VILLAGE OF WHEELER

105 TOWER RD W

WHEELER WI 54772

SPECIAL MEETING minutes

THURSDAY OCTOBER 29, 2026

5:30 P.M.

- CALL TO ORDER by President Kolden at 5:30
- ROLL CALL President Kolden Present, Trustee Marten Present, Trustee Milune Present
- PROOF OF POSTING Village Hall, Village website, Post Office
- DISCUSSION WITH DUNN COUNTY SHERIFF ON ASSUMING THE VILLAGE OF WHEELER ORDINANCE ENFORCEMENT AND LIMITED PATROL represented by Sheriff Bygd, and Deputy Caress
- Sheriffs Dept would assign a deputy to Wheeler primary enforcement of ordinances if extra time dedicated patrol up to 2 hours a week. Village assumes no liability; Village would still have an attorney if citations were issued to handle court cases. Cost would hopefully be covered by reduced lawyer fees because of more dedicated counselling of violators. Citations and warnings would be electronic and on file in the Dunn County system as well as contacts so if any deputy is called to Wheeler they would know the story.
- Process first a resolution dissolving our nonexistent police department. Second, an intergovernmental agreement would have to be signed between the Village and Dunn County (passed the Judicial and law committee on 10/26/2026) Village approval, and the Dunn County Board would have to approve on November 10, 2026, meeting. If all is approved the Village and the Sheriff can work on a contract.
- POSSIBLE ACTION ON RESOLUTION CONFIRMING VILLAGE ELIMINATING THE POLICE DEPARTMENT AND STATING WE CURRENTLY DO NOT HAVE A POLICE DEPARTMENT. Motion to pass a resolution eliminating the Village of Wheeler Police Department Trustee Milune 2nd President Kolden Motion carried
- POSSIBLE ACTION ON RESOLUTION TO ESTABLISH AN INGOVERNMENTAL AGREEMENT WITH DUNN COUNTY FOR ORDINANCE/LAW ENFORCEMENT SERVICES President Kolden 2nd. Trustee Milune motion carried
- POSSIBLE ACTION ON A CONTRACT WITH THE DUNN COUNTY SHERIFF'S DEPARTMENT FOR ORDINANCE ENFORCEMENT AND LAW ENFORCEMENT COVERAGE. Copy of the contract forwarded to our attorney for review, Postponed till November Meeting
- ADJOURN

VILLAGE OF WHEELER

DUNN COUNTY, WISCONSIN

A RESOLUTION CONFIRMING THE DISOLUTION OF THE WHEELER POLICE DEPARTMENTAND CONTRACT WITH THE DUNN COUNTY SHERIFF'S DEPARTMENT AS A REPLACEMENT.

WHEREAS the Village of Wheeler (the "Village") is a Wisconsin village located in Dunn County, Wisconsin, with an approximate population of 326 residents.

WHEREAS the Village of Wheeler Police Department has not been active for over 15 years.

WHEREAS pursuant to WIS. Stat. §62.13(2s), The Village Board of the Village of Wheeler may disband the Wheeler Police Department and contract for law enforcement services with Dunn County.

WHEREAS the Village Board has determined that the disbandment of the Wheeler Police Department and the transition to County law enforcement services is in the best financial and operational interest of the Village and its residents.

WHEREAS the County can provide adequate law enforcement services to the entirety of the Village of Wheeler.

WHEREAS the provision of Wisconsin Statute§66.0301 and §59.03 authorizes agreements between municipalities for intergovernmental cooperation and services.

Whereas if Dunn County does not approve the resolution; this resolution becomes null and void.

THEREFOR, BE IT RESOLVED, the Board of the Village of Wheeler hereby requests Dunn County, Through the Dunn County Sheriff's Department, to provide exclusive law enforcement services for the Village of Wheeler and enter into a binding agreement with Village for all law enforcement services within the Village. This agreement shall incorporate all necessary information as is required under Wis. Stat. §62.13(2s)(c)1-4.

Adopted by the Village Board on October 29, 2026, by a vote of 3 Yes and 0 No.

President Kolden X Aye _____ Nay _____ Abstain _____ Absent

Trustee Milune X Aye _____ Nay _____ Abstain _____ Absent

Trustee Marten X Aye _____ Nay _____ Abstain _____ Absent

VILLAGE OF WHEELER

By: _____ Kevin Kolden Village President

Attest: _____ Donald R. Knutson Clerk

Published: Oct 29, 2026, 2026

VILLAGE OF WHEELER DUNN COUNTY WISCONSIN CORPORATE SEAL 1895

RESOLUTION NO. ____

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN DUNN COUNTY AND THE VILLAGE OF WHEELER FOR LAW ENFORCEMENT SERVICES

WHEREAS, Wis. Stat. § 66.0301 authorizes intergovernmental agreements between counties and municipalities; and

WHEREAS, the Village of Wheeler previously maintained its own police department pursuant to Wis. Stat. § 61.65(1)(a)1; and

WHEREAS, Wis. Stat. § 61.65(1)(a)4 authorizes a village to abolish its police department and contract with a county under Wis. Stat. § 59.03(2)(e) for the county sheriff to provide law enforcement services in all parts of the village; and

WHEREAS, the Village of Wheeler has not provided police for protective services for over 15 years; and

WHEREAS, on October 29, 2026 the Village of Wheeler voted to abolish its police department reaffirming its intent to not provide police protective services; and

WHEREAS, the Dunn County Sheriff and the Village of Wheeler desire to enter into an agreement whereby the Sheriff will provide law enforcement services to the Village, and the Village will compensate Dunn County for the additional services; and

WHEREAS, the Dunn County Board of Supervisors may approve the Law Enforcement Services Agreement before the Village Board of the Village of Wheeler acts on the Agreement, provided that the Agreement shall not become effective until approved by the Village Board and all other applicable statutory conditions have been satisfied; and

WHEREAS, Wis. Stat. §§ 59.03(2), 61.65(1)(a)4, and 62.13(2s), as applicable to villages, govern the provision of law enforcement services by a county sheriff following the abolition of a village police department, including the approvals and other conditions required before the Agreement may take effect; and

WHEREAS, a copy of the proposed Law Enforcement Services Agreement is attached to this Resolution;

NOW, THEREFORE, BE IT RESOLVED that the Dunn County Board of Supervisors hereby approves the attached Law Enforcement Services Agreement between Dunn County, the Dunn County Sheriff, and the Village of Wheeler for the provision of law enforcement services throughout the Village, subject to approval of the Agreement by the Village Board of the Village of Wheeler and satisfaction of all other applicable statutory conditions. The Agreement shall not become effective before those conditions have been satisfied.

Dated this 10th day of November, 2026, at Menomonie, Wisconsin.

Adopted on:

OFFERED BY THE JUDICIARY & LAWCOMMITTEE:

ATTEST:

Andrew Mercil, County Clerk

Don Gjestson, Chair

Approved as to Form and Execution:

James McMenomy, Corporation Counsel

Budget Impact: No adverse impact on the County budget is anticipated. The Village of Wheeler will compensate Dunn County for the law enforcement services provided by the Sheriff's Office under the Agreement. The additional compensation will replace existing revenues resulting in a positive budget change.

Background Information: The Village of Wheeler has not had a police department for over 10 years. They have contracted with individuals for code enforcement services and have requested the Sheriff's office to provide those services. Code enforcement could include failure to maintain a lawn or vehicles blocking the ability for snow plows to clear the roads.

Signed 10-29-26

Kevin Kolden village President
village of wheeler

Attest clerk
village of wheeler 10-29-26

VILLAGE OF WHEELER DUNN COUNTY WISCONSIN CORPORATE SEAL 1895

VILLAGE OF WHEELER- DUNN COUNTY
POLICE SERVICES AGREEMENT 2027-2031

THIS AGREEMENT ("AGREEMENT") is made this _____ day of _____, 2026, by and between the VILLAGE OF WHEELER, a municipal corporation, with business offices located at 105 W. Tower Rd, Wheeler, Wisconsin 54772, in Dunn County, Wisconsin (the "Village"), and DUNN COUNTY, a political subdivision of the State of Wisconsin (the "County"), with business offices for this Agreement located at the Dunn County Sheriff's Office, 615 Stokke Parkway, Menomonie, Wisconsin 54751 (The Village and the County hereafter may be referred to as a "Party" individually or collectively as the "Parties").

Recitals

WHEREAS, the Village is not required to provide its own police protection services but desires to contract with the County for the furnishing of such services under the provisions of Wis. Stat. §§ 59.03, 61.65, 62.13(2s), and other provisions of law; and,

WHEREAS, the Village Board has approved contracting with the Dunn County Sheriff for the provision of police protection services; and,

WHEREAS, the County is willing to provide the Village with the requested services as the County does now provide police protection services throughout Dunn County, Wisconsin;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties agree as follows:

A. **RECITALS.** The above recitals are true, correct, and incorporated herein by reference.

B. **POLICE PROTECTION SERVICES DESCRIBED; PAYMENT.** Dunn County Sheriff shall provide police protection services to the Village by assigning a deputy up to two (2) hours per week for dedicated patrol and village code enforcement. The Village shall pay the Dunn County Sheriff for the police protection services as specified on Appendix A, attached hereto and incorporated herein. Payment shall be made by the Village to the Sheriff monthly, in advance within thirty (30) days of the end of the previous month, the amount(s) which have been determined to be as outlined in Appendix A.

C. **ASSIGNMENT OF PERSONNEL.**

1. The Village is designated as a separate and distinct section within the system utilized by the County which divides the county into geographical sections to supervise police activities within the county. The assigned Deputy will be dedicated to provide police protection services within the municipal boundaries of the Village. Assigned personnel from the Dunn County Sheriff's Office shall be at the discretion of the Dunn County Sheriff. The Sheriff shall assign a specific deputy to the Village to maintain consistency of enforcement and continuity of community presence. Additional deputies may be utilized to fill a vacancy of the regularly assigned deputy at the discretion of the sheriff. This assignment shall be made on the same basis as assignments by the Sheriff's Office to other sections of the County, provided, however, that the hours of each daily shift shall be mutually agreed upon between the Dunn County Sheriff's Office and the Village.

2. If during the course of this agreement, the village becomes dissatisfied with the assigned deputy, the Sheriff's Office shall be given an opportunity to remedy the situation within thirty (30) days of the village's request. If no resolution is reached after thirty (30) days, the village shall have the right to request another deputy to be assigned. The Sheriff's Office must fulfill this request within ninety (90) days of the village's request.

3. The work schedule will be predominately Monday through Friday with some flexibility to cover special village needs.

D. **PROCESSING VIOLATIONS.** All arrests made, summonses served, and/or citations issued by deputies assigned to the Village will be processed in the following way:

   1. Violations of State Statutes not adopted by the Village or County ordinances not covered by Village ordinances, (criminal matters), shall be handled and processed in the same manner as other county arrests.

   2. Violation of Village ordinances shall be handled by the Sheriff's Office and processed by the Village attorney.

   3. Nothing in this Agreement shall be interpreted or construed as requiring the Dunn County Corporation Counsel or the Dunn County District Attorney to prosecute Village ordinance violations.

E. CONTRACT ADMINISTRATION. The Sheriff or his or her designee, mutually agreed upon by both parties, shall act as the contract administrator for the County and shall:

1. Serve as the point of contact for all activities in the Village and disseminate information of those activities as he/she deems necessary.

2. Be knowledgeable of community affairs and attend Village Board and committee meetings as deemed necessary by the Village Board.

F. TERM.

1. This Agreement shall become effective upon mutual agreement of the Parties and shall be effective for a one-year term unless terminated under a provision of this Agreement.

2. Termination. Except as provided in Section L of this Agreement, the Village shall have the right to terminate this Agreement by providing at least six (6) months' prior notice to the County, provided such termination begins on January 1st of the next year of the Agreement. The termination notice shall be sent under the Notice provision of this Agreement. In no event shall this Agreement be terminated before December 31, 2027.

3. Renewal. In the event the Parties cannot agree on terms and conditions for a new or renewal Police Services Agreement on or before September 1, 2027, this Agreement shall be automatically extended for one (1) year on the same terms and conditions, except for the right to renew or extend and the annual sum to be paid by the Village to the County for 2028 shall be computed at a 3.5% increase from the 2031 amount outlined in Appendix A.

G. COUNTY RESPONSIBILITIES.

1. Training. Deputies assigned to the Village shall be properly trained and supervised by the County. Such training shall include an orientation session to provide the deputies with specific knowledge of the Village. Orientation materials shall be supplied by the Village.

2. Patrol Deputy Experience. To maintain continuity of law enforcement within the Village, all patrol deputies regularly assigned to the Village shall have completed the law enforcement academy, completed the sheriff's office field training program.

3. Equipment

   a. The County will supply all necessary personal equipment for the deputies assigned to the Village, including firearms, ammunition, portable radios, and other protective equipment.

   b. Deputies assigned to the Village shall have use of all communications equipment, official records, and files of the County except when there is a compelling need for the County to maintain confidentiality.

4. Reports. The County shall provide the Village with monthly reports at the request of the village summarizing calls for service and other activity by deputies while working on contracted time. The County shall also provide a monthly report of actual hours worked within the Village upon request.

5. Carry Out Duties. The County will fully and timely provide all services, equipment, materials, and devices contemplated by this Agreement, and not withhold providing any of the same during the term or any renewal or extension hereof, except for cause beyond the control of the County and will make available to the Village the County Sheriff's Office records personnel to enter and maintain as part of the County's databank any data which the Village deems necessary to properly and reasonably carry out the statutory duty of law enforcement protections. During the term of this Agreement, the Village may request and the County may provide additional service hours as mutually agreed by the parties hereto, reduced to writing, signed by the parties and made a part of this Agreement as an amendment.

5. Relief Deputies. The County shall provide necessary deputies as relief and/or replacement during a vacancy of a deputy regularly assigned to the Village, following all terms and conditions of this agreement. If a relief deputy is not available, credit (discount) shall be given to the Village in the amount of hours which have not been provided as originally agreed upon in this agreement.

6. Insurance. The Village shall be named as an additional insured in the County's liability and umbrella insurance policies for purposes of providing insurance protection for the Village against liability connected with the services to be provided under this agreement.

7. County Employees. All deputies assigned to the Village at all times shall be and remain employees of the County and will not be deemed employees or agents of the Village.

8. Squad Cars. Squad cars will be provided by the County. Costs for squad cars including maintenance and fuel are funded as part of the equation in developing Appendix A paid as part of the fee for services.

9. K9 Services – County will provide K9 services when available for community events and interdiction efforts within the Village.

10. On an annual basis, the County will review ordinances and provide recommendations for improvements to the Village Board. These recommendations may come more frequently if there is a need identified. The Village ultimately shall seek the advice of it's Village attorney on content and the adoption of Village ordinances.

11. County shall indemnify and hold harmless the Village from any liability for damages to person and property caused by any act or omission of a County employee in furtherance of the provisions of this Agreement to the extent that the same are not covered by insurance.

H. VILLAGE RESPONSIBILITIES.

1. Impounded Vehicles. All vehicles removed or impounded under the Municipal Code of the Village shall be disposed of by the County. The Village shall reimburse the County for all costs of such removal, impoundment, and disposal which are not covered upon disposal.

2. Village will provide a workstation for the deputy to include internet access for county issued computers.

3. Indemnification. The Village shall fully indemnify and hold harmless the County from any liability for defense expenses and for damages to person and property caused by any act or omission of a Wheeler employee in furtherance of the provisions of this Agreement to the extent that the same are not covered by insurance. The Village shall fully indemnify and hold harmless the County from any liability, attorney's fees, other defense expenses and for damages arising from facial or substantive constitutional challenges to County-enforced Village ordinances.

4. Village Contact. The primary contact for the Village regarding contract related issues shall be the Village Clerk.

I. MUTUAL COVENANTS.

1. It is mutually agreed that by entering into this Agreement, both parties to this Agreement specifically reserve their rights to assert any and all affirmative defenses and limitations of liability as specifically outlined in Wis. Stat. Chapters 345, 893, and related statutes.

J. GOVERNING LAW. This Agreement shall be deemed to have been made in Dunn County, Wisconsin, and shall be governed by, construed under, and enforced under the law of the State of Wisconsin. All actions or proceedings relating directly or indirectly to this Agreement, whether sounding in contract or tort, shall be litigated in the courts of Dunn County, Wisconsin. The Parties to this Agreement hereby subject themselves to the jurisdiction of the Courts of Dunn County, Wisconsin.

K. ASSIGNMENT. The rights and obligations of the parties under this Agreement are personal as between them and they may not be assigned, transferred, or conveyed in any manner by either party without the prior written consent of the other party.

L. BREACH.

1. Any violation by the Village of any portion of this Agreement shall constitute a breach of this Agreement by the Village. In the event of such breach, the County shall have the option of declaring this Agreement terminated. If this Agreement is declared terminated by the County, the Village shall pay the County for such police services rendered through the date of termination, prorated on the basis of the monthly charge set forth above.
2. Any violation by the County of any portion of this Agreement shall constitute a breach of this Agreement by the County. In the event of such breach, the Village shall have the option of declaring this Agreement terminated. If this Agreement is declared terminated pursuant to this paragraph, the Village shall not be liable for any charges for police services rendered by the County after the date of the County's receipt of the Village's written notice of termination. Payment for services rendered prior to receipt of the notice shall be prorated on the basis of the monthly charges set forth above.

M. WAIVER. A waiver by either party of a breach or a violation of any provision or term of this Agreement will not be construed to be a waiver of any subsequent breach.

N. NOTICE. Any and all notices and demands shall be in writing delivered in person or by email to the Sheriff (if notice is given by the Village), or to the Village Clerk (if notice is given by the County) and addressed to the appropriate party as follows:

Village of Wheeler – Village Clerk/Treasurer
P.O. Box 16
Wheeler, WI 54772
office@vi.wheeler.wi.gov

Dunn County Sheriff
615 Stokke Parkway, Suite G300
Menomonie, WI 54751
shf@dunncountywi.gov

All other correspondence may be sent by regular mail addressed as noted above. At any time either Party may change the contact information by sending notice as stated above to the other Party.

O. SEVERABILITY. The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.

P. AUTHORIZATION. The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Agreement.

Q. ENTIRE AGREEMENT. This Agreement is the entire agreement between the undersigned parties and shall only be modified, changed, or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that the parties intend to amend this Agreement. This document may be executed in any number of counterparts (including by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended.

IN WITNESS WHEREOF, the Parties hereto bind themselves to this Agreement as of the date last written below.

_____ Date _____

Kevin Bygd
Dunn County Sheriff

_____ Date _____

Kevin Kolden
Village of Wheeler, President