

# **CHAPTER 1**

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## CHAPTER 1 ORGANIZATION AND GOVERNMENT

### 1.01 NUMBER AND TERMS OF VILLAGE BOARD MEMBERS

The Village Board of the Village of Stoddard shall be comprised of seven members including the president thereof. They shall be elected for two year terms with three such members elected for a two year term in the odd numbered years and three such members elected for a two year term in the even numbered years. The president shall be elected for a two-year term in the odd numbered year.

- (A) If a Village Board member for any reason cannot attend a regularly scheduled meeting, he or she shall file with the Village President or Clerk three (3) days before the meeting in question written explanation of his or her anticipated absence. If circumstance renders the filing of an advance notice impossible, the Board member shall file the written statement with the Clerk within one week of the absence.
- (B) All Board members will not be allowed unexcused/missed meetings per year. If a Board member is continually absent from Board meetings, he or she may potentially be subjected to the ultimate penalty measure – removal. State Statutes Section 17.13 (2), specifically provides that any elective village officer, may be removed by the Board for “gross neglect of duty”.

### 1.02 VILLAGE CLERK – TREASURER – ADMINISTRATOR

- (A) TERM: The Village Clerk – Treasurer – Administrator shall be appointed by the Village Board.
- (B) POWERS: Such Village Clerk – Treasurer shall have the powers, privileges and duties of Village and Village Treasurer under Sections 61.25 and 61.26 Wisconsin Statutes and shall perform such other duties as may be required from time to time by the Village Board.
- (C) BOND ELIMINATED: The Village of Stoddard elects not to give the bond on the Village Treasurer provided for by Section 70.67 (1) Wisconsin Statutes.
- (D) VILLAGE LIABLE FOR DEFAULT OF TREASURER: Pursuant to Section 70.67 (2) Wisconsin Statutes, the Village shall be obligated to pay, in case the Village Treasurer shall fail to do so, all state and county taxes required by law to be paid by such Village Treasurer to the County Treasurer.

### 1.03 LAW ENFORCEMENT *(adopted 4/13/10)*

- (A) TERM: The Village of Stoddard hereby enters into a contract under 59.03(2)(e), Wis. Stats., with Vernon County, pursuant to which the Vernon County Sheriff will provide law enforcement services in all parts of the Village. Pursuant to 61.65(1)(a)(4), Wis. Stats., such contracted law enforcement services are to be provided exclusively by Vernon County.
- (B) POWERS: That the contract between Vernon County and Village of Stoddard does, at a minimum, address the following:
  - (1) SERVICES. The County shall furnish to the Village police patrol services in the Village as further described herein. Such services shall be delivered by properly equipped deputies of the Vernon County Sheriff’s Department (hereinafter referred to as “the Department”) as designated by the County.
  - (2) SCHEDULE OF SERVICES. The County shall provide the required services for approximately 40-60 hours per month during the term of the contract. The parties shall mutually agree on the exact hours during which services will be provided. It is anticipated that only one deputy will be on duty in the Village at any one time.

- (3) PAYMENT FOR SERVICES. The Village shall pay the County Thirty Dollars (\$38.00) per hour for each hour of service. The County shall bill the Village monthly for services provided in the immediately preceding month, and the Village shall pay said bills within thirty (30) days of receipt.
- (4) TERM OF AGREEMENT. This agreement shall be in effect from May 1, 2010 and renew each December 31<sup>st</sup> until termination proceedings are carried out by the Village Board.
- (5) SUPERVISION. The Vernon County Sheriff or his designee shall have supervisory control over the deputies providing the services and shall retain final authority to make decisions as to the manner in which services shall be rendered.
- (6) PATROL FUNCTIONS. The deputies providing patrol services will patrol the Village on a regular basis, and will leave the Village limits only in those situations when the County requires mutual aid from the Village. They will enforce all Village ordinances and, when appropriate, issue citations for the violations thereof on forms supplied to them by the Village. The Village will designate the deputies providing the services as Village police officers so as to entitle them to enforce all Village ordinances.
- (7) ISSUANCE OF CITATIONS. Citations issued shall provide for initial appearance in Vernon County Circuit Court. Prosecution of citations for violation of Village ordinances shall be performed by an attorney provided by the Village.
- (8) PATROL VEHICLES. All vehicles used for patrol services shall be appropriately equipped squad cars of the Department.
- (9) LIAISON. The Village will designate and provide a liaison person to provide the County with any necessary information regarding concentration of patrol efforts, special assignments, and other information affecting the planning and delivery of patrol services.
- (10) RELATIONSHIP OF PARTIES. It is understood and agreed by the parties that the County is an independent contractor under this contract. The County and the deputies providing patrol services are not the employees or the agents of the Village.
- (11) HOLD HARMLESS. The County shall save, hold harmless, defend and indemnify the Village and all of its officers, employees and agents against any and all liability, claims and costs of whatever kind and nature, occurring in connection with or in any way incident to or arising out of the performance of work in connection with this contract or omissions of the Department's employees, agents or representatives.

#### 1.04 STODDARD/BERGEN VOLUNTEER FIRE DEPARTMENT

- (A) ORGANIZATION: This organization shall be known as the Stoddard/Bergen Volunteer Fire Department and hereafter referred to as "Department".
- (B) OBJECTIVES: The Department's objectives shall be:
  - (1) Fire prevention and education toward same.
  - (2) Fire fighting and suppression.
  - (3) Preservation and protection of life and property against injury and damage from other sources in Village of Stoddard and Township of Bergen.
  - (4) To assist adjoining Fire Departments where mutual aid agreements have been entered into.
- (C) MEETING INFORMATION: The Department shall hold a regular monthly meeting; the day and time to be designated by the Department (second Monday of each month). The Department shall hold regular training sessions as required to maintain and hold a level acceptable to the State and National Standards. It shall be the duty of the Chief to call special meetings at the written request of five (5) members of the Department, such request stating the object of the call.
- (D) BY-LAWS: The Stoddard/Bergen Fire Department will operate and follow the duties set in the Department's by-laws. The department by-laws are available to the Village Board and any changes need to be approved by the joint Fire Board, which consists of members from the Village of Stoddard Board and the town of Bergen Board.

- (E) **ACKNOWLEDGEMENT OF FIRST RESPONDERS:** Stoddard/Bergen Fire Department acknowledges the Stoddard/Bergen First Responders as being part of the Fire Department and they (First Responders) shall obey the by-laws as well as any by-laws or policies that are set up by the First Responders.

#### 1.05 ASSESSOR

The Village Assessor shall be appointed by the Village Board all in accordance with the provisions of Wisconsin Statutes. The Assessor shall be governed by Section 61.27 of Wisconsin Statutes and compensation for the position shall be as determined by the Village Board.

#### 1.06 EMERGENCY GOVERNMENT *(amended 4/12/22)*

WHEREAS, the governing body of the Village of Stoddard is required to develop and adopt an emergency management plan and program that is compatible with the state plan of emergency management adopted under s. 323.13(1)(b), pursuant to Wis. Stat. s. 323.14(1)(b); and

WHEREAS, the Village of Stoddard may contract under s. 66.0301 for emergency management services with political subdivisions, pursuant to Wis. Stat. s. 323.14(2)(c); and

WHEREAS, the Village of Stoddard has determined it would be in the best interest of the Village of Stoddard to appoint its own head of emergency management services;

NOW THEREFORE BE IT RESOLVED, that the Village of Stoddard ordains and adopts the Vernon County Ordinance on Emergency Management and the Vernon County Emergency Operations Plan; and

BE IT FURTHER RESOLVED that the Village of Stoddard shall appoint its own head of emergency management services who shall work in conjunction with the Vernon County Director of Emergency Management.

#### 1.07 MISCELLANEOUS OFFICERS AND EMPLOYEES

The Village Board shall appoint at its discretion such additional employees as it may determine including but not limited to a weed commissioner, building inspector and such other employees as it deems appropriate.

#### 1.08 UTILITY COMMISSION *(amended 12/12/17)*

- (A) **UTILITY COMMISSION:** There is hereby created a Utility Commission for the Village of Stoddard, the members of which shall be selected upon a nonpartisan basis.
- (B) **MEMBERSHIP:** The Utility Commission shall consist of three (3) members who shall be appointed by a majority of the members of the Village Board for a term ending one, two and three years respectively from the succeeding first day in January. Thereafter annually during December one such member shall be appointed by a majority of the members of the Village Board for a term of three years.
- (C) **ELIGIBILITY:** No member of the Village Board shall, during the term for which they are elected, be eligible for a position on the Utility Commission. No person shall be eligible to the position of Utility Commissioner or to hold any office or position in such Department who directly or indirectly has any pecuniary interest in any contract furnishing heat, light, water, power or any other public service to or for such village, or who is a stockholder in any corporation which has any such contract. Any office or position shall become vacant upon acquiring of any such interest.

(D) OFFICES: As soon as possible after their appointment, and annually thereafter, the members of the Utility Commission shall organize by choosing from among their number a president and two directors, their term to be fixed by the commission. All members of the commission shall receive compensation equivalent to that paid Village Board members.

(E) POWERS:

- (1) The Commission shall have the entire charge, management and direction of any public utility enterprise including the sewer and water system, owned by such municipality, subject only the general control and supervision of the Village board.
- (2) The Commission shall have the power to appoint a manager and to fix their compensation, and to engage necessary employees and agents and fix their compensation.
- (3) The Commission, when necessary, may utilize the services of the municipal engineer, municipal attorney, and other officials and employees upon such basis as shall be mutually agreed to, or as determined by the Village Board. In such case the general fund shall be reimbursed by the Commission for the pro rata cost of such services.
- (4) The Commission shall have power to make all necessary rules governing its own proceedings and the government of its department.
- (5) The Utility Commission shall have general powers to construct, extend, improve, operate and maintain the public utility subject, however, to the general control of the Village Board and subject to the powers and jurisdiction vested by law in the State Public Service Commission. Utility construction work shall be under the immediate supervision of the Board and Public Works.

(F) ACCOUNTS: It shall be the duty of the Utility Commission to keep books of account in the manner and form prescribed for utilities of its class by the State Public Service Commission. Such books of account shall be open to the public.

(G) AUDIT OF EXPENDITURES: Departmental expenditures of the municipally owned utility shall be audited by the Utility Commission and if approved by paid by the Village Treasurer upon warrant or order check signed by the President and Director of the Commission and countersigned by the Treasurer. The receipts of the public utility shall be paid to the municipal treasurer at least once a month.

(H) DISPOSITION OF FUNDS: No funds of said municipally owned utility shall on any case be transferred to the Village Treasurer for use of the village except in the accordance with the provisions of Section 66.06(11)(c) of the Wisconsin Statutes. Any excess funds accumulated by said Utility, unless deposited pursuant to law, and all funds in depreciation reserves, may be invested only in bonds or certificates for which a utility of a village is security or general obligations of the United States or any municipal corporation in the State.

#### 1.09 CIVIL DEFENSE

(A) JOINT ACTION WITH VERNON COUNTY: A Joint-Action Ordinance of the Board of Supervisors of Vernon County providing for a County-Municipal joint action civil defense plan of organization was adopted by said County Board on the 8<sup>th</sup> day of August, 1967. A copy of said County Ordinance is attached hereto, and made a part hereof, by reference and is hereby ratified and accepted by the Village of Stoddard, County of Vernon as provided by said Vernon County Joint-Action Ordinance.

(B) CIVIL DEFENSE DIRECTOR: The Vernon County-Municipal Civil Defense Director, as provided in the referred to Ordinance, is hereby designated and appointed Civil Defense Director for the Village of Stoddard, subject to the conditions and provisions as set forth in the Wisconsin Statutes, and the Vernon

County Joint-Action Ordinance. The Village of Stoddard shall appoint a Deputy Village Civil Defense Director.

1.10 BOARD OF PARK COMMITTEE *(amended 12/12/17)*

- (A) MEMBERSHIP: There shall be a Board of Park Committee consisting of three (3) persons who shall be appointed by the Village President subject to the approval of the majority of the members of the Board of Trustees. Any salary or compensation paid to any member of the Board for his services as Park Committee shall be determined by the Board of Trustees.
- (B) APPOINTMENT AND TERM OF OFFICE: At the regular meeting of the Board of Trustees in December of each year, the Village President shall appoint three (3) Park Committee members who shall hold office for a term of one (1) year. The Village President shall designate one of the Park Committee as the Chairman of the Board of Park Committee.
- (C) OATH: Every Park Committee member, before entering upon the duties of his office, shall take and subscribe and oath that they will well and truly discharge their duties, which oath shall be filed in the office of the Village Clerk.
- (D) MEETINGS: Meetings-are to be determined at the discretion of the Park Committee Chair. Two (2) members shall constitute a quorum.
- (E) CONTROL OF THE BOARD: All lands owned by the village for parks or that shall hereafter be acquired or designated be the Board of Trustees for that purpose within or without the Village limits shall be subject to the control of the Board of Park Committee.
- (F) POWERS OF THE BOARD: The Board of Park Committee shall be responsible for the supervision of the Village parks and recreational activities therein. It shall have the responsibility and power to formulate rules for the regulation of and preservation of order in village parks, such rules shall go into effect only after approval by the Board of Trustees. Except for the regulation of parking and traffic on the occasion of special events, the streets, roads, and parking lots in Village parks shall be in the jurisdiction of the Public Works Committee.
- (G) FINANCIAL RECEIPTS AND LIABILITY CONTRACTS: All moneys received or raised by the Board of Park Committee, including and that may be received by subscription or gift for parks, or the like, excepting when otherwise stipulated by the donors, shall be paid over to the Village Treasurer and disbursed pursuant to resolution of the Village Board of Trustees authorizing the payment of bills and accounts. It shall be unlawful for the Park Committee to contract any liability in excess of \$500.00 on the park of the Village except as expressly authorized by the Village Board and Village shall not be liable for any contract.

1.11 BOARD OF REVIEW *(amended 7/12/22)*

- (A) MEMBERSHIP: The Board of Review shall consist of each of the Village Trustees and the Village Clerk/Treasurer, each of whom shall be members of the Board of Review by virtue of their election to their respective office.
- (B) COMPENSATION: Pursuant to the provisions of Section 70.46 of the Wisconsin Statutes, the compensation for each member of the Board of Review shall be at the rate of \$50.00 per person per day: provided, however, such compensation shall only be paid to the Village President and the Village Clerk/Treasurer after the effective date of this ordinance.

- (C) POWERS: The Board of Review shall have all powers as specified in WI Stats. 70.46 and 70.47.
- (D) MEETINGS: The Board of Review shall meet annually at any time during the thirty-day period beginning on the second Monday of May. The Board shall meet at the Village Hall or a place designated by the Village Board. At its first meeting, the Board of Review shall be in session at least two hours. Additional meetings, if needed, shall be scheduled by the Board of Review at its first meeting.
- (F) PROCEDURES: The Village of Stoddard shall adopt WI Stats. 70.46 and 70.47 for Board of Review procedures.
- (G) CONFIDENTIALITY OF INCOME AND EXPENSE INFORMATION: Whenever the Assessor, in the performance of the Assessor's duties, requests or obtains income and expense information pursuant to Section 70.47(7)(af) Wis. Statute, or any successor statute thereto, then, such income and expense information that is provided to the Assessor shall be held by the Assessor on a confidential basis, with the exception, that the information may be disclosed to and used by persons in the discharging of duties imposed by law; in the discharge of duties imposed by office (including, but not limited to, use by the Assessor in performance of official duties of the Assessor's office and use by the Board of Review in performance of its official duties); or pursuant to order of a court. Income and expense information provided to the Assessor under Section 70.47(7)(af) Wis. Statute, unless a court determines that it is inaccurate, is, per Section 70.47(7)(af) Wis. Statute, not subject to the right of inspection and copying under Section 19.35(1) Wis. Statutes