$150- minimum
Fences	\$65.00
Razing Permit	0.09 per sq ft - \$200 minimum
State Seal	\$55.00
Culvert	\$75 (if applicable)
Sign Permit	\$75 <32 sq ft >32 sq ft \$8 per thousand
Agricultural Building	0.10 sq ft-New-\$6 per thousand-Remodel
Special Inspections	\$65.00
Early Start	\$100.00
Other	\$75 minimum
Electric Service	\$100-up to 200 mp \$40 per add 100 amp
<b>(B) COMMERCIAL</b>	
<b>2025 FEE</b>	
<b>INDUSTRIAL</b>	
New Construction	\$200 Plan, Site Review/Permit Preparation .38-sq ft - all areas, foundations
Multi-Family & Condos	\$200 Plan, Site Review/Permit Preparation 38-sq ft - all areas, foundations
Erosion Control	\$250.00 first acre \$150 per additional acre
Additions and Remodeling	\$9 per thousand of valuation \$200 minimum - \$300 for additions
Zoning Review	\$600- New buildings
Zoning Review per addition	\$250 Additions, remodeling
Zoning Review per item	\$150-per pools, decks, garages, etc
Early Start	\$300.00
Minimum Permit Commercial	\$250.00
Change of use, Occupancy	\$100.00
Outdoor Pools, Tents, etc.	\$9 per thousand
Cell Tower Modifications	\$500.00
Razing Fee	0.09 per sq ft - Minimum \$200
<b>( C ) MECHANICALS</b>	
<b>2025 FEE</b>	
<b>RESIDENTIAL AND COMMERCIAL</b>	
H.V.A.C.	0.07 sq ft plus \$65 - New Construction 0.07 sq ft plus \$65 - Additions, remodeling Modifications per permit app - \$65 minimum
Electrical	0.07 sq ft plus \$65 - New Construction 0.07 sq ft plus \$65- Additions, Remodeling Modifications per permit app \$65 Minimum
Plumbing/Sprinkler	0.07 sq ft plus \$65 - New Construction 0.07 sq ft plus \$65 - Additions, Remodeling Modifications per permit app \$65
<b>ZONING VIOLATIONS</b>	
First Inspection	no charges
Any additional reinspections	\$65.00 for each reinspection
<b>DPW</b>	
<b>2025 FEE</b>	
Culvert Permit with 1 Inspections	\$150.00

Culvert Permit Reinspection	\$100.00
Utility Permit	\$150.00
Utility Permit Reinspection	\$100.00
Right of Way-Structural Permit-fee plus professional reimbu	\$200.00
Wood Chip Delivery	\$30.00
<b>FIRE DEPARTMENT</b>	<b>2025 FEE</b>
Open Burning Permit Fee	Free
BLS Resident Bundled On Scene Care-Non Transport	No Charge
BLS Non-Resident Bundled On Scene Care-Non Transport	\$375.00
ALS Resident Bundled On Scene Care-Non Transport	\$1,800.00
ALS Non-Resident Bundled On Scene Care-Non Transport	\$2,300.00
BLS Resident Bundled Base Rate-Transport	\$1,500.00
BLS Non-Resident Bundled Base Rate-Transport	\$2,000.00
ALS1 Resident Bundled Base Rate-Transport	\$1,800.00
ALS1 Non-Resident Bundled Base Rate-Transport	\$2,300.00
ALS2 Resident Bundled Base Rate-Transport	\$1,850.00
ALS2 Non-Resident Bundled Base Rate-Transport	\$2,350.00
Paramedic Intercept	\$450.00
Mileage Per Loaded Mile	\$30.00
Vehicular Accident/Fire Call	\$500.00
CPAP	\$80.00
Extrication	\$500.00
EZ IO	\$200.00
Fire Response / Vehicles	\$500.00
Hazmat	\$500.00
<b>ADMINISTRATOR/CLERK'S OFFICE</b>	<b>2025 FEE</b>
<b>Copies</b>	
Land Division and Development Control Ordinance	.25 per page
Per copy	\$0.25
<b>Operator Licenses</b>	
Regular	\$45.00
Renewal	\$45.00
Temporary	\$20.00
Provisional	\$15.00
Background Check	\$10.00
<b>*Peddler's Permit - Per Month</b>	<b>\$250.00</b>
Peddler's Permit Background check & Vernon badge	\$25.00 per person
Sex Offender Residency Application	\$500.00
<b>Liquor Licenses</b>	
Class A Liquor	\$500.00
Class "A" Fermented Malt Beverage Retailer	\$100.00
Class B Liquor License	\$500.00
Class "B" Fermented Malt Beverage Retailer	\$100.00
Wholesaler Fermented Malt Beverage	\$25.00
Combined Temporary Class "B" (Picnic) Fermented Malt & Temporary "Class B" (Picnic) Wine Permit	\$25.00
Change of Corporate Agent	\$10.00
Reserve "Class B" Liquor	\$10,000 + annual fee
Cigarette License	\$75.00
Section 221-1B Permit Fee for Noise	\$85.00
Section 221-2B Variance Fee for Noise	\$110.00
Special Assessment Letter	
Regular 2 day turnaround	\$35.00

Rush (Money in hand before processing)	\$50.00
Administrative Fee for Outstanding Invoices sent to State of Wisconsin	\$25.00
<i>*Subject to any applicable fees related to background checks, publication fees and any other legally authorized fees</i>	
<b>RENTAL OF VILLAGE FACILITIES</b>	<b>2025 FEE</b>
Village Facility	\$100 fee and \$75.00 deposit
Park Picnic Facilities (\$75.00 is returned if no damage is found)	\$35.00 and \$75 deposit
**Non-profit organization are exempt from rental fee	\$75 deposit
<b>Field Reservations Fees and Charges</b>	<b>2025 FEE</b>
Field Charges (3hs.) Weekday=40., Field Prep=40.	\$250.00 + Field Charge Deposit
Field Charges (2hs.) Weekend/Holidays=40., Field Prep=6	\$500.00 + Field Charge Deposit
Field Charge Deposit (One Time Use)	\$75.00
Field Charge Deposit (Per Season)	\$200.00
<i>**If an organization contributes more than \$500 for Village facilities that organization would receive one free rental for Pavilion.</i>	
<b>ADMINISTRATOR/CLERK'S OFFICE</b>	<b>2025 FEE</b>
<b>Dog License</b>	
Neutered Male Dog	\$13.00
Spayed Female Dog	\$13.00
Un-neutered Male Dog	\$18.00
Un-spayed Female Dog	\$18.00
Late Fee	\$10.00
Commercial Kennel Tags (12 Dogs)	\$38.00
Additional Kennel Tags Per Dog	\$6.00
Hobby Kennel License Renewal Fee-more than 4 dogs	\$25.00
Tax Search	\$2 per parcel
NSF Check Fees is established by actual bank charge	\$35.00
<b>PARK &amp; REC DEPARTMENT</b>	<b>2025 FEE</b>
<b>See Town of Mukwonago Rec Department</b>	
Field Use	\$40.00
All Day Field Rental (Weekday)	\$250.00
All Day Field Rental (Weekends)	\$500.00
<b>Sponsorships</b>	
Naming rights (field) 5-years	\$5,000.00
Team Sponsor	1-Team \$150 and 2-Teams \$275
Exclusivity	\$250.00
Signage- 1 year	\$300.00
Signage- 3 years	\$800.00
Naming Rights (Heather Ridge) 5-years	\$20,000.00



## RE: [External] Reduction in Speed Limit

From Schultz, Andy <Andy.Schultz@foth.com>

Date Tue 9/23/2025 10:35 AM

To Clerk Administrator <clerk@villageofvernonwi.org>

Cc Brett Bartels <dpwdirector@villageofvernonwi.org>

Karen,

Based on Vernon's history as a township, I'm guessing the speed limit was originally set at 45 mph. Which is within the 10mph reduction allowed to a 55 mph town road.

Per State Statute 346.57 (4)(f), the speed limit of a roadway in an Outlying District within a City or **Village** is fixed at 35 mph. The (now) Village of Vernon has the authority per Statute 349.11(3) to raise speed limits on roads in Outlying Districts up to 55 mph and lower speed limits by 10 mph or less. (i.e. somewhere between 25-55 mph)

Seeing as how the statute treats speed limits of Village and Town roads differently, I would support lowering the speed limit to 35 mph to bring it more in conformance with the statute.

I saw on Google Maps that there is a "Hidden Driveway" sign closer to Edgewood Avenue that is supposed to alert northbound motorists of the driveways just over the crest of the hill. Based on the sight distance available due to the hillcrest, the Village may want to consider adding a second sign closer to the crest to reiterate the fact that hidden driveways exist.

Please contact me if you'd like to discuss further.

Regards,  
Andy

**Andy Schultz, PE**  
Senior Project Manager  
Licensed in WI



**Foth Infrastructure & Environment, LLC**  
7044 S. Ballpark Drive  
Franklin, WI 53132  
Direct: (414) 336-7912  
Cell: (262)707-2523  
[foth.com](http://foth.com)

**From:** Clerk Administrator <clerk@villageofvernonwi.org>  
**Sent:** Monday, September 22, 2025 8:53 PM  
**To:** Schultz, Andy <Andy.Schultz@foth.com>



## Speed limit on Oakdale Drive is 35 mph

From Clerk Administrator <clerk@villageofvernonwi.org>

Date Thu 9/25/2025 1:56 PM

To Brett Bartels <dpwdirector@villageofvernonwi.org>

Cc Jeff Millies <triturf1@outlook.com>; Joseph Haasch <jhaasch@waukeshacounty.gov>

Bcc Dylan Neumann <dneumann@villageofvernonwi.org>; Gary Finch <gfinch@villageofvernonwi.org>; Jay Pecha <jpecha@villageofvernonwi.org>; Jim Hirth <jhirth@villageofvernonwi.org>

Hello Brett,

You need to change the sign on Oakdale Drive to 35 mph. That is what the ordinance says now. I will ask the Village Board if they agreed with the Village Engineer and your recommendation to put a second sign closer to the crest of the hill indicating a hidden driveway. I think we have a sign that is ours, and is in the Village of Big Bend, when they annexed the Rauwirth property.

*Karen L. Schuh*

Village of Vernon, Administrator Clerk

[clerk@villageofvernonwi.org](mailto:clerk@villageofvernonwi.org)

W249S8910 Center Drive

Vernon WI, 53103

Cell: 414-719-2331

Village: 262-662-2039

Fax: 262-662-3510

[www.villageofvernonwi.org](http://www.villageofvernonwi.org)



Oakdale Drive (that portion from CTH ES south to Edgewood Avenue)

Ridge Road

Skyline Avenue (that portion from STH 164 to Ridge Road)

Townline Road

C. Thirty miles per hour. No operator of a motor vehicle shall travel in excess of 30 miles per hour on the following roadways:

Davis Avenue

Skyline Avenue (that portion from STH 164 to Big Bend Drive)

Woodland Lane

D. Twenty-five miles per hour. No operator of a motor vehicle shall travel in excess of 25 miles per hour on the following roadways:

**A**

Aberdeen Way

Alameda Court

Alameda Drive

Alma Lane

Alpine Drive

Aplin Lane

Applewood Circle

**B**

Bassler Lane

Beaver Trail

Benson Avenue

Bernice Lane

Brairhedge Court

Brook Court

Brookside Circle

Bullrush Court

Bywater Lane

**C**

Cameron Court

Cameron Drive

Carol Drive

Cartwright Court

Cedar Court

Cedar Lane

Center Drive (that portion from Skyline Avenue north to the end)

Chateau Lane

Clearview Lane

Clover Court

Crestview Court

## Crestview Drive

## D

Danielson Circle  
Danielson Street  
Darling Drive  
Diane Drive  
Doll Court  
Duncan Court

## E

Eleanor Court  
Eleanor Street  
Enterprise Drive  
Essex Crossing

## F

Fairview Circle  
Fairway Court  
Fernwood Court  
Fernwood Drive  
Forestview Court  
Forestview Lane  
Fox Court  
Fox River Woods Drive

## G

Garrett Drive  
Glenecho Road  
Glenview Drive  
Golf View Court  
Greenbriar Drive  
Green Mountain Drive

## H

Hartwig Avenue  
Hartwig Court  
Hawthorne Chasm  
Heatheridge Drive  
Heather Ridge Court  
Hidden Lakes Court  
Hidden Lakes Drive  
Highland Court  
Highland Drive  
High Point Court



Meyers Drive  
Millbrook Circle E.  
Millbrook Circle S.  
Millbrook Circle W.  
Mission Court  
Moraine Court  
Mt. Everest Court  
Mt. Everest Road  
Mt. Rainier Drive  
Mt. Whitney Avenue

**N**

Norway Drive  
Nottingham Court  
Nottingham Way

**O**

Oakridge Drive  
Oakview Drive  
Olympia Court North  
Olympia Court South  
Overlook Drive

**P**

Pamela Court  
Par Avenue  
Parkview Drive  
Parkwood Trail  
Patrick Drive  
Pheasant Court  
Pheasant Drive  
Pheasant Hill Road  
Pine Court  
Pinecrest Lane  
Prairieside Court  
Prairieside Drive

**R**

Regency Road  
Ridgeway Court  
Ridgeway Road  
River Avenue  
River Oaks Drive  
River Ridge Circle  
Riverview Drive

Robyn Road

Rustic View Lane

**S**

Salem Court

Sandhill Ridge Road

Scotland Drive

Shannon Lane

Sherman Court

Sierra Madre Court

Silvercrest Drive

Somerset Lane

Sonoma Circle

Sonoma Way

South Woods Lane

Stonehill Court

Stonehill Drive

Stoneridge Court

Stony Point Court

Sugar Maple Drive

Sumac Court

Sunrise Circle

Sunset Glen Court

Sunset Glen Drive

Sunset View Drive

Susan Street

**T**

Terrace Court

Terrace Drive

**V**

Valley View Road

Vernon Hills Drive

Verta Vista Court

Verta Vista Drive

Vista Del Tierra

**W**

Wagner Court

West Wildwood Drive

Westwood Drive

Whitetail Trail

Wildwood Court

Wildwood Drive

Windsor Court  
Woodbury Lane  
Woodgate Road  
Woodland Court  
Woodview Lane

## § 290-4. Regulation of heavy traffic.

The following Town roads shall be designated and posted Class B highways. Although the following descriptions are given in one direction of travel, the Class B designation applies for both directions on the described road.

Name of Street	Location
Artesian Avenue	From Center Drive east to STH 164
Big Bend Drive	From Millbrook Circle north to Townline Road
Center Drive	From the Town border north to CTH L
Center Drive	From Maple Avenue north to Robyn Road
Cheri Avenue	From Evergreen Drive east to STH 164
Craig Avenue	From Maple Avenue east to CTH L
Denoon Road	From STH 164 east to the Town border
Edgewood Avenue	From CTH ES east to STH 164
Evergreen Drive	From Artesian Avenue north to CTH ES
Henneberry Avenue	From STH 164 east to the Town border
Hillview Drive	From CTH ES to CTH XX
HiLo Drive	From Edgewood Avenue to CTH XX
Karlstad Drive	From Edgewood Avenue north to CTH ES
Kelsey Avenue	From STH 164 east to the Town border
Maple Avenue	From the Town border east to CTH L
Oakdale Drive	From Edgewood Avenue north to CTH ES
Ridge Road	From CTH XX north to CTH XX
Skyline Avenue	From Ridge Drive east to Big Bend Drive
Townline Road	From STH 164 east to CTH U
Woodland Lane	From Cheri Avenue north to STH 164

## § 290-5. Parking limitations.

- A. General parking. The restrictions on stopping and parking vehicles found in §§ 346.50 through 346.55, Wis. Stats., are hereby adopted by reference and made a part of this section with the same force and effect as if fully set forth herein. For the purpose of this section the definitions of words and phrases contained in Ch. 340, Wis. Stats., are hereby adopted by reference and made a part hereof with the same force and effect as if fully set forth herein.
- B. Temporary parking signs. Any area marked temporarily by the Department of Public Works with "no parking" and/or "tow away" signs shall be included in the areas where parking is prohibited.
- C. Warning tickets. The Department of Public Works Director has discretion to issue warning tickets.
- D. "No parking" signs. When signs are erected in any block giving notice thereof, no person shall at any time park a vehicle upon those streets or portions of streets. Said signs shall be placed, erected and maintained pursuant to § 290-2 of this chapter.
- E. Snow emergency parking.

# Memorandum from the Village Administrator Clerk

**To:** Village of Vernon Employees with Health Insurance

**From:** Karen L Schuh, Administrator/Clerk

**Date:** 10/3/2025

**Re:** 2026 Health Insurance-Deduction



On October 2, 2025, the Village Board decided to choose **Network Health Insurance (PO17)**, which does not provide vision or dental insurance and is the High-Deductible Plan that ETF offers, for qualified WRS employees.

The cost of the premium is \$2,278.06 per month for family coverage and \$928.58 per month for single coverage. The motion was the Village will pay 85% of a premium for full-time employees and employees would pay 15% of the premium cost for Network Health Insurance (PO17). *Depending on the Board's motion, it will change the rest of the letter. For the past 8 years previous Town and Village Boards have chosen the most affordable plan with an 85/15 percent payment participation, but you can do whatever you choose to do.*

For family coverage, the Village is paying \$1,936.35 a month and the employee portion is \$341.71 per month. For single coverage, the Village is paying \$789.29 per month, and the employee portion is \$139.29 per month.

The total amount for 2026 Health Care payment for a family premium to be paid by employees is \$4,100.51 a year and if you divide this amount by 26 pay periods the Health Care deductions per pay period is \$157.71.

The total amount for 2026 Health Care payment for a single premium to be paid by employees is \$1,671.44 a year and if you divide this amount by 26 pay periods the Health Care deductions per pay period is \$64.29.

You have the right to choose any provider in the Waukesha listing which I also included for your review. Please keep in mind when choosing your provider, the Village Board will only pay \$1,936.35 a month for a family premium or \$789.29 per month for a single premium.

If you are choosing to enroll in a different Health Insurance plan than last year, I need to have a completed application by October 15, 2025, to enroll you in the program. The new 2026 Health Care Program will begin 1-1-2026 and your 2026 Health Care deduction will begin in December of 2025.

# Monthly Premiums - Participants without Medicare

Total monthly premiums are shown without Uniform Dental. Uniform Dental premiums are added to your medical premiums if you choose coverage.

See page 16 for dental information.

	Local HDHP	
	Individual	Family
Aspirus Health Plan	\$1,201.28	\$2,959.82
CareSource	\$1,192.10	\$2,936.86
Dean Health Plan by Medica	\$1,108.14	\$2,726.96
GHC of Eau Claire Greater WI	\$1,336.40	\$3,297.62
GHC of Eau Claire River Region	\$1,327.44	\$3,275.22
GHC - SCW Dane Choice	\$820.96	\$2,009.02
GHC - SCW Neighbors	\$1,057.08	\$2,599.32
HealthPartners Southeast	\$1,218.92	\$3,003.92
HealthPartners West	\$1,297.28	\$3,199.82
Medica West and Mayo Clinic Health System	\$1,287.24	\$3,174.72
Medical Associates Health Plans	\$882.56	\$2,163.02
MercyCare Health Plans	\$877.78	\$2,151.06
Network Health	\$928.58	\$2,278.06
Prevea360 East	\$889.30	\$2,179.86
Quartz Central	\$1,254.52	\$3,092.92
Quartz UW Health	\$851.86	\$2,086.26
Quartz West	\$918.20	\$2,252.12
Robin with HealthPartners	\$1,265.18	\$3,119.56
Security Health Plan	\$1,139.54	\$2,805.46
State Maintenance Plan (SMP) <sup>1</sup>	\$1,011.90	\$2,486.40
Local Access HDHP		
	Individual	Family
	\$1,266.10	\$3,121.90
Access Plan		

<sup>1</sup>Members with the Access HDHP or SMP coverage who enroll in Medicare Parts A and B will automatically be moved to the Medicare Plus plan. All other non-Medicare family members will remain covered under the Access HDHP or SMP.

## Sawyer

- GHC of Eau Claire Greater WI
- State Maintenance Plan (SMP)

## Shawano

- Aspirus Health Plan
- CareSource
- Network Health
- Prevea360 East\*
- Robin with HealthPartners

## Sheboygan

- CareSource
- HealthPartners Southeast
- Network Health
- Prevea360 East

## St. Croix

- GHC of Eau Claire Greater WI
- HealthPartners West
- Medica West and Mayo Clinic Health System
- State Maintenance Plan (SMP)

## Taylor

- Aspirus Health Plan
- Security Health Plan\*
- State Maintenance Plan (SMP)

## Trempealeau

- Medica West and Mayo Clinic Health System
- Quartz West
- State Maintenance Plan (SMP)

## Vernon

- Dean Health Plan by Medica
- GHC of Eau Claire Greater WI
- Medica West and Mayo Clinic Health System
- Quartz West
- State Maintenance Plan (SMP)

## Vilas

- Aspirus Health Plan
- GHC of Eau Claire Greater WI
- Security Health Plan
- State Maintenance Plan (SMP)

## Walworth

- Dean Health Plan by Medica
- MercyCare Health Plan
- Quartz Central
- State Maintenance Plan (SMP)

## Washburn

- GHC of Eau Claire Greater WI
- HealthPartners West
- State Maintenance Plan (SMP)

## Washington

- CareSource
- HealthPartners Southeast
- Network Health

## Waukesha

- CareSource
- Dean Health Plan by Medica
- HealthPartners Southeast
- Network Health
- Quartz Central

## Waupaca

- CareSource
- Network Health
- Robin with HealthPartners

## Waushara

- Aspirus Health Plan
- CareSource
- Network Health
- Quartz Central
- Robin with HealthPartners

## Winnebago

- CareSource
- Network Health
- Robin with HealthPartners

## Wood

- Aspirus Health Plan
- GHC of Eau Claire Greater WI
- Quartz Central
- Security Health Plan
- State Maintenance Plan (SMP)

\* limited provider availability

**IYC Medicare Advantage** is available nationwide. The **Access HDHP** and **Medicare Plus** are available worldwide.



# Health Plan Quality

Each year, participating health plans are evaluated on key care delivery areas such as wellness, prevention, disease management, customer satisfaction, and efficient use of resources. Participating health plans report health care quality outcomes to leading national organizations such as the National Committee for Quality Assurance (NCQA) and the Centers for Medicare & Medicaid Services (CMS). Visit [etf.wi.gov](http://etf.wi.gov) for more information about health plan quality. You can use these quality resources to help make an informed decision about which health plan is right for you.



# 2026 Insurance Benefits Decision Guide

Local High Deductible Health Plan  
Insurance for Employees, Retirees,  
and COBRA Continuants

ET-2169 (8/28/2025)

PO7, PO17



# About This Guide

This guide provides an overview of benefits available to you for 2026; open enrollment is **October 6-31, 2025**. Visit [etf.wi.gov/insurance](http://etf.wi.gov/insurance) for complete information.

## Your Enrollment Checklist

### I'm happy with my benefits

#### Review changes for next year

Each year there are changes to your benefits. Review benefits you are enrolled in. Make sure that your plan is still available in your area.

- You do not need to reenroll in health, dental, or vision insurance each year if you want to keep the same coverage you have now. Double check that your providers are still available.
- Every year, you may need to reenroll for other options, such as an HSA, if offered by your employer.

#### Make sure your doctors are still covered

Go to our website to see the provider directory for your health plan.

If you are not changing health coverage, no action is needed.

### I'd like to make a change or I'm new

#### Follow the steps in this guide

There are steps and guidance throughout. Review benefits you are enrolled in and visit [etf.wi.gov/insurance](http://etf.wi.gov/insurance) for complete benefits information, videos to help you review your options, and virtual vendor forums hosted by health plans and other vendors.

**Are you an employee? Are you a retiree without Medicare and all members on your health insurance do not have Medicare?**

Pick a health plan for participants without Medicare. All members will have the same health plan.

**Are you a retiree with Medicare and non-Medicare members on your health insurance?**

Pick a Medicare health plan.

- If IYC Medicare Advantage or Medicare Plus is selected, then pick a second plan for your non-Medicare members.
- If Health Plan Medicare is selected, your non-Medicare members will have the same health plan, just the non-Medicare version.

**Are you a retiree with Medicare and all members on your health insurance are enrolled in Medicare Parts A and B?**

Pick a Medicare health plan. All members will have the same health plan.

#### Enroll

Employees: Contact your payroll/benefits office.  
Retirees: Complete a *Health Insurance Application/Change for Retirees* (ET-2331), available online or from ETF.

Questions?

Employees: Contact your payroll/benefits office.

Retirees: Contact ETF at 1-877-533-5020.



# What's Changing in 2026

## Health Plans

Changes can happen each year. Use the health plan search on our website to find health plans and covered providers where you receive care.

### Health Plan Name Changes

- Dean Health Plan - Medica West and Mayo Clinic Health System will be Medica West and Mayo Clinic Health System.
- Common Ground Healthcare Cooperative will be CareSource.
- Dean Health Plan-Prevea360 East will be Prevea 360 East.
- Dean Health Plan will be Dean Health Plan by Medica.
- The Access Plan by Dean will be the Access Plan.
- The State Maintenance Plan (SMP) by Dean Health Plan will be the State Maintenance Plan (SMP).

### State Maintenance Plan

The State Maintenance Plan (SMP) is a health plan that offers Uniform Benefits. SMP is designed to provide a health plan option for members who live or work in areas without adequate access to in-network providers or hospitals.

See the SMP web page at [etf.wi.gov](http://etf.wi.gov) for more information.

## Benefit Changes

### Medical Benefit Changes

The Group Insurance Board approved the following medical benefit changes effective January 1, 2026:

- For Non-Medicare Members: Coverage for Continuous Glucose Monitors (CGMs) will be under the pharmacy benefit through Navitus Health Solutions (Navitus) only.
- Medicare Advantage subscribers and spouses can earn the \$150 Well Wisconsin incentive starting in 2026. Visit [webmdhealth.com/wellwisconsin](http://webmdhealth.com/wellwisconsin) for more information and to get started.

### New Vision Vendor

MetLife will be administering the vision program starting January 1, 2026. If you are currently enrolled in the vision program, your enrollment will continue with MetLife. Members will not receive or need an ID card for MetLife Vision Insurance; just let your provider know you have MetLife. To learn more about the vision program under MetLife, see page 19.

### Preventive Care Reminder

Your health plan pays 100% of certain preventive care services with no out-of-pocket costs to you. Preventive care is routine health care that includes screenings, checkups, and patient counseling to help prevent illnesses or other health problems. To learn more, visit [etf.wi.gov/preventive-care-services-covered-100](http://etf.wi.gov/preventive-care-services-covered-100).

## Attend an Insurance Benefits Forum

ETF will be hosting a number of virtual forums during the open enrollment period for you to learn about the 2026 plan year. You'll have the opportunity to ask questions directly to health plans and vendors like Delta Dental, MetLife, Navitus, Securian Financial, and WebMD. Visit [etf.wi.gov/insurance](http://etf.wi.gov/insurance) to register.



**For Participants without Medicare**

## **Step 1: Choose a Plan Design**

A plan design determines:

- How much you pay per month
- Whether you can see providers locally or nationwide
- If you can see providers **out-of-network**

## Quick Comparison

An overview of the available plan designs. See the next page for a breakdown of costs when you visit the doctor, have labs drawn, or fill a prescription.

No matter which plan design option or health plan you choose, the same in-network services are covered (Uniform Benefits). The main differences are premiums, if you can see providers locally or nationwide, and out-of-network benefits.

	<b>Local High Deductible Health Plan (HDHP)</b>	<b>Local Access HDHP</b>
Monthly Cost (Premium)	\$\$\$\$	\$\$\$\$
Cost Per Visit	\$\$\$\$	\$\$\$\$
In-Network Provider Availability	Local	Nationwide*
Nationwide Pharmacies	✓	✓
Out-of-Network Benefits	Emergency and urgent care	✓
Available Health Plan(s)	Many plans; see page 9	Dean Health Plan

\*The Local Access HDHP offers worldwide out-of-network benefits.

# Breakdown of Your Medical Costs

The table below lists how much you will pay for common services received in-network.

 The Local Access HDHP offers out-of-network benefits. To learn about the out-of-network benefits, visit our website.

Local HDHP



Local Access HDHP

## Annual Medical Deductible

Individual / Family

\$1,700 / \$3,400

Amount you pay for services before your health plan starts to pay. Counts toward out-of-pocket limit (OOPL)

Deductible must be met before coverage begins  
Families: Must meet full family deductible

## Annual Out-of-Pocket Limit (OOPL)

Individual / Family

\$2,500 / \$5,000

The most you will pay in a year for covered medical and prescription drug services

## Medical Coinsurance

Percentage of costs of a covered service you pay, beyond the office visit copay such as X-rays and lab work

100% until deductible met

After deductible: 10%

## Preventive Services

Routine health care like checkups to prevent illness and disease. See [healthcare.gov/preventive-care-benefits](http://healthcare.gov/preventive-care-benefits)

\$0

Plan pays 100%

## Telemedicine Services

Varies by service type, see [etf.wi.gov/telemedicine](http://etf.wi.gov/telemedicine)

## Primary Care Office Visit

100% until deductible met

After deductible: \$15 copay

## Specialty Provider Office Visit

100% until deductible met

After deductible: \$25 copay

## Urgent Care

100% until deductible met

After deductible: \$25 copay

## Emergency Room

Copay waived if admitted to inpatient directly from emergency room or for observation for 24 hours or longer

100% until deductible met

After deductible: \$75 copay, coinsurance applies to services beyond the copay

# Breakdown of Your Pharmacy Costs

You must use an in-network pharmacy. Visit [etf.benefits.navitus.com](http://etf.benefits.navitus.com) to find an in-network pharmacy near you. In-network pharmacies are available nationwide. Both plan designs have the same pharmacy benefits.

## Prescription Deductible (Individual / Family)

Combined medical & pharmacy:  
\$1,700 / \$3,400

You pay 100% of most pharmacy costs until deductible is met<sup>1</sup>

## Prescription Copay / Coinsurance

### Level 1

After deductible: \$5 or less

### Level 2

After deductible: 20% (\$50 max)

### Level 3

After deductible: 40% (\$150 max)<sup>2</sup>

### Level 4

After deductible: \$50<sup>3</sup>

## Preventive (As federally required)

\$0 - Plan pays 100%

## Prescription Out-Of-Pocket Limit

### Levels 1, 2, 3 & 4 (Individual / Family)

Combined medical and pharmacy:  
\$2,500 / \$5,000

<sup>1</sup>Before you meet your deductible, preventive drugs are covered 100% and certain maintenance medications only require a copayment or coinsurance. See our website for more information.

<sup>2</sup>For Level 3 “Dispense as Written” or “DAW-1” drugs, your doctor must submit a one-time FDA MedWatch form to Navitus. If there is no form on file with Navitus, you will pay more. Contact Navitus for details.

<sup>3</sup>Must fill at Luminera Health Services specialty pharmacy or UW Health Specialty Pharmacy.

**COSTCO PHARMACY**

Call (800) 607-6861 if you have questions or need help.

Monday - Friday: 7:00am - 5:00pm CT  
Saturday: 11:30am - 4:00pm CT  
Closed Sundays

SCAN CODE TO MOVE YOUR PRESCRIPTIONS



## Convenient and Secure Prescription Delivery

Costco offers you the convenience of having prescriptions delivered directly to your doorstep.



For Retirees with Medicare

## Step 1: Choose a Plan Design

A plan design determines:

- How much you pay per month
- How much you pay when you visit a provider
- Whether you can see providers locally or nationwide
- If your health plan will help pay for services not covered by Medicare

## Quick Comparison

An overview of the available plan designs. See the next page for a breakdown of costs when you visit the doctor, have labs drawn, or fill a prescription. Complete information is available on the ETF website.

	IYC Medicare Advantage	Medicare Plus	Health Plan Medicare
Monthly Cost (Premium)	\$\$\$\$	\$\$\$\$	\$\$\$\$
Provider Availability (Provider must accept Medicare payments)	Nationwide	Worldwide	Local
Nationwide Pharmacies	✓	✓	✓
Available Health Plan(s)	UnitedHealthcare	UnitedHealthcare	Many plans; see page 9
Helps Pay for Services Not Covered by Medicare	✓ Also helps pay for: hearing aids, routine hearing and vision exams, durable medical equipment	None	✓ Also helps pay for: hearing aids, routine hearing and vision exams, durable medical equipment
Covered Length of Stay at a Skilled Nursing Facility	120 days at any facility	120 days at a Medicare- approved facility 30 days at a facility not approved by Medicare	120 days at any facility

# Breakdown of Your Medical Costs

	IYC Medicare Advantage & Health Plan Medicare	Medicare Plus
<b>Annual Medical Deductible</b>	\$0	\$0
<b>Annual Medical Coinsurance</b>	\$0*	\$0*
<b>Annual Medical Out-of-Pocket Limit (OOPL)</b>	None*	None*
<b>Outpatient Illness/Injury-Related Services</b>	\$0	\$0
<b>Emergency Room Copay</b>	\$60 copay (Waived if admitted as an inpatient directly from the emergency room or for observation for 24 hours or longer.)	\$0
<b>Licensed Skilled Nursing Facility</b> Medicare-covered services in a Medicare-approved facility	\$0 for the first 120 days, 100% after 120 days <b>3-day hospital stay required</b> for Health Plan Medicare. (Not required for IYC Medicare Advantage)	\$0 for the first 120 days, 100% after 120 days <b>Requires a 3-day hospital stay</b>
<b>Licensed Skilled Nursing Facility</b> (Non-Medicare approved facility) If admitted within 24 hours following a hospital stay	\$0 for the first 120 days, 100% after 120 days	\$0 for eligible expenses for the first 30 days, 100% after 30 days
<b>Hospital</b>		
Semiprivate room and board, and miscellaneous hospital services and supplies such as drugs, X-rays, lab tests and operating room	\$0 Must be medically necessary and in-network unless emergency	\$0 for first 90 days and up to 150 days with “lifetime reserve” “Lifetime reserve” days are a one-time additional 60 days of hospital coverage paid by Medicare Once “lifetime reserve” is exhausted, you pay 100% after 120 days
<b>Medical Supplies</b>	<b>Medicare-approved supplies:</b> 20% up to \$500 OOPL per individual, after OOPL: \$0 <b>Supplies NOT covered by Medicare:</b> 20% up to \$500 OOPL per individual, after OOPL: \$0	<b>Medicare-approved supplies:</b> \$0 <b>Supplies NOT covered by Medicare:</b> 100%
<b>Routine Hearing Exam</b>	\$0	You pay 100%
<b>Hearing Exam for Illness or Disease</b>	\$0	\$0

\*Different for medical supplies and hearing aids

## IVC Medicare Advantage & Health Plan Medicare

**Hearing Aid**  
Per ear, every 3 years

20% until plan pays \$1,000, then 100% of the costs

## Home Health Care Visits

If receiving care under a doctor for part-time skilled nursing care, part-time home health aide care, physical therapy, occupational therapy, speech-language pathology services, medical social services

**Medicare pays:** 100% for visits

considered medically necessary by Medicare, generally fewer than 7 days a week, less than 8 hours a day and 28 or fewer hours per week for up to 21 days

**Plan pays:** Any amounts after Medicare pays for 50 visits per year, plan may approve an additional 50 visits

**IVC Medicare Advantage** has no visit limits

**You pay:** Full costs of visits not covered by Medicare and the plan beyond the 50 (or if approved, 100) visits per year

## Medicare Plus

You pay 100%

**Medicare pays:** 100% for visits considered medically necessary by Medicare, generally fewer than 7 days a week, less than 8 hours a day and 28 or fewer hours per week for up to 21 days

**Plan pays:** Any amounts after Medicare pays for up to 365 visits per year

**You pay:** Full costs of visits beyond 365 visits per year

# Breakdown of Your Pharmacy Costs

Visit [members.navitus.com](https://members.navitus.com) to find an in-network pharmacy near you. In-network pharmacies are available nationwide. All Medicare plan designs have the same pharmacy benefits. All prescription copays/coinsurances will apply to the 2026 Medicare Part D out-of-pocket limit of \$2,100.

## Prescription Deductible

### Prescription Copay / Coinsurance

#### Level 1

None

#### Level 2

\$5

#### Level 3

20% (\$50 max)

#### Level 4

40% (\$150 max)

\$50\*

### Prescription Out-Of-Pocket Limit

#### Levels 1 & 2 (Per individual)

\$600

#### Level 3 (Per individual)

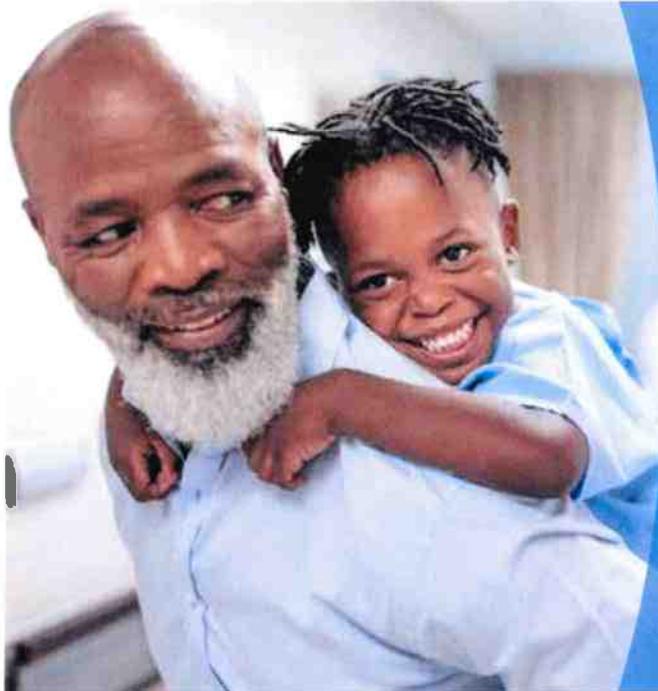
\$2,100

#### Level 4 (Per individual)

\$1,200

Price if you fill at Lumicera Health Services specialty pharmacy or UW Health Specialty Pharmacies. If you do not fill at one of these pharmacies, you will pay 40% (\$200 max).

Open Enrollment 2026



## For all participants

# Step 2: Choose a Health Plan

Complete this step if you selected the Local Health Plan or Health Plan Medicare. Skip the map and turn to pages 13-15 for rates if you selected:

- the Local Access HDHP (available worldwide),
- IYC Medicare Advantage (available nationwide), or
- Medicare Plus (available worldwide).

### A health plan determines:

- Where you can receive care
- What providers you can see

Provider directories can be found on our website.  
Some plans let you see providers in nearby states.

## Health Plans by County

**IYC Medicare Advantage** is available nationwide. The **Access HDHP** and **Medicare Plus** are available worldwide.

\* limited provider availability



Adams

- Dean Health Plan by Medica
- GHC of Eau Claire Greater WI
- Quartz Central
- State Maintenance Plan (SMP)

## Ashland

- GHC of Eau Claire Greater WI
- HealthPartners West
- State Maintenance Plan (SMP)

Barron

- GHC of Eau Claire River Region
- Medica West and Mayo Clinic Health System
- Security Health Plan
- State Maintenance Plan (SMP)

## Bayfield

- GHC of Eau Claire Greater WI
- HealthPartners West
- State Maintenance Plan (SMP)

Brown

- CareSource
- Network Health
- Prevea360 East
- Robin with HealthPartners

# **INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VERNON AND WAUKESHA COUNTY**

## **Regarding the Municipal Recycling Dividend Program**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is between the **VILLAGE OF VERNON** (“Village of Vernon”) and **Waukesha County – Department of Parks and Land Use** (“County”) a body corporate and politic. The **VILLAGE OF VERNON** a municipal corporation and County may be referred to individually or collectively in the Agreement as the “Party” or “Parties” respectively.

### **RECITALS**

**WHEREAS**, since 1990, the County has served as a “Responsible Unit” (“RU”) for recycling under Chapter 287 Wisconsin Statutes for twenty-five (25) participating communities through a Resolution, including the Village of Vernon;

**WHEREAS**, the public/private partnership at the County-owned Material Recovery Facility in Waukesha has allowed the County to provide participating communities over \$20 million in tax relief (“dividend payments”) and numerous services at no cost, such as recyclable processing, public education programs, household recyclable containers, special event containers and regional recyclable drop-off boxes;

**WHEREAS**, between 2007 and 2012, a series of independent and joint studies were completed by both the County and the City of Milwaukee (“City”) to determine the best future path for recyclable processing to adapt to the industry trend of single sort collection and processing systems;

**WHEREAS**, in 2014, after completing a competitive joint request for proposal (RFP) process, the County and City executed an intergovernmental agreement and concurrent contracts with a private company to design, build and operate a Joint City/County MRF in Milwaukee (“Joint MRF”), which began processing single sort recyclables for both communities in March 2015;

**WHEREAS**, in 2021, the County and participating communities convened a Recycling Dividend Workgroup to discuss financial support for municipal recycling costs; and

**WHEREAS**, in accordance with the final recommendations of the Recycling Dividend Workgroup, a formulaic approach will be utilized in determining when dividend payments may be made to participating communities as financial support for municipal recycling costs, and when tipping fees may be charged to participating communities in order to maintain an appropriate MRF Fund Working Capital balance.

**WHEREAS**, on May 31, 2023, the Joint MRF experienced a fire which left the building and equipment significantly damaged, rendering it unable to accept recyclables for processing; and

**WHEREAS**, on November 13, 2024, Request for Proposal (“RFP”) #2024034 Waukesha County Materials Recycling Processing and Marketing was released; and

**WHEREAS**, on April 22, 2025 the Waukesha County Board of Supervisors ordained Service Contract 2024034 for Processing of Recyclable Materials for Waukesha County with Waste Management of Wisconsin, Inc., which is on file in the Office of the County Clerk;

**NOW THEREFORE**, in consideration of these premises, the County, serving as the RU, and the Village of Vernon , as a participating community, hereby agree as follows:

## **SECTION 1**

### **SERVICES BY THE VILLAGE OF VERNON**

- a. **Delivery of Recyclables to MRF**. The Village of Vernon shall, through its solid waste collection contract, require: 1) all recyclables to be hauled directly to a designated facility as directed by Waukesha County (the “MRF”). As of May 1, 2025, the designated recycling facility is the Waste Management of Wisconsin, Inc. materials recycling facility located at W132N10487 Grant Dr. Germantown, WI 53022 ; and 2) the Village of Vernon ’s solid waste collector (“SWC”) to coordinate with the County and the MRF operator the delivery of recyclables to the MRF at times that maximize efficiencies at the scale and tip floor and minimize traffic back-ups.
- b. **Downtime**. In the event that the designated recycling facility is unable to receive or process recyclable material to its full capacity as a result of a planned or unplanned downtime event, the designated facility operator is contractually obligated to Waukesha County to continue to operate, if feasible and commercially practical, to the extent of its reduced capacity and find an alternative solution wherein the remaining recyclable material is responsibly processed at a self-certified materials recovery facility and under the guidelines of the contract with Waukesha County at no additional cost to the County.
- c. **Record Keeping and Reporting**. The Village of Vernon shall keep records and, through an Internet-based County reporting system, provide annual data required to complete DNR Recycling Grant application and annual reports in accordance with the Waukesha County Code of Ordinances. Additionally, the Village of Vernon shall, through their solid waste collection contract, require their SWC to keep records, provide the necessary data and reports to the County, maintain compliance with applicable state or local codes, program rules, and to comply with the requirement for delivery of recyclables to the MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days, and contamination.
- d. **Collection Contracts**. The Village of Vernon shall provide the County a current copy of their solid waste collection contract including any future amendments or contracts.

- e. Solid Waste Collection Contract Compliance Requirements. The Village of Vernon shall attach and incorporate the attached Exhibit B into the terms of their solid waste collection contract, which describes the Village of Vernon 's solid waste and recycling hauler requirements contained in this Agreement.
- f. Responsible Contact. Village of Vernon will designate an individual to serve as the Responsible Contact to receive recycling updates from the County and participate in the Recycling Dividend Workgroup as further defined in this Agreement.

## **SECTION 2**

### **SERVICES BY THE COUNTY**

- a. Educational Program Services. The County will provide educational program services in accordance with the requirements of an “effective recycling program” under Chapter NR 544 Wisconsin Administrative Code.
- b. Effective Recycling Program. The County will provide compliance assurance as required of an “effective recycling program” under Chapter NR 544 Wisconsin Administrative Code.
- c. Recycling Updates. The County will provide recycling updates, including but not limited to current contamination rates and current material sale rates. These updates shall be provided to the Village of Vernon 's Responsible Contact every two months.
- d. Annual Planning and Implementation Meeting. The County will host an annual program planning and implementation meeting to provide a comprehensive program update to the Village of Vernon .
- e. Components and Calculations. The County will annually provide a list of included components and a calculation for the additional recycling services and education partnership portions of the dividend.
- f. Recycling Dividend Workgroup. The Recycling Dividend Workgroup is composed of volunteer Responsible Contacts from participating communities. The County shall meet with the Recycling Dividend Workgroup as needed and will take into consideration any recommendations of the Recycling Dividend Workgroup on program elements.

## **SECTION 3**

### **PAYMENTS AND FEES**

- a. Dividend Payments. Commencing in 2022, County will calculate dividend payments to Village of Vernon for inclusion in the following budget if as of December 31<sup>st</sup> of the preceding year in which the dividend payment is to be calculated, (1) the MRF Fund's Working Capital is above the cap set by the County and as further defined in Exhibit A, Section 1 and (2) the recycling program's audited financial statements show a positive cash flow at the close of the Waukesha County fiscal year as verified in the County's Annual Comprehensive Financial Report.
  - i. Working Capital is defined as the current assets minus the current liabilities, exclusive of the following: 1) Funds specifically reserved for equipment repairs or upgrades; 2) Grant funds received in excess of the state's basic recycling grant; and 3) The recycling consolidation grant to Responsible Units.
  - ii. Positive cash flow is defined as the positive net change in Working Capital from the previous year.
- b. Tipping Fees. Tipping fees may be charged to the Village of Vernon if as of December 31<sup>st</sup> of the preceding year in which the tipping fee is calculated, the MRF Fund Working Capital is below the floor set by the County and as further defined in Exhibit A, Section 1. Village of Vernon shall pay any tipping fees in accordance with the terms of this Agreement.
- c. Calculation of Dividend Payments and Tipping Fees. Any dividend payments or tipping fees shall be determined by County in accordance with Exhibit A, which is hereby incorporated into the terms of this Agreement.
- d. Timing of Payments and Fees. County will provide status updates regarding estimated dividend payments or tipping fees throughout the auditing and budgeting process. A final invoice if applicable will be issued by March 1 and final payments shall be made by April 1 in the year following the year in which the fee or payment was calculated. Illustration: Audited financials of 2021 are released May 1, 2022. These results are used to determine if there is a dividend payment or tipping fee and the total amount. Staff will calculate each participating community's dividend payment or tipping fee, communicate that to the Village of Vernon, and incorporate it into the budget for the following year. By March 30, 2023, an invoice will be provided (if necessary) and payment will be made by April 1, 2023.

## SECTION 4

### MISCELLANEOUS

- a. Entire Agreement. This Intergovernmental Agreement between the Village of Vernon and Waukesha County Regarding the Municipal Recycling Dividend Program constitutes the entire, final, complete, and fully integrated agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements effective May 1, 2025.
- b. Authority and Responsibilities. Nothing in this Agreement forfeits any RU rights and responsibilities of the County, or any other Village of Vernon or County's rights or responsibilities under state or local laws. The County remains responsible for implementing a recycling education program for residents of the Village of Vernon and for complying with other requirements of an

“effective recycling program” under Chapter NR 544 Wisconsin Administrative Code.

- c. Responsible Contacts. Upon execution of this Agreement, the County, and the Village of Vernon each shall designate in writing a primary person as a Responsible Contact to be responsible for carrying out the activities described in this Agreement.
- d. Review and Amendments. All changes to the main body of this Agreement shall be mutually agreed upon between the Parties and shall be in writing and designated as written amendments to this Agreement. The County has the authority to change the MRF Fund Working Capital cap and floor balances identified in Exhibit A upon providing twelve months’ advance written notice of any changes to the Village of Vernon.
- e. Effective Date and Term. Upon execution by both parties, this Agreement shall become effective on May 1, 2025, and shall remain in effect until December 31, 2034, unless otherwise terminated in writing by either party upon a one (1) year written notice to the other party. Termination of this Agreement does not alter the County’s status as the Responsible Unit or the Village of Vernon’s responsibilities as a participating community in the Responsible Unit.
- f. Severability. If any clause, provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.
- g. Notices. Any and all notices regarding termination of this Agreement shall be in writing and deemed served upon depositing same with the United States postal Services as “Certified Mail, Return Receipt Requested”,

Addressed to the Village of Vernon at:

W249S8910 Center Drive, Big Bend, WI 53103

and to the County at:

Recycling and Solid Waste Supervisor  
Abbie Liedtke  
aliedtke@waukeshacounty.gov  
Department of Parks and Land Use  
515 W. Moreland Blvd., Room AC 260  
Waukesha, WI 53188  
262.896.8300

- h. Binding Agreement. This Agreement is binding upon the parties hereto and their respective successors and assigns.

WAUKESHA COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dale R. Shaver, Director - Department of Parks and Land Use

VILLAGE OF VERNON

By: \_\_\_\_\_ Date: \_\_\_\_\_

Jeff Millies, Vernon Village President

Attest: \_\_\_\_\_

Karen L. Schuh, Vernon Administrator Clerk

## **EXHIBIT A**

### **Dividend Payment and Tipping Fee Formula**

#### **SECTION 1**

#### **MRF FUND WORKING CAPITAL**

The County will set the MRF Fund Working Capital cap and floor balances to be utilized in determining when a dividend payment or tipping fee will be issued. The County has identified the following minimum balances, excluding grant issued funds and segregated funds for equipment repair and maintenance and efficiency improvement, to be utilized in determining when a dividend payment or tipping fee will be issued:

Cap \$3,500,000.00

Floor \$3,100,000.00

The County has the authority to change the MRF Fund Working Capital cap and floor balances upon providing twelve months' advance written notice of any changes to the Village of Vernon. Any changes to these balances will be based upon several factors including but not limited to market conditions, net

Effective May 1, 2025

commodity revenue, the analysis and recommendations of a third-party vendor and input from local subject matter experts.

## **SECTION 2**

### **DIVIDEND CALCULATION**

Dividend payments will be determined when (1) the MRF Fund Working Capital is above the cap identified in Section 1, and (2) the recycling program's audited financial statements of the preceding year show a positive cash flow as defined in Section 3(a) of the Agreement. The Dividend payment calculation will be determined by the County based on County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit. The formula utilized by County to determine a Village of Vernon's dividend payment will be based on the following considerations:

- 50% of the dividend will be based upon the proportion of the 5-year average of total eligible costs the Village of Vernon paid for eligible recycling expenses.
- 35% of the dividend will be based upon the number of eligible households in a participating community as a proportion of the total number of eligible households in the program. Eligible households, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), will be identified by the Village of Vernon's January hauling invoice from the SWC or, if not available, according to the County's GIS system. A multiplier of 1, 1.2, 1.4, 1.6, 1.8, or 2 will also be incorporated based on the distance the Village of Vernon is located from the Joint MRF with 1 being the nearest and 2 being the furthest in proximity to the Joint MRF.
- 7.5% of the dividend will be based upon additional recycling services Village of Vernon provides for its residents or all County residents for a minimum of 12 months. In order to qualify, Village of Vernon must provide evidence of said services that is satisfactory to the County. A list of qualifying services and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the participating community's residents will earn the Village of Vernon a score of 0, 0.5, 2, or 3. A numerical assignment of 3 represents the highest number of services provided.
- 7.5% of the dividend will be allocated based on education and outreach partnership opportunities in which the Village of Vernon collaborates with the County. A list of qualifying opportunities and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the municipalities' residents will earn Village of Vernon a score of 0, 1, 2, or 3, with 3 being the highest number of qualifying opportunities.

Illustration: Village of Vernon "Y" has a 5-year average of total eligible recycling costs of \$500,000 and the 5-year average of the total eligible recycling costs for all participating communities is \$7,000,000. Village of Vernon "Y" has 4,760 eligible households and the total number of eligible households for all participating communities is 200,000. Village of Vernon "Y" is located 38 miles away from the Joint MRF, earning a multiplier of 2 for its eligible household points. Village of Vernon "Y" also provided additional services for all County

residents earning an additional recycling services score of '2' and partnered on education and outreach with the County, earning an education and partnership score of '3'. The total number of additional service points for all participating communities is 14.5 and the total number for education and outreach partnership points is 20. In this illustration, the total dividend available to be divided is \$100,000. Accordingly, Village of Vernon "Y" will receive the following: 1) 7.14% or \$3,570 for its 5-year average of total eligible recycling costs in proportion to the total eligible recycling costs for all participating communities; 2) 4.76% or \$1,666 for its eligible households in proportion to the total number of eligible households in all participating communities after factoring in the multiplier for proximity to the Joint MRF; 3) 13.79% or \$1,034 for additional recycling services; and 4) 15% or \$1,125 for education and outreach partnership opportunities. Therefore, Village of Vernon "Y"’s total dividend payment, after taking into account all of the aforementioned considerations, would amount to \$7,395.

## **SECTION 3**

### **TIPPING FEE CALCULATION**

Tipping Fees may be charged to the Village of Vernon and Village of Vernon agrees to pay same when (1) the MRF Fund Working Capital is below the floor identified in Section 1. The tipping fee calculation will be determined by the County based on the County’s audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit according to the following formula:

$$\text{Fee} = \text{EH} * [(\text{F}-\text{B})/\text{TH}]$$

Whereas:

- EH = Number of eligible households in a Village of Vernon, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the Village of Vernon ’s January hauling invoice from the SWC or, if not available, according to the County’s GIS system
- F=MRF Fund Working Capital floor
- B=Balance of the MRF Fund Working Capital as defined by Section 3(a) of the Agreement and Exhibit A, Sec. 1
- TH = Total eligible households from all participating communities in the County’s RU, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the municipalities’ January invoices from the SWCs or, if not available, according to the County’s GIS system.

**EXHIBIT B**

**Collection Contract Compliance Items Related to**

**Waukesha County's Municipal Recycling Dividend Program**

The Contractor shall comply with the provisions below, which are required to maintain eligibility for payments from Waukesha County ("County") through an intergovernmental agreement (IGA) with [insert Village of Vernon name] or Local Unit of Government ("LUG"). In case of conflict with other provisions of this Contract, this Exhibit shall prevail.

**A. Recycling Container Provisions**

1. Recycling Container Standards. All recycling containers shall be for single sort recycling and shall meet County standards for in-mold educational labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a 10-year warranty.
2. Distribution and Use of Recycling Containers. Contractor shall, by the dates specified in this Contract, distribute recycling containers to each household/unit served under this Contract. Contractor shall ensure these containers are only used for recycling. Contractor shall notify any non-complying household/unit at the time non-compliance is observed and shall track and report a summary of non-compliance to the LUG monthly.
3. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each recycling container upon delivery of the containers, as noted above. The educational materials will be provided to the Contractor by the County at no cost to the Contractor.
4. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by March 1 each year on the number and size(s) of recycling containers used within the LUG, including the number of households/units.

**B. Direct Haul Provisions**

1. Direct Haul. Contractor shall deliver all recyclable materials collected under this Contract to the designated facility identified as Waste Management of Wisconsin, Inc. MRF located at W132N10487 Grant Dr. Germantown, WI 53022
2. Delivery Protocol. Contractor shall coordinate delivery times with the County and the MRF operator (i.e., Waste Management of Wisconsin, Inc.) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all recyclable deliveries to the MRF, Contractor shall comply with the County Protocol, which is subject to periodic updates to meet the stated intent.
3. Record Keeping and Reports. Contractor shall keep records and provide all requested data and reports to the County as needed to administer the IGA and maintain compliance with applicable state or local codes, program rules, and the protocol for delivery of recyclables to the MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days and times, and vehicles used to collect recyclables.
4. Alternate Processing. In the event the MRF is unable to accept recyclables the Contractor shall deliver recyclable materials to an alternate location for a designated time, as directed by the County.



## **VILLAGE OF VERNON ETHICS POLICY FOR LOCAL GOVERNMENT OFFICIALS, EMPLOYEES AND CANDIDATES**

### **State statutes adopted.**

The provisions of Ch. 19, Subchapter III, Wis. Stats., relating to ethics of local government officials, employees, and candidates, and Ch. 946, Subchapter II, Wis. Stats., relating to bribery and official misconduct, including such amendments or renumbering of such statutes as may be made in the future, are hereby adopted.

### **Distribution of copies.**

- A. The Village Clerk shall cause a copy of the provisions of this chapter to be distributed to every public official and employee of the Village before entering upon his or her duties.
- B. Each public official and employee shall review the provisions of this policy upon appointment to said office and certify to the Village Clerk no later than 45 days after his or her appointment that such review has been completed. A copy of this code shall be posted on the Village bulletin board located at Village Hall.
- C. Each public official and employee shall, in connection with Subsections A and B of this section, also complete and file with the department head or Village Clerk, as appropriate, the following statement of understanding: "I have read and understand the contents of the Village of Vernon Ethic Policy of the Village of Vernon, including the state statutes adopted therein. I also understand that I am expected to adhere to and conduct myself according to rules, guidance and direction as set forth in this policy."

## 31 Updated 23-24 Wis. Stats.

## GENERAL DUTIES OF PUBLIC OFFICIALS

## 19.59

ceived by the department of tourism during the preceding calendar year for a purpose specified in s. 19.56 (3) (em) and the program or activity in connection with which the thing is received, together with the location and date of that program or activity.

**History:** 1995 a. 27; 2015 a. 118 s. 266 (10).

**19.579 Civil penalties.** (1) Except as provided in sub. (2), any person who violates this subchapter may be required to forfeit not more than \$500 for each violation of s. 19.43, 19.44, or 19.56 (2) or not more than \$5,000 for each violation of any other provision of this subchapter. If the court determines that the accused has realized economic gain as a result of the violation, the court may, in addition, order the accused to forfeit the amount gained as a result of the violation. In addition, if the court determines that a state public official has violated s. 19.45 (13), the court may order the official to forfeit an amount equal to the amount or value of any political contribution, service, or other thing of value that was wrongfully obtained. If the court determines that a state public official has violated s. 19.45 (13) and no political contribution, service, or other thing of value was obtained, the court may order the official to forfeit an amount equal to the maximum contribution authorized under s. 11.1101 (1) for the office held or sought by the official, whichever amount is greater. The attorney general, when so requested by the commission, shall institute proceedings to recover any forfeiture incurred under this section which is not paid by the person against whom it is assessed.

(2) Any person who violates s. 19.45 (13) may be required to forfeit not more than \$5,000.

**History:** 2003 a. 39; 2007 a. 1 ss. 121, 130, 131; 2015 a. 117; 2015 a. 118 s. 266 (10).

**19.58 Criminal penalties.** (1) (a) Any person who intentionally violates any provision of this subchapter except s. 19.45 (13) or 19.59 (1) (br), or a code of ethics adopted or established under s. 19.45 (11) (a) or (b), shall be fined not less than \$100 nor more than \$5,000 or imprisoned not more than one year in the county jail or both.

(b) Any person who intentionally violates s. 19.45 (13) or 19.59 (1) (br) is guilty of a Class I felony.

(2) The penalties under sub. (1) do not limit the power of either house of the legislature to discipline its own members or to impeach a public official, or limit the power of a department to discipline its state public officials or employees.

(3) In this section "intentionally" has the meaning given under s. 939.23.

(4) A person who violates s. 19.50 may be fined not more than \$10,000 or imprisoned for not more than 9 months or both.

**History:** 1973 c. 90; Stats. 1973 s. 11.10; 1973 c. 334 ss. 33, 57, 58; Stats. 1973 s. 19.50; 1975 c. 200; 1977 c. 277 ss. 34, 37; Stats. 1977 s. 19.58; 2003 a. 39; 2015 a. 118.

**19.59 Codes of ethics for local government officials, employees and candidates.** (1) (a) No local public official may use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated. A violation of this paragraph includes the acceptance of free or discounted admissions to a professional baseball or football game by a member of the district board of a local professional baseball park district created under subch. III of ch. 229 or a local professional football stadium district created under subch. IV of ch. 229. This paragraph does not prohibit a local public official from using the title or prestige of his or her office to obtain campaign contributions that are permitted and reported as required by ch. 11. This paragraph does not prohibit a local public official from obtaining anything of value from the Wisconsin Economic Development Cor-

poration or the department of tourism, as provided under s. 19.56 (3) (f).

(b) No person may offer or give to a local public official, directly or indirectly, and no local public official may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the local public official's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the local public official. This paragraph does not prohibit a local public official from engaging in outside employment.

(br) No local public official or candidate for local public office may, directly or by means of an agent, give, or offer or promise to give, or withhold, or offer or promise to withhold, his or her vote or influence, or promise to take or refrain from taking official action with respect to any proposed or pending matter in consideration of, or upon condition that, any other person make or refrain from making a political contribution, or provide or refrain from providing any service or other thing of value, to or for the benefit of a candidate, a political party, any committee registered under ch. 11, or any person making a communication that contains a reference to a clearly identified local public official holding an elective office or to a candidate for local public office.

(c) Except as otherwise provided in par. (d), no local public official may:

1. Take any official action substantially affecting a matter in which the official, a member of his or her immediate family, or an organization with which the official is associated has a substantial financial interest.

2. Use his or her office or position in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the official, one or more members of the official's immediate family either separately or together, or an organization with which the official is associated.

(d) Paragraph (c) does not prohibit a local public official from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses, or prohibit a local public official from taking official action with respect to any proposal to modify a county or municipal ordinance.

(f) Paragraphs (a) to (c) do not apply to the members of a local committee appointed under s. 289.33 (7) (a) to negotiate with the owner or operator of, or applicant for a license to operate, a solid waste disposal or hazardous waste facility under s. 289.33, with respect to any matter contained or proposed to be contained in a written agreement between a municipality and the owner, operator or applicant or in an arbitration award or proposed award that is applicable to those parties.

(g) 1. In this paragraph:

a. "District" means a local professional baseball park district created under subch. III of ch. 229 or a local professional football stadium district created under subch. IV of ch. 229.

b. "District board member" means a member of the district board of a district.

2. No district board member may accept or retain any transportation, lodging, meals, food or beverage, or reimbursement therefor, except in accordance with this paragraph.

3. A district board member may receive and retain reimbursement or payment of actual and reasonable expenses for a published work or for the presentation of a talk or participation in a meeting related to processes, proposals and issues affecting a district if the payment or reimbursement is paid or arranged by the organizer of the event or the publisher of the work.

4. A district board member may receive and retain anything of value if the activity or occasion for which it is given is unrelated to the member's use of the time, facilities, services or sup-

plies of the district not generally available to all residents of the district and the member can show by clear and convincing evidence that the payment or reimbursement was unrelated to and did not arise from the recipient's holding or having held a public office and was paid for a purpose unrelated to the purposes specified in subd. 3.

5. A district board member may receive and retain from the district or on behalf of the district transportation, lodging, meals, food or beverage, or reimbursement therefor or payment or reimbursement of actual and reasonable costs that the member can show by clear and convincing evidence were incurred or received on behalf of the district and primarily for the benefit of the district and not primarily for the private benefit of the member or any other person.

6. No district board member may intentionally use or disclose information gained in the course of or by reason of his or her official position or activities in any way that could result in the receipt of anything of value for himself or herself, for his or her immediate family, or for any other person, if the information has not been communicated to the public or is not public information.

7. No district board member may use or attempt to use the position held by the member to influence or gain unlawful benefits, advantages or privileges personally or for others.

8. No district board member, member of a district board member's immediate family, nor any organization with which the district board member or a member of the district board member's immediate family owns or controls at least 10 percent of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than \$3,000 within a 12-month period, in whole or in part derived from district funds unless the district board member has first made written disclosure of the nature and extent of such relationship or interest to the commission and to the district. Any contract or lease entered into in violation of this subdivision may be voided by the district in an action commenced within 3 years of the date on which the commission, or the district, knew or should have known that a violation of this subdivision had occurred. This subdivision does not affect the application of s. 946.13.

9. No former district board member, for 12 months following the date on which he or she ceases to be a district board member, may, for compensation, on behalf of any person other than a governmental entity, make any formal or informal appearance before, or negotiate with, any officer or employee of the district with which he or she was associated as a district board member within 12 months prior to the date on which he or she ceased to be a district board member.

10. No former district board member, for 12 months following the date on which he or she ceases to be a district board member, may, for compensation, on behalf of any person other than a governmental entity, make any formal or informal appearance before, or negotiate with, any officer or employee of a district with which he or she was associated as a district board member in connection with any judicial or quasi-judicial proceeding, application, contract, claim, or charge which might give rise to a judicial or quasi-judicial proceeding which was under the former member's responsibility as a district board member within 12 months prior to the date on which he or she ceased to be a member.

11. No former district board member may, for compensation, act on behalf of any party other than the district with which he or she was associated as a district board member in connection with any judicial or quasi-judicial proceeding, application, contract, claim, or charge which might give rise to a judicial or quasi-judicial

cial proceeding in which the former member participated personally and substantially as a district board member.

**(1b)** If a local public official receives an item that the official is not permitted to accept or retain under this subchapter or subch. III of ch. 13, the official shall do one of the following:

(a) Give the item to the official's agency to use or sell, except that the agency may not sell the item to any government employee or official.

(b) Give the item to another local agency or to a public institution, such as a local school, library, or museum, that can use the item.

(c) Give the item to a charitable organization, as defined in s. 11.0101 (4), not including a charitable organization with which the official or his or her immediate family is associated.

(d) Return the item to the donor.

(e) If the donor is neither a lobbyist, as defined in s. 13.62 (11), nor a principal, as defined in s. 13.62 (12), purchase the item at its full retail value and keep the item.

**(1m)** In addition to the requirements of sub. (1), any county, city, village or town may enact an ordinance establishing a code of ethics for public officials and employees of the county or municipality and candidates for county or municipal elective offices.

**(2)** An ordinance enacted under this section shall specify the positions to which it applies. The ordinance may apply to members of the immediate family of individuals who hold positions or who are candidates for positions to which the ordinance applies.

**(3)** An ordinance enacted under this section may contain any of the following provisions:

(a) A requirement for local public officials, other employees of the county or municipality and candidates for local public office to identify any of the economic interests specified in s. 19.44.

(b) A provision directing the county or municipal clerk or board of election commissioners to omit the name of any candidate from an election ballot who fails to disclose his or her economic interests in accordance with the requirements of the ordinance.

(c) A provision directing the county or municipal treasurer to withhold the payment of salaries or expenses from any local public official or other employee of the county or municipality who fails to disclose his or her economic interests in accordance with the requirements of the ordinance.

(d) A provision vesting administration and civil enforcement of the ordinance with an ethics board appointed in a manner specified in the ordinance. A board created under this paragraph may issue subpoenas, administer oaths and investigate any violation of the ordinance on its own motion or upon complaint by any person. The ordinance may empower the board to issue opinions upon request. Records of the board's opinions, opinion requests and investigations of violations of the ordinance may be closed in whole or in part to public inspection if the ordinance so provides.

(e) Provisions prescribing ethical standards of conduct and prohibiting conflicts of interest on the part of local public officials and other employees of the county or municipality or on the part of former local public officials or former employees of the county or municipality.

(f) A provision prescribing a forfeiture for violation of the ordinance in an amount not exceeding \$1,000 for each offense. A minimum forfeiture not exceeding \$100 for each offense may also be prescribed.

**(4)** This section may not be construed to limit the authority of a county, city, village or town to regulate the conduct of its officials and employees to the extent that it has authority to regulate that conduct under the constitution or other laws.

**(5)** (a) Any individual, either personally or on behalf of an

organization or governmental body, may request of a county or municipal ethics board, or, in the absence of a county or municipal ethics board, a county corporation counsel or attorney for a local governmental unit, an advisory opinion regarding the propriety of any matter to which the person is or may become a party. Any appointing officer, with the consent of a prospective appointee, may request of a county or municipal ethics board, or, in the absence of a county or municipal ethics board, a county corporation counsel or attorney for a local governmental unit an advisory opinion regarding the propriety of any matter to which the prospective appointee is or may become a party. The county or municipal ethics board or the county corporation counsel or attorney shall review a request for an advisory opinion and may advise the person making the request. Advisory opinions and requests therefor shall be in writing. It is *prima facie* evidence of intent to comply with this section or any ordinance enacted under this section when a person refers a matter to a county or municipal ethics board or a county corporation counsel or attorney for a local governmental unit and abides by the advisory opinion, if the material facts are as stated in the opinion request. A county or municipal ethics board may authorize a county corporation counsel or attorney to act in its stead in instances where delay is of substantial inconvenience or detriment to the requesting party. Except as provided in par. (b), neither a county corporation counsel or attorney for a local governmental unit nor a member or agent of a county or municipal ethics board may make public the identity of an individual requesting an advisory opinion or of individuals or organizations mentioned in the opinion.

(b) A county or municipal ethics board, county corporation counsel or attorney for a local governmental unit replying to a request for an advisory opinion may make the opinion public with the consent of the individual requesting the advisory opinion or the organization or governmental body on whose behalf it is requested and may make public a summary of an advisory opinion issued under this subsection after making sufficient alterations in the summary to prevent disclosing the identities of individuals involved in the opinion. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion and of any records obtained or prepared by the county or municipal ethics board, the county corporation counsel or the attorney for the local governmental unit in connection with the request for an advisory opinion.

(6) Any county corporation counsel, attorney for a local governmental unit or statewide association of local governmental units may request the commission to issue an opinion concerning the interpretation of this section. The commission shall review such a request and may advise the person making the request.

(7) (a) Any person who violates sub. (1) may be required to forfeit not more than \$1,000 for each violation, and, if the court determines that the accused has violated sub. (1) (br), the court may, in addition, order the accused to forfeit an amount equal to the amount or value of any political contribution, service, or other thing of value that was wrongfully obtained.

(b) Any person who violates sub. (1) may be required to forfeit not more than \$1,000 for each violation, and, if the court determines that a local public official has violated sub. (1) (br) and no political contribution, service or other thing of value was obtained, the court may, in addition, order the accused to forfeit an amount equal to the maximum contribution authorized under s. 11.1101 (1) for the office held or sought by the official, whichever amount is greater.

(8) (a) Subsection (1) shall be enforced in the name and on behalf of the state by action of the district attorney of any county wherein a violation may occur, upon the verified complaint of any person.

(b) In addition and supplementary to the remedy provided in sub. (7), the district attorney may commence an action, separately or in conjunction with an action brought to obtain the remedy provided in sub. (7), to obtain such other legal or equitable relief, including but not limited to mandamus, injunction or declaratory judgment, as may be appropriate under the circumstances.

(c) If the district attorney fails to commence an action to enforce sub. (1) (a), (b), or (c) to (g) within 20 days after receiving a verified complaint or if the district attorney refuses to commence such an action, the person making the complaint may petition the attorney general to act upon the complaint. The attorney general may then bring an action under par. (a) or (b), or both.

(cm) No complaint alleging a violation of sub. (1) (br) may be filed during the period beginning 120 days before a general or spring election, or during the period commencing on the date of the order of a special election under s. 8.50, and ending on the date of that election, against a candidate who files a declaration of candidacy to have his or her name appear on the ballot at that election.

(cn) If the district attorney for the county in which a violation of sub. (1) (br) is alleged to occur receives a verified complaint alleging a violation of sub. (1) (br), the district attorney shall, within 30 days after receipt of the complaint, either commence an investigation of the allegations contained in the complaint or dismiss the complaint. If the district attorney dismisses the complaint, with or without investigation, the district attorney shall notify the complainant in writing. Upon receiving notification of the dismissal, the complainant may then file the complaint with the attorney general or the district attorney for a county that is adjacent to the county in which the violation is alleged to occur. The attorney general or district attorney may then investigate the allegations contained in the complaint and commence a prosecution.

(d) If the district attorney prevails in such an action, the court shall award any forfeiture recovered together with reasonable costs to the county wherein the violation occurs. If the attorney general prevails in such an action, the court shall award any forfeiture recovered together with reasonable costs to the state.

**History:** 1979 c. 120; 1981 c. 149; 1981 c. 335 s. 26; 1983 a. 166 s. 16; 1991 a. 39, 269; 1995 a. 56, 227; 1999 a. 167; 2001 a. 109; 2003 a. 39; 2007 a. 1; 2015 a. 117; 2015 a. 118 ss. 204, 266 (10); 2017 a. 112; 2021 a. 267.

Rezoning property from residential to commercial requires a village board to amend or modify a village ordinance. Thus, a village board trustee who participates in rezoning proceedings is exempted from the prohibitions in sub. (1) (c) by the exception outlined in sub. (1) (d). *Miller v. Zoning Board of Appeals*, 2022 WI App 51, 404 Wis. 2d 539, 980 N.W.2d 295, 21-1764.

Affirmed on other grounds. 2023 WI 46, 407 Wis. 2d 678, 991 N.W.2d 380, 21-1764.

## SUBCHAPTER IV

### PERSONAL INFORMATION PRACTICES

#### 19.62 Definitions. In this subchapter:

(1) "Authority" has the meaning specified in s. 19.32 (1).

(2) "Internet protocol address" means an identifier for a computer or device on a transmission control protocol-Internet protocol network.

(3) "Matching program" means the computerized comparison of information in one records series to information in another records series for use by an authority or a federal agency to establish or verify an individual's eligibility for any right, privilege or benefit or to recoup payments or delinquent debts under programs of an authority or federal agency.

(5) "Personally identifiable information" means information that can be associated with a particular individual through one or more identifiers or other information or circumstances.

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**(6)** "Record" has the meaning specified in s. 19.32 (2).

**(7)** "Records series" means records that are arranged under a manual or automated filing system, or are kept together as a unit, because they relate to a particular subject, result from the same activity or have a particular form.

**(8)** "State authority" means an authority that is a state elected official, agency, board, commission, committee, council, department or public body corporate and politic created by constitution, statute, rule or order; a state governmental or quasi-governmental corporation; the supreme court or court of appeals; or the assembly or senate.

**History:** 1991 a. 39; 1993 a. 215; 1995 a. 27; 1997 a. 79; 2001 a. 16; 2007 a. 20.

**19.65 Rules of conduct; employee training; and security.** An authority shall do all of the following:

**(1)** Develop rules of conduct for its employees who are involved in collecting, maintaining, using, providing access to, sharing or archiving personally identifiable information.

**(2)** Ensure that the persons identified in sub. (1) know their duties and responsibilities relating to protecting personal privacy, including applicable state and federal laws.

**History:** 1991 a. 39.

**19.67 Data collection.** **(1)** **COLLECTION FROM DATA SUBJECT OR VERIFICATION.** An authority that maintains personally identifiable information that may result in an adverse determination about any individual's rights, benefits or privileges shall, to the greatest extent practicable, do at least one of the following:

(a) Collect the information directly from the individual.

(b) Verify the information, if collected from another person.

**History:** 1991 a. 39.

**19.68 Collection of personally identifiable information from Internet users.** No state authority that maintains an Internet site may use that site to obtain personally identifiable information from any person who visits that site without the consent of the person from whom the information is obtained. This section does not apply to acquisition of Internet protocol addresses.

**History:** 2001 a. 16.

**19.69 Computer matching.** **(1)** **MATCHING SPECIFICATION.** A state authority may not use or allow the use of personally identifiable information maintained by the state authority in a match under a matching program, or provide personally identifiable information for use in a match under a matching program, unless the state authority has specified in writing all of the following for the matching program:

(a) The purpose and legal authority for the matching program.

(b) The justification for the program and the anticipated results, including an estimate of any savings.

(c) A description of the information that will be matched.

**(2)** **COPY TO PUBLIC RECORDS BOARD.** A state authority that prepares a written specification of a matching program under sub. (1) shall provide to the public records board a copy of the specification and any subsequent revision of the specification within 30 days after the state authority prepares the specification or the revision.

**(3)** **NOTICE OF ADVERSE ACTION.** (a) Except as provided under par. (b), a state authority may not take an adverse action against an individual as a result of information produced by a matching program until after the state authority has notified the individual, in writing, of the proposed action.

(b) A state authority may grant an exception to par. (a) if it finds that the information in the records series is sufficiently reliable.

**Updated 23-24 Wis. Stats. 34**

**(4)** **NONAPPLICABILITY.** This section does not apply to any matching program established between the secretary of transportation and the commissioner of the federal social security administration pursuant to an agreement specified under s. 85.61 (2).

**History:** 1991 a. 39, 269; 1995 a. 27; 2003 a. 265.

**19.70 Rights of data subject to challenge; authority corrections.** **(1)** Except as provided under sub. (2), an individual or person authorized by the individual may challenge the accuracy of a record containing personally identifiable information pertaining to the individual that is maintained by an authority if the individual is authorized to inspect the record under s. 19.35 (1) (a) or (am) and the individual notifies the authority, in writing, of the challenge. After receiving the notice, the authority shall do one of the following:

(a) Concur with the challenge and correct the information.

(b) Deny the challenge, notify the individual or person authorized by the individual of the denial and allow the individual or person authorized by the individual to file a concise statement setting forth the reasons for the individual's disagreement with the disputed portion of the record. A state authority that denies a challenge shall also notify the individual or person authorized by the individual of the reasons for the denial.

**(2)** This section does not apply to any of the following records:

(a) Any record transferred to an archival depository under s. 16.61 (13).

(b) Any record pertaining to an individual if a specific state statute or federal law governs challenges to the accuracy of the record.

**History:** 1991 a. 269 ss. 27d, 27e, 35am, 37am, 39am; 2013 a. 171 s. 16; Stats. 2013 s. 19.70.

**19.71 Sale of names or addresses.** An authority may not sell or rent a record containing an individual's name or address of residence, unless specifically authorized by state law. The collection of fees under s. 19.35 (3) is not a sale or rental under this section.

**History:** 1991 a. 39.

**19.77 Summary of case law and attorney general opinions.** Annually, the attorney general shall summarize case law and attorney general opinions relating to due process and other legal issues involving the collection, maintenance, use, provision of access to, sharing or archiving of personally identifiable information by authorities. The attorney general shall provide the summary, at no charge, to interested persons.

**History:** 1991 a. 39.

**19.80 Penalties.** **(2)** **EMPLOYEE DISCIPLINE.** Any person employed by an authority who violates this subchapter may be discharged or suspended without pay.

**(3)** **PENALTIES.** (a) Any person who willfully collects, discloses or maintains personally identifiable information in violation of federal or state law may be required to forfeit not more than \$500 for each violation.

(b) Any person who willfully requests or obtains personally identifiable information from an authority under false pretenses may be required to forfeit not more than \$500 for each violation.

**History:** 1991 a. 39, 269.

**SUBCHAPTER V****OPEN MEETINGS OF GOVERNMENTAL BODIES**

**19.81 Declaration of policy.** **(1)** In recognition of the fact

cessity, desirability or propriety of overthrowing the government of the United States or this state by the use or threat of physical violence with intent that such government be overthrown or, after learning that the premises are being so used, permits such use to be continued is guilty of a Class I felony.

**History:** 1977 c. 173; 2001 a. 109.

**946.06 Improper use of the flag.** (1) Whoever intentionally does any of the following is guilty of a Class A misdemeanor:

(a) Places on or attaches to the flag any word, mark, design, or advertisement not properly a part of such flag; or

(b) Exposes to public view a flag upon which has been placed or attached a word, mark, design, or advertisement not properly a part of such flag; or

(c) Manufactures or exposes to public view an article of merchandise or a wrapper or receptacle for merchandise upon which the flag is depicted; or

(d) Uses the flag for commercial advertising purposes.

(2) This section does not apply to flags depicted on written or printed documents or periodicals or on stationery, ornaments, pictures, or jewelry, provided there are no unauthorized words or designs on such flag and provided the flag is not connected with any advertisement.

(3) In this section "flag" means anything that is or purports to be the Stars and Stripes, the United States shield, the United States coat of arms, the Wisconsin state flag, or a copy, picture, or representation of any of them.

**History:** 1977 c. 173; 2003 a. 243.

A flag misuse statute was unconstitutional as applied to a flag hung upside down with a peace symbol affixed. The context imbued the display with protected elements of communication. *Spence v. Washington*, 418 U.S. 405, 94 S. Ct. 2727, 41 L. Ed. 2d 842 (1974).

The Washington flag desecration statute held unconstitutional in *Spence*, 418 U.S. 405 (1974), when applied to a mere display of an altered flag in the absence of a disturbance of the peace, was identical in all essential ways to this section. *Koser v. County of Price*, 834 F. Supp. 305 (1993).

## SUBCHAPTER II

### BRIBERY AND OFFICIAL MISCONDUCT

**946.10 Bribery of public officers and employees.**

Whoever does either of the following is guilty of a Class H felony:

(1) Whoever, with intent to influence the conduct of any public officer or public employee in relation to any matter which by law is pending or might come before the officer or employee in the officer's or employee's capacity as such officer or employee or with intent to induce the officer or employee to do or omit to do any act in violation of the officer's or employee's lawful duty transfers or promises to the officer or employee or on the officer's or employee's behalf any property or any personal advantage which the officer or employee is not authorized to receive; or

(2) Any public officer or public employee who directly or indirectly accepts or offers to accept any property or any personal advantage, which the officer or employee is not authorized to receive, pursuant to an understanding that the officer or employee will act in a certain manner in relation to any matter which by law is pending or might come before the officer or employee in the officer's or employee's capacity as such officer or employee or that the officer or employee will do or omit to do any act in violation of the officer's or employee's lawful duty.

**History:** 1977 c. 173; 1993 a. 486; 2001 a. 109.

Circumstantial evidence supported an inference that the defendant intended to influence a public official's actions. *State v. Rosenfeld*, 93 Wis. 2d 325, 286 N.W.2d 596 (1980).

A sworn juror is a public employee under sub. (2). *State v. Sammons*, 141 Wis. 2d 833, 417 N.W.2d 190 (Ct. App. 1987).

**946.11 Special privileges from public utilities.** (1) Whoever does the following is guilty of a Class I felony:

(a) Whoever offers or gives for any purpose to any public officer or to any person at the request or for the advantage of such officer any free pass or frank, or any privilege withheld from any person, for the traveling accommodation or transportation of any person or property or for the transmission of any message or communication; or

(b) Any public officer who asks for or accepts from any person or uses in any manner or for any purpose any free pass or frank, or any privilege withheld from any person for the traveling accommodation or transportation of any person or property or for the transmission of any message or communication; or

(c) Any public utility or agent or officer thereof who offers or gives for any purpose to any public officer or to any person at the request or for the advantage of such officer, any frank or any privilege withheld from any person for any product or service produced, transmitted, delivered, furnished or rendered or to be produced, transmitted, delivered, furnished or rendered by any public utility, or any free product or service whatsoever; or

(d) Any public officer who asks for or accepts or uses in any manner or for any purpose any frank or privilege withheld from any person for any product or service produced, transmitted, delivered, furnished or rendered by any public utility.

(2) In this section:

(a) "Free pass" means any form of ticket or mileage entitling the holder to travel over any part of a railroad or other public transportation system and issued to the holder as a gift or in consideration or partial consideration of any service performed or to be performed by such holder, except that it does not include such ticket or mileage when issued to an employee of the railroad or public transportation system pursuant to a contract of employment and not in excess of the transportation rights of other employees of the same class and seniority, nor does it include free transportation to police officers or fire fighters when on duty.

(b) "Privilege" means anything of value not available to the general public, but does not include compensation or fringe benefits provided as a result of employment by a public utility to a regular employee or pensioner when the following conditions are satisfied:

1. The regular employee or pensioner is not compensated specifically for services performed for a purpose related to the election or nomination for election of an individual to state or local office, the recall from or retention in office of an individual holding a state or local office, or for the purpose of payment of expenses incurred as a result of a recount at an election.

2. The regular employee or pensioner is not compensated in excess of that provided to other regular employees or pensioners of like status.

(c) "Public utility" has the meaning designated in s. 196.01 (5) and includes a telecommunications carrier, as defined in s. 196.01 (8m).

(3) This section does not apply to notaries public and regular employees or pensioners of a railroad or other public utility who hold public offices for which the annual compensation is not more than \$300 to whom no passes or privileges are extended beyond those which are extended to other regular employees or pensioners of such corporation.

**History:** 1975 c. 93; 1977 c. 173; 1985 a. 135; 1993 a. 496; 2001 a. 109; 2015 a. 117; 2017 a. 365 s. 111.

**946.12 Misconduct in public office.** Any public officer or public employee who does any of the following is guilty of a Class I felony:

(1) Intentionally fails or refuses to perform a known manda-

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## 946.13

tory, nondiscretionary, ministerial duty of the officer's or employee's office or employment within the time or in the manner required by law; or

(2) In the officer's or employee's capacity as such officer or employee, does an act which the officer or employee knows is in excess of the officer's or employee's lawful authority or which the officer or employee knows the officer or employee is forbidden by law to do in the officer's or employee's official capacity; or

(3) Whether by act of commission or omission, in the officer's or employee's capacity as such officer or employee exercises a discretionary power in a manner inconsistent with the duties of the officer's or employee's office or employment or the rights of others and with intent to obtain a dishonest advantage for the officer or employee or another; or

(4) In the officer's or employee's capacity as such officer or employee, makes an entry in an account or record book or return, certificate, report or statement which in a material respect the officer or employee intentionally falsifies; or

(5) Under color of the officer's or employee's office or employment, intentionally solicits or accepts for the performance of any service or duty anything of value which the officer or employee knows is greater or less than is fixed by law.

**History:** 1977 c. 173; 1993 a. 486; 2001 a. 109.

Sub. (5) prohibits misconduct in public office with constitutional specificity. *Ryan v. State*, 79 Wis. 2d 83, 255 N.W.2d 910 (1977).

Sub. (3) applies to a corrupt act under color of office and under *de facto* powers conferred by practice and usage. A person who is not a public officer may be charged as a party to the crime of official misconduct. *State v. Tronca*, 84 Wis. 2d 68, 267 N.W.2d 216 (1978).

An on-duty prison guard did not violate sub. (2) by fornicating with a prisoner in a cell. *State v. Schmit*, 115 Wis. 2d 657, 340 N.W.2d 752 (Ct. App. 1983).

Sub. (3) is not unconstitutionally vague. It does not fail to give notice that hiring and directing staff to work on political campaigns on state time with state resources is a violation. A legislator's duty under this section may be determined by reference to a variety of sources including the Senate Policy Manual, applicable statutes, and legislative rules and guidelines. The Senate Policy Manual and senate guidelines restricted political campaigning with public resources. *State v. Chvala*, 2004 WI App 53, 271 Wis. 2d 115, 678 N.W.2d 880, 03-0442.

Affirmed. 2005 WI 30, 279 Wis. 2d 216, 693 N.W.2d 747, 03-0442. See also *State v. Jensen*, 2004 WI App 89, 272 Wis. 2d 707, 681 N.W.2d 230, 03-0106.

Affirmed. 2005 WI 31, 279 Wis. 2d 220, 694 N.W.2d 56, 03-0106.

Sub. (3) regulates conduct and not speech and is not subject to an overbreadth challenge under the 1st amendment to the U.S. Constitution. Legislators or their employees are not prohibited from doing or saying anything related to participation in political campaigns so long as they do not use state resources for that purpose. Legitimate legislative activity is not constrained by this statute. The line between "legislative activity" and "political activity" is sufficiently clear to prevent any confusion as to what conduct is prohibited under this statute. *State v. Chvala*, 2004 WI App 53, 271 Wis. 2d 115, 678 N.W.2d 880, 03-0442.

Affirmed. 2005 WI 30, 279 Wis. 2d 216, 693 N.W.2d 747, 03-0442. See also *State v. Jensen*, 2004 WI App 89, 272 Wis. 2d 707, 681 N.W.2d 230, 03-0106.

Affirmed. 2005 WI 31, 279 Wis. 2d 220, 694 N.W.2d 56, 03-0106.

Enforcement of sub. (3) against a legislator does not violate the separation of powers doctrine. Enforcement does not require the courts to enforce legislative rules governing the enactment of legislation. Rather, the courts are asked to enforce a penal statute that relates to the duties of a legislator. A court may interpret an internal legislative rule to determine criminal liability if, when applied to the facts of the specific case, the rule is not ambiguous. *State v. Chvala*, 2004 WI App 53, 271 Wis. 2d 115, 678 N.W.2d 880, 03-0442.

Affirmed. 2005 WI 30, 279 Wis. 2d 216, 693 N.W.2d 747, 03-0442. See also *State v. Jensen*, 2004 WI App 89, 272 Wis. 2d 707, 681 N.W.2d 230, 03-0106.

Affirmed. 2005 WI 31, 279 Wis. 2d 220, 694 N.W.2d 56, 03-0106.

Sub. (3) provides, as separate elements of the crime, the requirement that the conduct be inconsistent with the duties of one's office and the requirement that the conduct be done with intent to obtain a dishonest advantage. Although both elements may be proved through the same transaction, there must nevertheless be proof as to both elements. The state is required to prove beyond a reasonable doubt that the defendant exercised the defendant's discretionary power with the purpose to obtain a dishonest advantage. Guilt of misconduct in office does not require the defendant to have acted corruptly. *State v. Jensen*, 2007 WI App 256, 306 Wis. 2d 572, 743 N.W.2d 468, 06-2095. See also *State v. Schultz*, 2007 WI App 257, 306 Wis. 2d 598, 743 N.W.2d 823, 06-2121.

#### 946.13 Private interest in public contract prohibited.

(1) Any public officer or public employee who does any of the following is guilty of a Class I felony:

(a) In the officer's or employee's private capacity, negotiates or bids for or enters into a contract in which the officer or em-

ployee has a private pecuniary interest, direct or indirect, if at the same time the officer or employee is authorized or required by law to participate in the officer's or employee's capacity as such officer or employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the officer's or employee's part; or

(b) In the officer's or employee's capacity as such officer or employee, participates in the making of a contract in which the officer or employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the officer's or employee's part.

(2) Subsection (1) does not apply to any of the following:

(a) Contracts in which any single public officer or employee is privately interested that do not involve receipts and disbursements by the state or its political subdivision aggregating more than \$15,000 in any year.

(b) Contracts involving the deposit of public funds in public depositories.

(c) Contracts involving loans made pursuant to s. 67.12.

(d) Contracts for the publication of legal notices required to be published, provided such notices are published at a rate not higher than that prescribed by law.

(e) Contracts for the issuance to a public officer or employee of tax titles, tax certificates, or instruments representing an interest in, or secured by, any fund consisting in whole or in part of taxes in the process of collection, provided such titles, certificates, or instruments are issued in payment of salary or other obligations due such officer or employee.

(f) Contracts for the sale of bonds or securities issued by a political subdivision of the state; provided such bonds or securities are sold at a bona fide public sale to the highest bidder and the public officer or employee acquiring the private interest has no duty to vote upon the issuance of the bonds or securities.

(g) Contracts with, or tax credits or payments received by, public officers or employees for wildlife damage claims or abatement under s. 29.889, for farmland preservation under s. 91.13, 2007 stats., or s. 91.60 or subch. IX of ch. 71, soil and water resource management under s. 92.14, soil erosion control under s. 92.10, 1985 stats., animal waste management under s. 92.15, 1985 stats., and nonpoint source water pollution abatement under s. 281.65.

(3) A contract entered into in violation of this section is void and the state or the political subdivision in whose behalf the contract was made incurs no liability thereon.

(4) In this section "contract" includes a conveyance.

(5) Subsection (1) (b) shall not apply to a public officer or public employee by reason of his or her holding not more than 2 percent of the outstanding capital stock of a corporate body involved in such contract.

(6) Subsection (3) shall not apply to contracts creating a public debt, as defined in s. 18.01 (4), if the requirements of s. 18.14 (1) have been met. No evidence of indebtedness, as defined in s. 18.01 (3), shall be invalidated on account of a violation of this section by a public officer or public employee, but such officer or employee and the surety on the officer's or employee's official bond shall be liable to the state for any loss to it occasioned by such violation.

(7) Subsection (1) shall not apply to any public officer or public employee, who receives compensation for the officer's or employee's services as such officer or employee, exclusive of advances or reimbursements for expenses, of less than \$10,000 per year, merely by reason of his or her being a director, officer, employee, agent or attorney of or for a state or national bank, savings bank or trust company, or any holding company thereof. This

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subsection shall not apply to any such person whose compensation by such financial institution is directly dependent upon procuring public business. Compensation determined by longevity, general quality of work or the overall performance and condition of such financial institution shall not be deemed compensation directly dependent upon procuring public business.

(8) Subsection (1) shall not apply to contracts or transactions made or consummated or bonds issued under s. 66.1103.

(9) Subsection (1) does not apply to the member of a local committee appointed under s. 289.33 (7) (a) acting as a member of that committee in negotiation, arbitration or ratification of agreements under s. 289.33.

(10) Subsection (1) (a) does not apply to a member of a local workforce development board established under 29 USC 2832 or to a member of the council on workforce investment established under 29 USC 2821.

(11) Subsection (1) does not apply to an individual who receives compensation for services as a public officer or public employee of less than \$10,000 annually, exclusive of advances or reimbursements for expenses, merely because that individual is a partner, shareholder or employee of a law firm that serves as legal counsel to the public body that the officer or employee serves, unless one of the following applies:

(a) The individual has an interest in that law firm greater than 2 percent of its net profit or loss.

(b) The individual participates in making a contract between that public body and that law firm or exercises any official discretion with respect to a contract between them.

(c) The individual's compensation from the law firm directly depends on the individual's procurement of business with public bodies.

(12) (a) In this subsection:

1. "Research company" means an entity engaged in commercial or nonprofit activity that is related to research conducted by an employee or officer of the system or to a product of such research.

2. "System" means the University of Wisconsin System.

(b) Subsection (1) does not apply to a contract between a research company and the system or any institution or college campus within the system for purchase of goods or services, including research, if the interest that a system employee or officer has in the research company has been evaluated and addressed in a management plan issued by the individual or body responsible for evaluating and managing potential conflicts of interest and the management plan complies with the policy adopted under par. (d).

(d) The board shall adopt a policy specifying the contents required for a management plan under par. (b).

**History:** 1971 c. 40 s. 93; 1973 c. 12 s. 37; 1973 c. 50, 265; 1977 c. 166, 173; 1983 a. 282; 1987 a. 344, 378, 399; 1989 a. 31, 232; 1993 a. 486; 1995 a. 27, 225, 227, 435; 1997 a. 35, 248; 1999 a. 9, 85; 1999 a. 150 s. 672; 2001 a. 109; 2005 a. 417; 2009 a. 28; 2019 a. 36.

A county board member did not violate sub. (1) by accepting a job as airport manager while he was serving as a county board member for a county that was co-owner of the airport when he was appointed pursuant to advice and approval of the county corporation counsel. *State v. Davis*, 63 Wis. 2d 75, 216 N.W.2d 31 (1974).

Sub. (1) (b) is a strict liability offense. It does not include the element of corrupt motive. *State v. Stoehr*, 134 Wis. 2d 66, 396 N.W.2d 177 (1986).

The defendant could not have had a pecuniary interest in, or have negotiated in the defendant's private capacity for, a position that had not yet been posted. *State v. Venema*, 2002 WI App 202, 257 Wis. 2d 491, 650 N.W.2d 898, 01-2502.

A county board member employed by an engineering and survey firm may have a possible conflict of interest in public contracts. 60 Atty. Gen. 98.

A member of the Wisconsin board of vocational, technical, and adult education [now technical college] may not bid on and contract for the construction of a building project for a vocational-technical district that would entail expenditures exceeding \$2,000 in any year, when availability of federal funds for use on such project is subject to the member's approval as a member of the board. 60 Atty. Gen. 310.

Discussing conflicts arising from election of a school principal to the office of alderperson. 60 Atty. Gen. 367.

Appointment of counsel for indigents involves a public contract. 62 Atty. Gen. 118.

A county supervisor who is a pharmacist probably does not violate this section in furnishing prescription services to medicaid patients when the state is solely liable for payment. 64 Atty. Gen. 108.

The marital property law does not change the applicability of this section to a member of a governmental body when that body employs the member's spouse. 76 Atty. Gen. 15.

This section applies to county board or department purchases aggregating more than \$5,000 from a county supervisor-owned business. 76 Atty. Gen. 178.

When the village board administers a community development block grant program, a member of the village board would violate this section if the board member obtained a loan in excess of \$5,000 under the program. Acting as a private contractor, the board member would violate sub. (1) if the board member contracted to perform the construction work for a third person who obtained a loan under the program. 76 Atty. Gen. 278.

Sub. (1) (a) may be violated by members of the Private Industry Councils when private or public entities of which they are executives, directors, or board members receive benefits under the Job Training Partnership Act. 77 Atty. Gen. 306.

A municipality's zoning decision is not a contract under sub. (1) (a), and therefore the statute does not apply to an official's participation in a zoning decision. OAG 9-14.

**946.14 Purchasing claims at less than full value.** Any public officer or public employee who in a private capacity directly or indirectly intentionally purchases for less than full value or discounts any claim held by another against the state or a political subdivision thereof or against any public fund is guilty of a Class I felony.

**History:** 1977 c. 173; 2001 a. 109.

**946.16 Judicial officer collecting claims.** Any judicial officer who causes to be brought in a court over which the officer presides any action or proceeding upon a claim placed with the officer as agent or attorney for collection is guilty of a Class B misdemeanor.

**History:** 1977 c. 173.

**946.17 Corrupt means to influence legislation; disclosure of interest.** Any person who gives or agrees or offers to give anything of value to any person, for the service of such person or of any other person in procuring the passage or defeat of any measure before the legislature or before either house or any committee thereof, upon the contingency or condition of the passage or defeat of the measure, or who receives, or agrees to receive anything of value for such service, upon any such contingency or condition, or who, having a pecuniary or other interest, or acting as the agent or attorney of any person in procuring or attempting to procure the passage or defeat of any measure before the legislature or before either house or any committee thereof, attempts in any manner to influence any member of the legislature for or against the measure, without first making known to the member the real and true interest he or she has in the measure, either personally or as such agent or attorney, is guilty of a class A misdemeanor.

**History:** 1977 c. 278 s. 1; Stats. 1977 s. 946.17; 1993 a. 213.

**946.18 Misconduct sections apply to all public officers.** Sections 946.10 to 946.17 apply to public officers, whether legally constituted or exercising powers as if legally constituted.

**History:** 1977 c. 278; 1979 c. 110.

## SUBCHAPTER III

### PERJURY AND FALSE SWEARING

**946.31 Perjury.** (1) Whoever under oath or affirmation orally makes a false material statement which the person does not believe to be true, in any matter, cause, action or proceeding, before any of the following, whether legally constituted or exercising powers as if legally constituted, is guilty of a Class H felony:

(a) A court;



## Engelson & Associates, Ltd.

William J. Sherry, CPA  
Bradley J. Peterson, CPA

Earl E. Engelson, CPA  
(Inactive)

September 25, 2025

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To the Village Board  
Village of Vernon  
W249 S8910 Center Drive  
Vernon, WI 53103

We are pleased to confirm our understanding of the services we are to provide for the Village of Vernon for the years ended December 31, 2025, 2026 and 2027.

### Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business type activities, each major fund and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Village of Vernon as of and for the years ended December 31, 2025, 2026 and 2027. Accounting standards generally accepted in the United States (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Budgetary comparison statement
2. Schedule of Village's proportionate share of net pension asset/liability
3. Schedule of Village's pension contributions
4. Schedule of Village's proportionate share of LRLIF net OPEB liability
5. Schedule of Village's LRLIF contributions

We understand that you are electing to not present the following RSI:

1. Management's discussion and analysis

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

American Institute of Certified Public Accountants  
PCPS - Division of Firms

Government & Employee Benefit Plan Audit Quality Centers

Wisconsin Institute and Minnesota Society of Certified Public Accountants

1. Combining balance sheet – Nonmajor governmental funds
2. Combining statement of revenues, expenditures and changes in fund balance – nonmajor governmental funds

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of the accounting records of the Village and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

#### **Audit Procedures – Internal Control**

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Management's override of controls
2. Improper revenue recognition

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Village's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of the Village of Vernon in conformity with U.S. generally accepted accounting principles based on information provided by you. In addition, we will compile the Village's Financial C report. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services

previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers), and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report

thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

#### **Engagement Administration, Fees and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

The audit documentation for this engagement is the property of Engelson and Associates, Ltd. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State of Wisconsin or its designee, a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Engelson and Associates, Ltd. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the state or federal regulators. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

William J. Sherry is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit during February/March each year and to issue our reports no later than May 15<sup>th</sup> each year.

We estimate that our fees for these services will be as follows:

Year ending December 31, 2025	\$25,500
Year ending December 31, 2026	\$26,500
Year ending December 31, 2027	\$27,750

These estimates are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

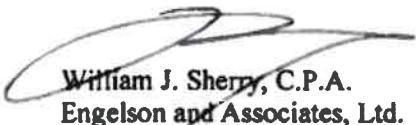
You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

#### **Reporting**

We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Village Board of the Village of Vernon. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

**Very Truly Yours,**



William J. Sherry, C.P.A.  
Engelson and Associates, Ltd.

**RESPONSE:**

This letter correctly sets forth the understanding of the Village of Vernon.

By: \_\_\_\_\_  
Title \_\_\_\_\_

Date: \_\_\_\_\_



Outlook

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**RE: engagement letter**

---

**From** Bill Sherry <bill@eacpas.net>

**Date** Thu 9/25/2025 12:35 PM

**To** Clerk Administrator <clerk@villageofvernonwi.org>

**Cc** 'Karen Wolfe' <karen@eacpas.net>

Karen,

Five years would be as follows:

12/31/25 - \$25,500

12/31/26 - \$26,500

12/31/27 - \$27,750

12/31/28 - \$29,000

12/31/29 - \$30,000

Bill Sherry, CPA

Engelson and Associates, Ltd.

3317 Mormon Coulee Road, La Crosse, WI 54601

Phone: 608-788-2181; Fax 608-788-3162

Confidentiality Notice: This message is intended only for the individual or entity to which it is addressed. It may contain privileged or confidential information. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify us immediately and destroy the message.

IRS Circular 230 Notice: Unless specifically stated otherwise, the written advice in this email and/or attachments is not intended to be used for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code.

**From:** Clerk Administrator <clerk@villageofvernonwi.org>

**Sent:** Thursday, September 25, 2025 11:07 AM

**To:** Bill Sherry <bill@eacpas.net>

**Subject:** Re: engagement letter

Bill,

Can you do 5 years?

*Karen L. Schuh*

Village of Vernon, Administrator Clerk

[clerk@villageofvernonwi.org](mailto:clerk@villageofvernonwi.org)

W249S8910 Center Drive

Vernon WI, 53103



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VILLAGE OF VERNON  
Vernon

October 2, 2025

Based upon the anticipated 2026 Stormwater budget, the Stormwater Special Assessment (also known as the ERU Fee) will remain at **\$ 23 per ERU**, for the 2025 tax billing process. Village of Vernon President Jeff Millies, set the ERU rate for the 2026 budget process, and as a courtesy will notify the Village Board at the Vernon Village Board meeting on October 2, 2025.

---

Jeff Millies, President  
Village of Vernon

---

Date Signed: October 2, 2025

*File: Xdrive-DNR correspondance-President ERU letter*

## Assistance Needed: Identifying Designated Officers for Judicial Privacy Requests

From League of Wisconsin Municipalities <league@lwm-info.org>

Date Fri 9/12/2025 11:48 AM

To Clerk Administrator <clerk@villageofvernonwi.org>

**League Legal Alert**  
**September 12, 2025**

**Director of State Courts is requesting municipalities to select their designated officer for judicial privacy protection requests by October 3, 2025.**

Last year, the legislature created special privacy protections for the personal information of judicial officers and their immediate family members. Once a request for privacy protection is received, information such as home addresses, home telephone numbers, and personal email addresses may not be publicly posted or displayed or released under the public records law. Wis. Stat. § 757.07(2).

There are two methods for a judicial officer to avail themselves of these protections. A judicial officer can submit a written request directly to the "designated officer" of a local government agency, or they can submit a request to the director of state courts who then notifies government agencies.

The Director of State Courts must provide a quarterly list to each designated officer that identifies all judicial officers who have submitted privacy requests. Upon receipt, the designated officer must promptly provide the list to the government agencies under their supervision. 2025 Wis. Act. 25, § 12. The designated officer's receipt of the list from the Director of State Courts shall constitute a written request to that agency for purposes of complying with the privacy protections in § 757.07.

Under 2025 Wis. Act 25, a "designated officer" is defined as the officer or employee of a government agency designated in writing to the Director of State Courts. In the absence of a written designation to the director of state courts, "designated officer" means the highest ranking officer or employee for a government agency.

Municipalities should send their designated officer information by October 3 to [security.forms@wicourts.gov](mailto:security.forms@wicourts.gov). When submitting member information, members should include:

- The name of the designated officer

- Email address
- U.S. mail address
- Common carrier address (if requests are hand-delivered)

The Director of State Courts recommends submitting any questions via the above link or calling (608) 266-1298.

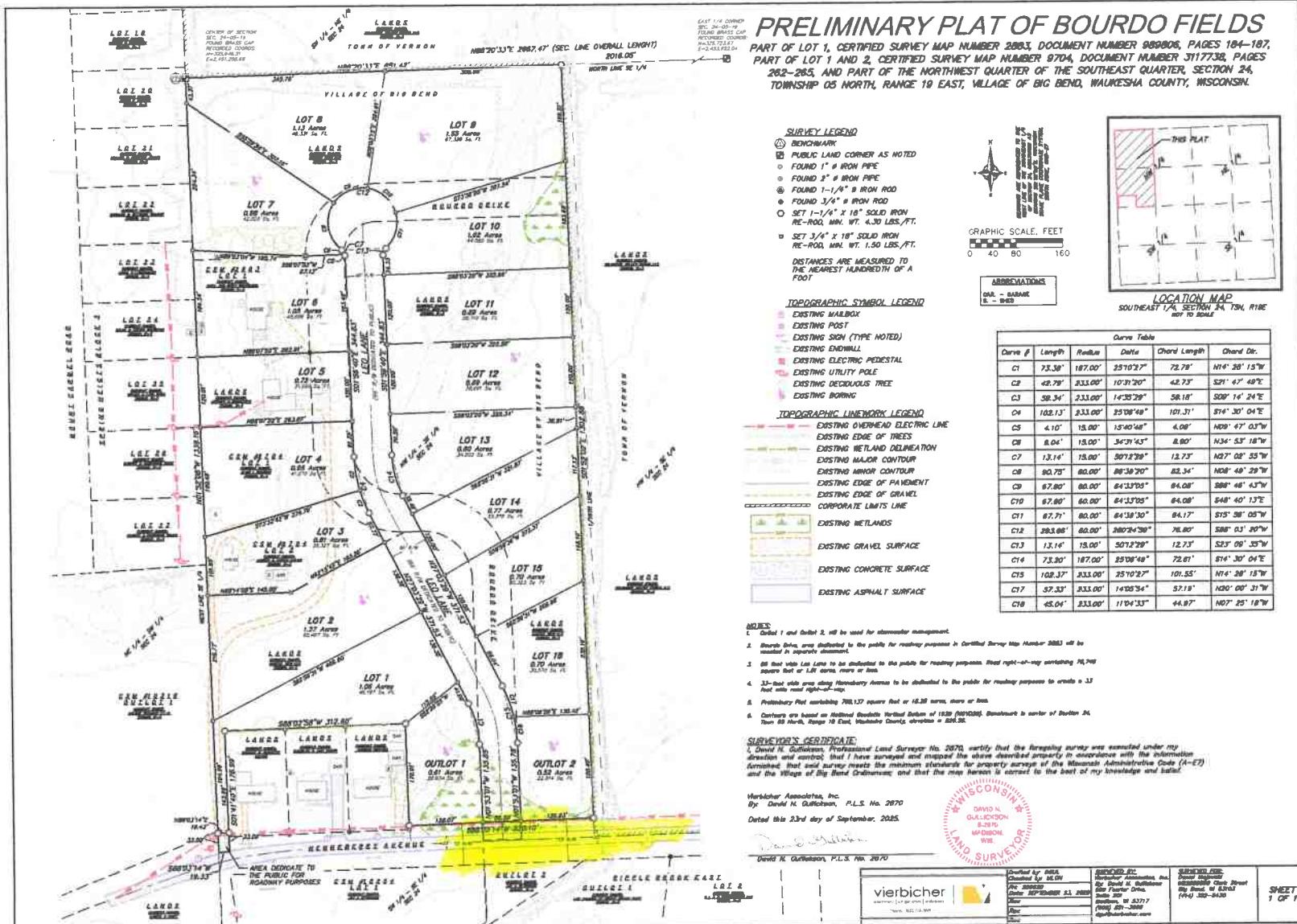


League of Wisconsin Municipalities | P.O. Box 6358 | Madison, WI 53716 US

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[Constant Contact](#)



Dan Majewski  
4/322-5430

**Village of Vernon Treasurer's Report**  
**Month of August 2025**

<b>Main Account-Citizens Bank</b>		
<b>August 1 Beginning Balance</b>		<b>\$1,545,910.75</b>
Deposits/Credits		\$447,642.73
Transfer from ADM		\$0.00
Interest		\$3,003.40
<b>Total Additions</b>		<b>\$450,646.13</b>
Checks/Debits		\$1,236,374.12
Transfer to ADM-CD Investments		\$0.00
<b>Total Disbursements</b>		<b>\$1,236,374.12</b>
<b>August 31 Ending Balance</b>		<b>\$760,182.76</b>
<b>General Checking Account-Citizens Bank</b>		
<b>August 1 Beginning Balance</b>		<b>\$157,518.35</b>
Deposits/Credits		\$1,237,124.96
Interest		\$3,468.50
<b>Total Additions</b>		<b>\$1,240,593.46</b>
Checks/Debits		\$268,699.78
Service Charge		\$0.00
<b>Total Disbursements</b>		<b>\$268,699.78</b>
<b>August 31 Ending Balance</b>		<b>\$1,129,412.03</b>
<b>LifeQuest Account-Citizens Bank</b>		
<b>August 1 Beginning Balance</b>		<b>\$1,007.27</b>
Deposits/Credits		\$26,175.38
Interest		\$10.51
<b>Total Additions</b>		<b>\$26,185.89</b>
Checks/Debits		\$26,182.65
<b>August 31 Ending Balance</b>		<b>\$1,010.51</b>
<b>Tax Collection Account-Cit. Bank</b>		
<b>August 1 Beginning Balance</b>		<b>\$1,004.55</b>
Deposits/Credits		\$0.00
Interest		\$0.85
<b>Total Additions</b>		<b>\$0.86</b>
Checks/Debits		\$0.00
<b>Total Debits</b>		<b>\$0.00</b>
<b>August 31 Ending Balance</b>		<b>\$1,005.41</b>
<b>Park Impact Account-Citizens Bank</b>		
<b>August 1 Beginning Balance</b>		<b>\$23,846.40</b>
Deposits/Credits		\$1,830.00
Interest		\$20.37
<b>Total Additions</b>		<b>\$1,850.37</b>

Checks/Debits		\$0.00
<b>August 31 Ending Balance</b>		<b>\$25,696.77</b>
US Cellular Account-Citizens Bank		
August 1 Beginning Balance		\$12,254.17
Deposits/Credits		\$0.00
Interest		\$10.41
<b>Total Additions</b>		<b>\$10.41</b>
Checks/Debits		\$0.00
<b>August 31 Ending Balance</b>		<b>\$12,264.58</b>
Cricket Account-Citizens Bank		
August 1 Beginning Balance		\$10,846.10
Deposits/Credits		\$0.00
Interest		\$9.21
<b>Total Additions</b>		<b>\$9.21</b>
Checks/Debits		\$0.00
<b>August 31 Ending Balance</b>		<b>\$10,855.31</b>
<b>Total Cit Bank Acct Balances as of August 31 2025</b>		<b>\$1,940,427.37</b>
ADM Money Market Account		
August 1 Beginning Balance		\$0.00
Transfer to Citizens Bank		\$0.00
Accrued interest earned		\$0.00
<b>August 31 Ending Balance</b>		<b>\$0.00</b>
<b>Total Investments as of August 31 2025</b>		<b>\$1,940,427.37</b>

Notes Issued 5/3/2021	\$1,765,000.00
2022 Payment P & I	(267,881.00)
2023 Payment P & I	(244,555.00)
2024 Payment P & I	(247,230.00)
2025 Payment P & I	(244,880.00)
2026 Payment P & I	(247,505.00)
2027 Payment P & I	(250,080.00)
2028 Payment P & I	(167,948.00)
2029 Payment P & I	(171,020.00)
<b>Total Notes Payments - Net Interest</b>	<b>(\$76,099.00)</b>

Bonds Issued 5/3/2021	\$1,270,000.00
2022 Interest	(\$32,580.00)
2023 Interest	(\$24,538.00)
2024 Interest	(\$24,538.00)
2025 Interest	(\$24,538.00)
2026 Interest	(\$24,538.00)

2027 Interest	(\$24,538.00)
2028 Interest	(\$24,538.00)
2029 Interest	(\$24,538.00)
2030 P & I	(\$193,050.00)
2031 P & I	(\$195,031.00)
2032 P & I	(\$191,750.00)
2033 P & I	(\$193,200.00)
2034 P & I	(\$194,550.00)
2035 P & I	(\$195,800.00)
2036 P & I	(\$196,950.00)
<b>Total Bond Payments - Net Interest</b>	<b><u>(\$294,677.00)</u></b>



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Date 8/29/25 Page 1  
Primary Account  
Short Name VILLAGE OF VERNON

VILLAGE OF VERNON  
CRICKET  
W249S8910 CENTER DR  
BIG BEND WI 53103-8900

Fraud is everywhere, and Citizens Bank wants to help you keep your accounts safe!  
Find news and tips on our website [CitizensBankWI.bank](#) and know you can always  
turn to your banker for advice. The key to avoiding fraud is awareness!

## CHECKING ACCOUNTS

Classic Muni MM		Statement Dates	8/01/25 thru 9/01/25
Account Number		Days in the statement period	32
Previous Balance	10,846.10	Average Ledger	10,846.10
Deposits/Credits	.00	Average Collected	10,846.10
Checks/Debits	.00	Interest Earned	9.51
Service Charge	.00	Annual Percentage Yield Earned	1.00%
Interest Paid	9.21	2025 Interest Paid	72.00
Ending Balance	10,855.31		

## DEPOSITS/CREDITS

Date	Description	Amount
8/31	Interest Deposit	9.21

## DAILY BALANCE

Date	Balance	Date	Balance
8/01	10,846.10	8/31	10,855.31

\*\*\* END OF STATEMENT \*\*\*



P.O. Box 223 Mukwonago, WI 53149-0223

Date 8/29/2025  
 Primary Account  
 Short Name VILLAGE OF VERNON

VILLAGE OF VERNON  
 W249S8910 CENTER DR  
 BIG BEND WI 53103-8900

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---- C H E C K I N G A C C O U N T S ----

Muni Adv Plus Ckg			
Account Number		Statement Dates	8/01/25 thru 9/01/25
Previous Balance	157,518.35	Days in the statement period	32
13 Deposits/Credits	1,237,124.96	Average Ledger	924,233.09
82 Checks/Debits	268,699.78	Average Collected	922,020.25
Service Charge	.00	Interest Earned	3,605.65
Interest Paid	3,468.50	Annual Percentage Yield Earned	4.55%
Ending Balance	1,129,412.03	2025 Interest Paid	3,468.80

Deposits/Credits

Date	Description	Amount
8/01	Maintenance Fee Refund	10.00
8/01	PER TERRY WINIARSKI	700,000.00
8/06	ACH Credit Back Item	414.10
8/07	DDA Regular Deposit	1,781.99
8/18	DDA Regular Deposit	29,818.68
8/20	081525SETT PNP BILLPAYMENT 3333308324 25/08/20 ID #-8104 TRACE #-071000288241583	250.00
8/22	Per Terry	447,569.73
8/22	DDA Regular Deposit	2,667.15
8/26	082125SETT PNP BILLPAYMENT 3333308324 25/08/26 ID #-8104 TRACE #-071000283179071	100.00
8/28	082525SETT PNP BILLPAYMENT 3333308324 25/08/28 ID #-8104 TRACE #-071000280273493	100.00
8/28	DDA Regular Deposit	20,858.59
8/29	Transfer from LIFEQUEST to GENERAL CHECKING	26,182.65
8/29	DDA Regular Deposit	7,372.07
8/31	Interest Deposit	3,468.50



Date 8/29/2025 Page 2 of 4  
Primary Account  
Short Name VILLAGE OF VERNON

withdrawals/Debits		
Date	Description	Amount
8/06	ACH Credit Back Fee	14.00-
8/07	PAYMENT WASTE MANAGEMENT 9580653001 25/08/07 TRACE #-021000021151479	38,334.39-
8/13	ETFPay Group Insurance G369006449 25/08/13 ID #-WS2GPC012718328 TRACE #-042000010167491	928.14-
8/13	PAYMENT WE ENERGIES 13904762WE 25/08/13 ID #-070468722600001 TRACE #-042000010272911	2,898.43-
8/14	TAXPAYMNT WI DEPT REVENUE X000015200 25/08/14 ID #-518618144 TRACE #-042000011015174	59.80-
8/14	TAXPAYMNT WI DEPT REVENUE X000001100 25/08/14 ID #-323812384 TRACE #-042000011013053	2,290.27-
8/15	PAYCHECK VILLAGE OF VERO 1396006151 25/08/15 TRACE #-075906170000064	53,622.29-
8/19	PAYMENT CITI CARD ONLINE CITICTP 25/08/19 ID #-421767297264486 TRACE #-091409685970955	2,173.76-
8/22	WIRE TRANSFER ASSOCIATED TRUST CO 075906171 433 MAIN ST 5TH FL GREEN BAY WI 54301	4,352.50-
8/22	WIRE TRANSFER ASSOCIATED TRUST CO 075906171 433 MAIN ST 5TH FL GREEN BAY WI 54301	12,268.75-
8/27	TAXPAYMNT WI DEPT REVENUE X000015200 25/08/27 ID #-531037216 TRACE #-042000010371390	35.45-
8/28	SYF PAYMNT SAMS 9069872103 25/08/28 ID #-604600203169909 TRACE #-042202684472684	89.96-
8/29	USATAXPYMT IRS 3387702000 25/08/29 ID #-270564131676482 TRACE #-061036010062287	14,090.59-
8/29	PAYCHECK VILLAGE OF VERO 1396006151 25/08/29 TRACE #-075906170000053	48,894.49-



Date 8/29/2025 Page 3 of 4  
Primary Account  
Short Name VILLAGE OF VERNON

Checks in Serial Number Order									
Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount	
8/14	10001	22.59	8/18	10024	436.16	8/26	10051*	26.95	
8/12	10002	41.99	8/13	10025	583.22	8/27	10052	5,576.30	
8/13	10003	89.68	8/14	10026	3,391.00	8/27	10053	10.78	
8/15	10004	185.30	8/14	10027	87.96	8/26	10055*	104.90	
8/15	10005	200.15	8/12	10028	171.01	8/26	10056	393.00	
8/12	10006	85.80	8/12	10029	26.18	8/27	10058*	111.76	
8/12	10007	53.36	8/12	10031*	452.00	8/25	10059	181.57	
8/26	10008	226.20	8/13	10033*	47.99	8/28	10060	1,241.03	
8/13	10009	2,486.89	8/18	10034	197.10	8/29	10061	2,677.60	
8/13	10010	250.00	8/13	10036*	281.95	8/27	10062	20.00	
8/13	10011	1,457.91	8/18	10037	327.83	8/27	10063	121.03	
8/13	10012	54.00	8/12	10038	839.50	8/28	10064	745.00	
8/13	10013	149.85	8/12	10039	17,761.31	8/26	10065	184.00	
8/14	10014	124.95	8/29	10040	10,625.93	8/29	10066	627.50	
8/14	10015	317.60	8/12	10041	500.00	8/26	10067	18,369.29	
8/13	10016	68.03	8/12	10042	414.10	8/28	10068	210.00	
8/18	10017	1,375.29	8/20	10043	281.77	8/26	10069	72.00	
8/18	10018	513.63	8/20	10044	1,064.14	8/27	10075*	4,189.67	
8/18	10019	302.98	8/28	10045	740.83	8/26	10076	2,460.00	
8/12	10020	130.23	8/26	10046	78.75	8/27	10077	100.76	
8/12	10021	300.31	8/27	10047	2,681.50	8/28	10078	38.40	
8/11	10022	112.50	8/26	10048	400.00	8/28	10079	548.28	
8/12	10023	636.00	8/26	10049	61.67				

\* Denotes missing check numbers

Daily Balance					
Date	Balance	Date	Balance	Date	Balance
8/01	857,528.35	8/14	784,261.50	8/25	1,187,083.84
8/06	857,928.45	8/15	730,253.76	8/26	1,164,807.08
8/07	821,376.05	8/18	756,919.45	8/27	1,151,959.83
8/11	821,263.55	8/19	754,745.69	8/28	1,169,304.92
8/12	799,851.76	8/20	753,649.78	8/29	1,125,943.53
8/13	790,555.67	8/22	1,187,265.41	8/31	1,129,412.03

\*\*\* END OF STATEMENT \*\*\*



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Date 8/29/25 P ~ 1  
Primary Account ^ ..  
Short Name VILLAGE OF VERNON

VILLAGE OF VERNON  
LIFEQUEST ACCOUNT  
W249S8910 CENTER DR  
BIG BEND WI 53103-8900

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turn to your banker for advice. The key to avoiding fraud is awareness!

## CHECKING ACCOUNTS

Classic Muni MM		Statement Dates	8/01/25 thru	9/01/25
Account Number	,	Days in the statement period	32	
Previous Balance	1,007.21	Average Ledger	12,056.53	
14 Deposits/Credits	26,175.38	Average Collected	12,011.71	
1 Checks/Debits	26,182.65	Interest Earned	10.53	
Service Charge	.00	Annual Percentage Yield Earned	1.00%	
Interest Paid	10.51	2025 Interest Paid	72.56	
Ending Balance	1,010.51			

## DEPOSITS/CREDITS

Date	Description	Amount
8/06	HCCLAIMPMT NGS, INC. Q351840597 25/08/06 ID #-1932404654	547.42
8/07	TRACE #-042000013963446 5038425 iStream 0005038425 25/08/07 ID #-	6,939.73
8/11	TRACE #-091408597450322 HCCLAIMPMT NGS, INC. Q351840597 25/08/11 ID #-1932404654	547.42
8/13	TRACE #-042000016309660 HCCLAIMPMT NGS, INC. Q351840597 25/08/13 ID #-1932404654	469.23
8/13	TRACE #-042000011791304 RDC DDA	200.00
8/14	HCCLAIMPMT NGS, INC. Q351840597 25/08/14	482.86



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Date 8/29/25 Primary Account  
Short Name VILLAGE OF VERNON

Classic Muni MM

411995105 (Continued)

#### DEPOSITS/CREDITS

Date	Description	Amount
8/15	ID #-1932404654 TRACE #-042000014535847 5038425 iStream 0005038425 25/08/15 ID #~	8,678.80
8/18	TRACE #-091408598786838 RDC DDA	1,659.20
8/19	HCCLAIMPMT ANTHEM BLUE WI5C 1390138065 25/08/19 ID #-3279804127	599.98
8/20	TRACE #-111000023433506 HCCLAIMPMT NGS, INC. Q351840597 25/08/20 ID #-1932404654	719.15
8/20	TRACE #-042000017379448 RDC DDA	131.16
8/26	HCCLAIMPMT NGS, INC. Q351840597 25/08/26 ID #-1932404654	412.19
8/26	TRACE #-042000016838191 HCCLAIMPMT ANTHEM BLUE WI5C 1390138065 25/08/26 ID #-3280395071	552.46
8/28	TRACE #-111000027490226 5038425 iStream 0005038425 25/08/28 ID #~	4,235.78
8/31	TRACE #-091408594561519 Interest Deposit	10.51

#### WITHDRAWALS/DEBITS

Date	Description	Amount
8/29	Transfer from LIFEQUEST to GENERAL CHECKING	26,182.65-

#### DAILY BALANCE

Date	Balance	Date	Balance	Date	Balance
8/01	1,007.27	8/14	10,193.93	8/26	22,946.87
8/06	1,554.69	8/15	18,872.73	8/28	27,182.65
8/07	8,494.42	8/18	20,531.93	8/29	1,000.00
8/11	9,041.84	8/19	21,131.91	8/31	1,010.51
8/13	9,711.07	8/20	21,982.22		

\*\*\* END OF STATEMENT \*\*\*



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PO Box 223  
Mukwonago, WI 53149-0223  
  
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Date 8/29/25 F-  
Primary Account  
Short Name VILLAGE OF VERNON

VILLAGE OF VERNON  
W249S8910 CENTER DR  
BIG BEND WI 53103-8900

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turn to your banker for advice. The key to avoiding fraud is awareness!

## CHECKING ACCOUNTS

Muni Adv Plus Ckg			
Account Number	1	Statement Dates	8/01/25 thru 9/01/25
Previous Balance	1,545,910.75	Days in the statement period	32
3 Deposits/Credits	447,642.73	Average Ledger	791,768.89
13 Checks/Debits	1,236,374.12	Average Collected	791,768.89
Service Charge	.00	Interest Earned	3,096.29
Interest Paid	3,003.40	Annual Percentage Yield Earned	4.55%
Ending Balance	760,182.76	2025 Interest Paid	66,222.63

## DEPOSITS/CREDITS

Date	Description	Amount
8/01	072925SETT PNP BILLPAYMENT 3333308324 25/08/01 ID #-8104	18.00
8/05	TRACE #-071000287833601 073125SETT PNP BILLPAYMENT 3333308324 25/08/05 ID #-8104	55.00
8/20	TRACE #-071000286014298 ACH ITEMS WAUKESHA COUNTY 1396005756 25/08/20 ID #-091	447,569.73
8/31	TRACE #-042000019297711 Interest Deposit	3,003.40

## WITHDRAWALS/DEBITS

Date	Description	Amount
8/04	USATAXPYMT IRS 3387702000 25/08/01 ID #-270561352504103	13,941.32-
	TRACE #-061036010039952	



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Date 8/29/25 P  
Primary Account 4-  
Short Name VILLAGE OF VERNON

Muni Adv Plus Ckg

411995101 (Continued)

#### WITHDRAWALS/DEBITS

Date	Description	Amount
8/04	PAYCHECK VILLAGE OF VERO 1396006151 25/08/01	49,587.62-
8/04	TRACE #-075906170000053	
8/05	PER TERRY WINIARSKI	700,000.00-
8/05	EMPOWER EMPOWER	25.00-
	5800180000 25/08/04	
	ID #-704694387332	
	TRACE #-042000019470957	
8/05	EMPOWER EMPOWER	215.00-
	5800180000 25/08/04	
	ID #-704694387331	
	TRACE #-042000019470951	
8/13	Int Bnking ACH items	3.84-
8/18	USATAXPYMT IRS	14,753.15-
	3387702000 25/08/15	
	ID #-270562720905912	
	TRACE #-061036010102156	
8/19	EMPOWER EMPOWER	25.00-
	5800180000 25/08/18	
	ID #-705392895365	
	TRACE #-042000014889195	
8/19	EMPOWER EMPOWER	215.00-
	5800180000 25/08/18	
	ID #-705392895364	
	TRACE #-042000014889189	
8/25	Per Terry	447,569.73-
8/26	Int Bnking ACH items	3.18-
8/29	Int Bnking Service Charge	17.00-

#### CHECKS IN SERIAL NUMBER ORDER

Date	Check No	Amount
8/04	73392	10,018.28

\* Denotes missing check numbers

#### DAILY BALANCE

Date	Balance	Date	Balance	Date	Balance
8/01	1,545,928.75	8/18	757,439.54	8/26	757,196.36
8/04	772,381.53	8/19	757,199.54	8/29	757,179.36
8/05	772,196.53	8/20	1,204,769.27	8/31	760,182.76
8/13	772,192.69	8/25	757,199.54		

\*\*\* END OF STATEMENT \*\*\*



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Date 8/29/25  
Primary Account  
Short Name VILLAGE OF VERNON

VILLAGE OF VERNON  
PARK IMPACT FUND  
W249S8910 CENTER DR  
BIG BEND WI 53103-8900

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## CHECKING ACCOUNTS

Classic Muni MM	Statement Dates	8/01/25 thru 9/01/25
Account Number	Days in the statement period	32
Previous Balance	Average Ledger	24,113.27
2 Deposits/Credits	Average Collected	24,034.05
Checks/Debits	Interest Earned	21.07
Service Charge	Annual Percentage Yield Earned	1.00%
Interest Paid	2025 Interest Paid	152.83
Ending Balance		

## DEPOSITS/CREDITS

Date	Description	Amount
8/28	DDA Regular Deposit	1,220.00
8/29	DDA Regular Deposit	610.00
8/31	Interest Deposit	20.37

## DAILY BALANCE

Date	Balance	Date	Balance
8/01	23,846.40	8/29	25,676.40
8/28	25,066.40	8/31	25,696.77

\*\*\* END OF STATEMENT \*\*\*



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Date 8/29/25  
Primary Account  
Short Name VILLAGE OF VERNON

VILLAGE OF VERNON  
TAX COLLECTION  
W249S8910 CENTER DR  
BIG BEND WI 53103-8900

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## CHECKING ACCOUNTS

Classic Muni MM		Statement Dates	8/01/25 thru	9/01/25
Account Number		Days in the statement period		32
Previous Balance	1,004.55	Average Ledger		1,004.55
Deposits/Credits	.00	Average Collected		1,004.55
Checks/Debits	.00	Interest Earned		.88
Service Charge	.00	Annual Percentage Yield Earned		1.00%
Interest Paid	.86	2025 Interest Paid		25,080.74
Ending Balance	1,005.41			

## DEPOSITS/CREDITS

Date	Description	Amount
8/31	Interest Deposit	.86

## DAILY BALANCE

Date	Balance	Date	Balance
8/01	1,004.55	8/31	1,005.41

\*\*\* END OF STATEMENT \*\*\*



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Date 8/29/25  
Primary Account  
Short Name VILLAGE OF VERNON

VILLAGE OF VERNON  
US CELLULAR  
W249S8910 CENTER DR  
BIG BEND WI 53103-8900

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## CHECKING ACCOUNTS

Classic Muni MM		Statement Dates	8/01/25 thru	9/01/25
Account Number		Days in the statement period		32
Previous Balance	12,254.17	Average Ledger	12,254.17	
Deposits/Credits	.00	Average Collected	12,254.17	
Checks/Debits	.00	Interest Earned	10.75	
Service Charge	.00	Annual Percentage Yield Earned	1.01%	
Interest Paid	10.41	2025 Interest Paid	81.35	
Ending Balance	12,264.58			

## DEPOSITS/CREDITS

Date	Description	Amount
8/31	Interest Deposit	10.41

## DAILY BALANCE

Date	Balance	Date	Balance
8/01	12,254.17	8/31	12,264.58

\*\*\* END OF STATEMENT \*\*\*

# UNAPPROVED PROCEEDINGS OF THE VILLAGE OF VERNON BOARD MEETING

Thursday, September 18, 2025, at 6:00 p.m.

---

## 1-3. CALL VILLAGE BOARD TO ORDER, PLEDGE OF ALLEGIANCE TO THE FLAG, MOMENT OF SILENCE, ROLL CALL, AND OPEN MEETING LAW COMPLIANCE

President Jeff Millies called the Vernon Village Board and Plan Commission to order at 6:00 pm and led the Pledge of Allegiance followed by a moment of silence. Present at the Village Board meeting were President Jeff Millies, Trustees Jay Pecha, Gary Finch, Dylan Neumann, and Jim Hirth. Administrator Karen Schuh verified the meeting in full compliance with the Open Meetings Law requirement.

## 4. PUBLIC COMMENTS: There were no public comments. Village Board agreed by consensus to hear the public's comments on the agenda item they were in attendance to discuss with the Village Board.

## 5. MISCELLANEOUS MATTERS-The following matters will be discussed, and action taken by the Village Board unless otherwise noted:

### a. Request to Lower Speed Limit on Oakdale Road from National Ave to Edgewood Ave.

The Village Board discussed the Request to Lower speed Limit on Oakdale Road from National Ave. to Edgewood Ave.

**Mr. Rozinski W262S8780 Oakdale Dr. Mukwonago, WI 53149.** Stated he would like the board to consider lowering the speed limit to 25 or 30 mph. on Oakdale from National Ave. to Edgewood Ave. There are many people who jog, walk dogs, and just walk for exercise on that road, and it is very dangerous with the traffic going by and there is no shoulder on Oakdale between Edgewood and National. He thanked the Board for listening.

**Sam Thompson W262S8790 Oakdale Dr. Mukwonago, WI 53149.** Stated he would also like the board to consider a lower speed limit to 30 mph on Oakdale Dr. My daughter had her car totaled pulling out of our driveway due to another car coming up over the hill at a high rate of speed. After that happened there was a hidden driveway sign put up to caution people about the driveway. He has horses and often pulls a trailer, and he is very nervous about pulling out of my driveway because he needs to make wide turns and cross both lanes while in the process of entering the road. The speed limit is a safety concern.

**Joe Bruckbauer W262S8805 Oakdale Dr. Mukwonago, WI 53149.** Stated he is at the very top of the hill and when he pulls out of my driveway, he was almost rear ended. When he pulls out, every time a car comes up behind him and is coming too fast. This also happens when he gets the mail. There is more traffic every year with all the new developments going on. It is time to do something before somebody gets killed or ends up in the hospital. You cannot safely drive down this road at 45 mph. It is way too fast.

**Bill Rogan S86W26610 Rustic View Lane Mukwonago, WI 53149.** Stated he is in support of the petition to lower the speed limit on Oakdale Dr. I am in the Boldt subdivision, and the speed limit is a safety issue.

The Village Board discussed the comments made and having the Village Engineer make a determination of the safety issues raised by the residents.

**MOTION: Trustee Hirth moved to approve to authorize the Village Engineer to evaluate the concerns raised by Village residents. Motion second by Trustee Pecha. Motion carried by unanimous voice vote.**

### b. Review of other ATV/UTV Municipal Ordinances for a Village of Vernon ATV/UTV Ordinance

The Village Board discussed and reviewed other ATV/UTV Municipal Ordinances for a Village of Vernon ATV/UTV Ordinance. The Village Board agreed by consensus to have the Administrator Clerk draft an ordinance based upon the discussion of the Village Board and bring an example to the Village Board for further review.

### c. Review of Ethic Ordinances and Policies

The Village Board discussed the Review of Ethic Ordinances and Policies.

The Village Board agreed by consensus to have the Administrator Clerk draft a policy based upon the discussion of the Village Board and bring an example to the Village Board for further review.

### d. Approve the Cardinal Ridge Letter of Credit and Authorize Village Attorney to Sign

The Village Board discussed the approval of the Cardinal Ridge Letter of Credit and Authorize Village Attorney to Sign.

**MOTION: Trustee Neumann moved to approve the Cardinal Ridge Letter of Credit and authorize Village**

**Attorney to Sign. Motion second by Trustee Hirth. Motion carried unanimous by voice vote.**

**e. Resolution 2025-07-A Resolution to Approve Changes to the Village of Vernon Functional Classification System**

The Village Board discussed the Resolution 2025-07-A Resolution to approve changes to the Village of Vernon Functional Classification System.

**MOTION: Trustee Finch moved to approve Resolution 2025-07-A Resolution to Approve Changes to the Village of Vernon Functional Classification System. Motion second by Trustee Pecha. Motion carried unanimous by voice vote.**

**f. Appoint Dennis Stienstra to Vernon Finance Committee for a term to end April 15, 2027**

The Village Board discussed to Appoint Dennis Stienstra to Vernon Finance Committee for a term to end April 15, 2027.

**MOTION: Trustee Finch moved to approve to appoint Dennis Stienstra to Vernon Finance Committee for a term to end April 15, 2027. Motion second by Trustee Pecha. Motion carried unanimous by voice vote.**

**g. Allowing Residents to Purchase New Fire Sign that state Village of Vernon instead of Town of Vernon**

The Village Board discussed allowing residents to purchase a new fire sign that reads Village of Vernon instead of Town of Vernon for \$45.00 paid by the residents.

The Village Board agreed by consensus to sell new signs to residents provided there is no cost to the Village of Vernon.

**h. Center Bridge Project**

The Village Board discussed the Center Bridge Project. No action was taken on this agenda item.

**a. CORRESPONDENCE, ANNOUNCEMENTS AND REPORTS**

**b. Village Board President** thanked everyone for the outstanding turnout and delicious food at the Vernon Fire Department Pancake and Omelet breakfast. This was a great event. He received a complaint about a home on Lucille Court about the home being abandoned.

**c. Village Trustees**

**Trustee Pecha** Thanked the fire personnel for the delicious food and everyone that attended, making the pancake breakfast and omelets breakfast a huge success.

**Trustee Finch** Thanked the fire personnel for the delicious food and everyone that attended, making the pancake breakfast and omelets breakfast a huge success.

**Trustee Neumann** Thanked the fire personnel for the delicious food and everyone that attended, making the pancake breakfast and omelets breakfast a huge success.

**Trustee Hirth** Thanked the fire personnel for the delicious food and everyone that attended, making the pancake breakfast and omelets breakfast a huge success.

**d. September 2025 Sheriff Report was in the packet.**

**e. Administrator's Clerk Report was in the packet. Thanked everyone for making the Fire Department Pancake and Omelet Breakfast a huge success. The Flight For Life was incredible.**

**4. FINANCES**

**a. Accounts Payable for September 18, 2025, Batch# 20250918, in the amount of \$86,740.34.**

The Village Board discussed the Accounts Payable for September 18, 2025, in the amount of \$86,740.34.

**MOTION: Trustee Finch moved to approve the accounts payable for September 18, 2025, In the amount of \$86,740.34. Motion second by Trustee Hirth. Motion carried unanimous by voice vote.**

b. Manual Checks

The Village Board discussed the manual check to Home Depot in the amount of \$413.99.

**MOTION: President Millies moved to approve the manual check to Home Depot in the amount of \$413.99. Motion second by Trustee Finch. Motion carried by unanimous voice vote.**

c. Outstanding Accounts Receivable Report

The Village Board discussed the Outstanding Accounts Receivable Report. No action was taken on this item.

## 5. VILLAGE BOARD MINUTES

a. September 4, 2025, Village Board Minutes

The Village Board discussed the September 4, 2025, Village Board Minutes.

**MOTION: Trustee Finch moved to approve September 4, 2025, Village Board Minutes. Motion second by Trustee Hirth. Motion carried by unanimous voice vote.**

b. September 11, 2025, Village Board and Finance Committee Meeting

The Village Board discussed the September 11, 2025, Village Board Minutes.

**MOTION: Trustee Neumann moved to approve September 11, 2025, Village Board Minutes. Motion second by Trustee Hirth. Motion carried by unanimous voice vote.**

## 9. ANNOUNCEMENT OF NEXT VILLAGE MEETING DATES

at the Vernon Village Hall or via Zoom-All meetings subject to cancellation or rescheduling. Please see the Village of Vernon website:

**The Village President announced the upcoming Village Meetings and community activities.**

a. September 22, 24, 26, & 29, 2025, at 1 pm 2026 Budge Workshop Meetings

b. October 2 and 16, 2025, Village Board Meetings

c. October 8, 2025, Village Board and Plan Commission Joint Meeting at 6 pm.

d. Vernon Trick or Trick, Sunday, October 26, 2025, from 1 pm to 3 pm

## 10. ADJOURNMENT

**Trustee Finch moved to adjourn the meeting. Motion second by Trustee Neumann. Motion carried by unanimous voice vote.**

Respectfully Submitted by,

*Karen L. Schuh*

**Karen L. Schuh, Village Administrator Clerk**

*Jeff Millies*

Vernon Village President  
Village of Vernon

**APPROVED BY THE VILLAGE BOARD ON**

Batch 2025102  
#4568142

9/26/2025 2:08 PM

Check Register - Quick Report - ALL  
ALL Checks  
GENERAL CHECKING

Page: 1  
ACCT

Dated From: 10/02/2025 From Account:  
Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
SAMS	10/02/2025	SAM'S CLUB	141.97
		Manual Check FIRE DEPARTMENT	
10163	10/02/2025	ADVANCE AUTO PARTS	347.34
		DPW	
10164	10/02/2025	BAUM, MARK	130.50
		Replacement chcek for #72375 \$130.50	
10165	10/02/2025	CINTAS CORP.	77.94
		VILLAGE HALL & DPW	
10166	10/02/2025	ELECTRONIC MONITORING SERVICE	210.00
		OCTOBER-DECEMBER 2025	
10167	10/02/2025	EMS MANAGEMENT & CONSULTANT, INC.	612.22
		FIRE DEPARTMENT	
10168	10/02/2025	GFL ENVIRONMENTAL SERVICES USA, LLC	624.75
		DPW	
10169	10/02/2025	HUMPHREY SERVICE PARTS - MILWAUKEE	2,889.32
		DPW	
10170	10/02/2025	HYQUIP LLC WAUKESHA	2.32
		DPW	
10171	10/02/2025	IMPERIAL SUPPLIES LLC	279.00
		DPW	
10172	10/02/2025	JANI-KING OF MILWAUKEE	300.31
		DPW & VILLAGE HALL	
10173	10/02/2025	KAESTNER AUTO ELECTRIC CO.	118.00
		DPW	
10174	10/02/2025	MACINTYRE, MATTHEW	203.76
		FIRE DEPARTMENT	
10175	10/02/2025	MAGNAN ASSESSMENT SERVICES INC	3,391.00
		OCTOBER 2025	
10176	10/02/2025	MUSKEGO FEED & SEED	490.00
		DPW	
10177	10/02/2025	NAPA AUTO PARTS	53.58
		FIRE DEPARTMENT	
10178	10/02/2025	NAPA AUTO PARTS	179.99
		DPW	
10179	10/02/2025	SCHUH, KAREN	40.00
		REIMBURSEMENT FOR WATER TEST @ VH	
10180	10/02/2025	SHERWIN INDUSTRIES INC	1,531.20
		DPW	

9/26/2025 2:08 PM

Check Register - Quick Report - ALL  
 ALL Checks  
 GENERAL CHECKING

Page: 2  
 ACCT

Dated From: 10/02/2025 From Account:  
 Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
10181	10/02/2025	STANWOOD RYAN REISSUE FOR CK#72083 CLOTHING REIMBURSEM	100.00
10182	10/02/2025	THE ALSTAR COMPANY, LLC DPW	29.60
10183	10/02/2025	VERIZON WIRELESS FIRE DEPARTMENT	260.41
10184	10/02/2025	WAUKESHA COUNTY TREASURER OCTOBER 2025 POLICE SERVICE	17,581.55
10185	10/02/2025	WINIARSKI, TERRY MILEAGE FOR 5/3/2025 TO 09/19/2025	47.60
10186	10/02/2025	WINKOWSKI, BRANDON CULVERT DITCH BOND REFUND	400.00
10187	10/02/2025	WISCONSIN BUILDING INSPECTION, LLP AUGUST 2025	14,728.55
DE LAGE	10/02/2025	DE LAGE LANDEN FINANCIAL SERVICES VILLAGE HALL & FIRE DEPARTMENT <i>Manual Check</i>	910.51
		Grand Total	45,681.42

9/26/2025 2:08 PM

Check Register - Quick Report - ALL  
ALL Checks  
GENERAL CHECKING

Page: 3  
ACCT

Dated From: 10/02/2025 From Account:  
Thru: Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	45,191.42
Total Expenditure from Fund # 610 - STORM WATER	490.00
Total Expenditure from all Funds	45,681.42

9/26/2025 1:47 PM In Progress Checks - Full Report - ALL Page: 1  
 ALL Checks by Payee ACCT  
 GENERAL CHECKING

Dated From: 10/02/2025 From Account:  
 Thru: Thru Account:

Voucher Nbr	Check Date	Payee	Amount
10/02/2025 ADVANCE AUTO PARTS			
DPW			
100-00-53270-000-000		GARAGE SUPPLIES	173.67
DPW			8860525542361
100-00-53270-000-000		GARAGE SUPPLIES	173.67
DPW			8860525625267
			Total 347.34
10/02/2025 BAUM, MARK			
Replacement chceck for #72375 \$130.50			
100-00-51440-110-000		INSPECTOR WAGES	130.50
ELECTION ON 08/13/2024			8-13-2024
			Total 130.50
10/02/2025 CINTAS CORP.			
VILLAGE HALL & DPW			
100-00-51600-316-000		VH RUGS	22.60
VILLAGE HALL			4243260854
100-00-53270-000-000		GARAGE SUPPLIES	16.37
DPW			4243260854
100-00-53270-000-000		GARAGE SUPPLIES	16.37
DPW			4244010413
100-00-51600-316-000		VH RUGS	22.60
VILLAGE HALL			4244010413
			Total 77.94
10/02/2025 DE LAGE LANDEN FINANCIAL SERVICES			
VILLAGE HALL & FIRE DEPARTMENT			Manual Check Nbr: DE LAGE
100-00-51600-315-000		VH COPY MACHINE	745.27
VILLAGE HALL			591335499
100-00-52200-310-000		FD OFFICE EXP	165.24
FIRE DEPARTMENT			591335499
			Total 910.51
10/02/2025 ELECTRONIC MONITORING SERVICE			
OCTOBER-DECEMBER 2025			
100-00-51605-000-000		VILLAGE SECURITY COMPLIANCE	210.00
OCTOBER -DECEMBER 2025			C91525
			Total 210.00

9/26/2025 1:47 PM

In Progress Checks - Full Report - ALL  
 ALL Checks by Payee  
 GENERAL CHECKING

Page: 2  
 ACCT

Dated From: 10/02/2025 From Account:  
 Thru: Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	10/02/2025	EMS MANAGEMENT & CONSULTANT, INC. FIRE DEPARTMENT	
100-00-46232-000-000	LIFE QUEST FIRE DEPARTMENT	LQ-008513	2,241.75
100-00-52300-000-000	AMBULANCE BILLING SERVICE FIRE DEPARTMENT	LQ-008513	-1,629.53
			Total 612.22
	10/02/2025	GFL ENVIRONMENTAL SERVICES USA, LLC	
100-00-53631-000-000	HAZARDOUS WASTE COLLECTION DPW	LQ02890491	499.80
100-00-53631-000-000	HAZARDOUS WASTE COLLECTION DPW	LQ02931765	124.95
			Total 624.75
	10/02/2025	HUMPHREY SERVICE PARTS - MILWAUKEE	
100-00-53270-000-000	GARAGE SUPPLIES DPW	01P166663	337.50
100-00-53240-000-000	EQUIPMENT REPAIR DPW	01P166203	2,374.45
100-00-53240-000-000	EQUIPMENT REPAIR DPW	01P166582	177.37
			Total 2,889.32
	10/02/2025	HYQUIP LLC WAUKESHA	
100-00-53240-000-000	EQUIPMENT REPAIR DPW	00555551	87.10
100-00-53240-000-000	EQUIPMENT REPAIR DPW-CREDIT	00555597	-84.78
			Total 2.32
	10/02/2025	IMPERIAL SUPPLIES LLC	
100-00-53270-000-000	GARAGE SUPPLIES DPW	I001ER4406	279.00
			Total 279.00

9/26/2025 1:47 PM      In Progress Checks - Full Report - ALL      Page: 3  
 ALL Checks by Payee  
 GENERAL CHECKING

Dated From: 10/02/2025      From Account:  
 Thru:      Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	10/02/2025	JANI-KING OF MILWAUKEE DPW & VILLAGE HALL	
100-00-51600-335-000		VH JANITORIAL VILLAGE HALL & DPW	300.31
			MIL10250192
			Total 300.31
	10/02/2025	KAESTNER AUTO ELECTRIC CO. DPW	
100-00-53230-000-000		SHOP EQUIPMENT DPW	118.00
			446346
			Total 118.00
	10/02/2025	MACINTYRE, MATTHEW FIRE DEPARTMENT	
100-00-52200-243-000		FD PROTECTIVE EQUIP REIMBURSEMENT FOR CLOTHING	103.76
100-00-52200-243-000		FD PROTECTIVE EQUIP FIRE CLOTHING REIMBURSEMENT	100.00
			02102025
			1302025
			Total 203.76
	10/02/2025	MAGNAN ASSESSMENT SERVICES INC OCTOBER 2025	
100-00-51530-290-000		ASSESSMENT CONTRD SRVS OCTOBER 2025	3,391.00
			10022025
			Total 3,391.00
	10/02/2025	MUSKEGO FEED & SEED DPW	
610-00-53440-317-000		STORM WATER SUPPLY & EXP DPW	490.00
			000709
			Total 490.00
	10/02/2025	NAPA AUTO PARTS FIRE DEPARTMENT	
100-00-52200-241-000		FD VEH EQUIP MAINT FIRE DEPARTMENT	53.58
			397972
			Total 53.58
	10/02/2025	NAPA AUTO PARTS DPW	

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 Thru: Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53240-000-000		EQUIPMENT REPAIR	179.99
		DPW	260596
			Total 179.99
	10/02/2025	SAM'S CLUB	
		FIRE DEPARTMENT	Manual Check Nbr: SAMS
100-00-52200-241-000		FD VEH EQUIP MAINT	57.08
		FIRE DEPARTMENT	P928000790145L3MA
100-00-52200-241-000		FD VEH EQUIP MAINT	84.89
		FIRE DEPARTMENT	P9280007G0156NE7Y
			Total 141.97
	10/02/2025	SCHUH, KAREN	
		REIMBURSEMENT FOR WATER TEST @ VH	
100-00-51600-240-000		VH REPAIRS & MAINT	40.00
		REIMBURSEMENT FOR WATER TEST @ VH	9242025
			Total 40.00
	10/02/2025	SHERWIN INDUSTRIES INC	
	DPW		
100-00-53300-231-000		DPW ROAD REPAIR	1,531.20
	DPW		SC054560
			Total 1,531.20
	10/02/2025	STANWOOD RYAN	
		REISSUE FOR CK#72083 CLOTHING REIMBURSEM	
100-00-52200-243-000		FD PROTECTIVE EQUIP	100.00
		REISSUE FOR CK#72083 CLOTHING REIMBURSEM 4172025	
			Total 100.00
	10/02/2025	THE ALSTAR COMPANY, LLC	
	DPW		
100-00-53230-000-000		SHOP EQUIPMENT	29.60
	DPW		44960
			Total 29.60
	10/02/2025	VERIZON WIRELESS	
		FIRE DEPARTMENT	
100-00-52200-223-000		FD PHONE	260.41
		FIRE DEPARTMENT	6121760365

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Dated From: 10/02/2025 From Account:  
 Thru: Thru Account:

Voucher Nbr	Check Date	Payee	Amount
			Total
<hr/>			
	10/02/2025	WAUKESHA COUNTY TREASURER OCTOBER 2025 POLICE SERVICE	
100-00-52101-290-000		POLICE DEPT CONTRD SRVS OCTOBER 2025 POLICE SERVICE	17,581.55
			CINV2025-01412
			Total 17,581.55
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	10/02/2025	WINIARSKI, TERRY MILEAGE FOR 5/3/2025 TO 09/19/2025	
100-00-51520-330-000		TREASURER MILEAGE MILEAGE FOR 5/3/2025 TO 09/19/2025	47.60
			Total 47.60
<hr/>			
	10/02/2025	WINKOWSKI, BRANDON CULVERT DITCH BOND REFUND	
100-00-23420-000-000		CULVERT BOND WINKOWSKI V25-005B VNT2113983021	400.00
			4182025
			Total 400.00
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	10/02/2025	WISCONSIN BUILDING INSPECTION, LLP AUGUST 2025	
100-00-52400-290-000		BLDG INSPCT CONTRD SRVS AUGUST 2025	14,728.55
			082025
			Total 14,728.55
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		Grand Total	45,681.42

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Dated From: 10/02/2025 From Account:  
Thru: Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	45,191.42
Total Expenditure from Fund # 610 - STORM WATER	490.00
Total Expenditure from all Funds	45,681.42