

SUCCESSOR AGREEMENT FOR THE OPERATION OF THE LAKE COUNTRY MUNICIPAL COURT
a/k/a MUNICIPAL COURT FOR WESTERN WAUKESHA COUNTY
(Pursuant to Section 66.0301, Wis. Stats.)

AGREEMENT effective _____ and on the date set opposite the signature of the Mayor, Village President, or Town Board Chairperson, by and between the, all being municipal corporations organized and existing under the laws of the State of Wisconsin. City of Delafield, City of Oconomowoc, Town of Delafield, Town of Erin, Town of Merton, Town of Oconomowoc, Town of Ottawa, Town of Sullivan, Village of Chenequa, Village of Dousman, Village of Hartland, Village of Johnson Creek, Village of Lac LaBelle, Village of Lisbon, Village of Merton, Village of Nashotah, Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex, Town of Ixonia (Contract Member), Town of Sullivan (Contract Member), Village of Palmyra (Contract Member).

RECITALS:

WHEREAS, Section 755.01(1), Wis. Stats., provides that any municipality may establish a municipal court to be maintained at the expense of the municipality; and

WHEREAS, Section 755.01(4), Wis. Stats., provides that two or more cities, towns, or villages may enter into an agreement under Section 66.0301, Wis. Stats., for the joint exercise of the power granted under Section 755.01(1), after enactment of identical ordinance by each affected City, Town, or Village; and

WHEREAS, the municipalities that are parties to this agreement have enacted identical ordinances thereby creating and establishing a municipal court to serve said municipalities; and

WHEREAS; the municipalities have expressed willingness to enter into a contract for the joint operation of said municipal court and for the equitable sharing of the costs thereof, pursuant to Section 755.01(4) and 66.0301, Wis. Stats.

NOW, THEREFORE, in consideration of the benefits to be derived by each municipality from the joint operation of the municipal court, the member municipalities agree as follows:

1. **GENERAL.** The municipal court shall be organized and shall operate pursuant to Chapter 755 Wis. Stats., the ordinances adopted by the member municipalities, and the terms of this agreement. In the event of conflict, the provisions of the Wisconsin statutes governing this court shall prevail. Pursuant to Section 755.01(4), Wis. Stats., each member of the multimember Municipal Court shall adopt identical ordinances, and after adoption execute this Intermunicipal Agreement.
2. **ORGANIZATION.** Except for matters required by statute to be determined by the respective governing bodies of member municipalities, the general operation of the court shall be by the judge and the Court Administrative Committee. In Addition, the Administrative Committee has currently authorized three sub-committees, namely: (1) Operations Committee; (2) Personnel Committee; and (3) Long Range Planning Committee. Each sub-committee shall have no less than three (3) members appointed by the chairperson of the Administrative Committee. Each sub-committee will in turn appoint a chair and keep brief minutes/notes of any meetings. Meetings will be publicly posted. The Operations Committee will meet not less that monthly, review and approve monthly financial statements and payment of bills, deal with general court operations, and formulate and recommend the annual court budget. The Personnel Committee may be involved, either individually or jointly, in the update of any employee handbook. The Long-Range Planning Committee will meet as needed to discuss and make recommendations as to the court's future facility needs.

3. COURT ADMINISTRATIVE COMMITTEE.

- a) Composition. The Court Administrative Committee shall be comprised of one representative of each member municipality who shall be appointed by the Mayor, President, or Chairperson of the member municipality, subject to confirmation by the respective governing body. In order to assure participation and continuity of representation, each member municipality may appoint an alternate who shall act on committee matters, in the absence the representative. The Administrative Committee shall appoint a chair and vice chair for a term not to exceed 2 years. These appointed shall occur at the annual fall meeting or whenever a vacant occurs. The appointed takes effect on January 1 of the following year.
- b) Powers and Duties. The Administrative Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Administrative Committee shall be a recommending agency. The Administrative Committee may delegate certain authority of powers to the Operations Committees or other committees. The Administrative Committee shall recommend to the governing bodies the annual court budget and the bail bond schedule for the court. The Operations Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments, and costs paid into the court and shall adopt appropriate accounting procedures to ensure the proper handling of said funds. The Administrative Committee shall, with input from the judge, recommend that the court's participating municipalities approve the annual budget as prepared and recommended by the Operations Committee for the operation of the court.
- c) Voting and Procedure. The Court Administrative Committee shall be governed by Robert's Rules of Order and majority vote of all the representatives of the Court Administrative Committee shall be required to adopt any motion or resolution. A simple majority of members or alternate members shall constitute a quorum.

Many of the municipalities that comprise this Municipal Court for police protection purposes contract with a County Sheriff's Department. If a municipality that contracts with a Sheriff's Department for police service appoints the Contract Deputy Sheriff as the municipality's member of the Administrative Committee, the Contract Deputy Sheriff shall be entitled to vote on any matter as the representative for each of the municipalities that the Contract Deputy Sheriff represents. Each municipality represented by a Contract Deputy Sheriff shall count toward meeting the quorum requirement.

4. MUNICIPAL JUDGE. This court shall be presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the court's Member or Contract Municipalities. The Municipal Judge shall be elected at large in the spring election for a term commencing on May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in Section 8.10, Wis. Stats., and selection at a primary election if such is held as provided in Section 8.11, Wis Stats. Each Member Municipality shall provide for a primary election whenever three (3) or more candidates file nomination papers for the position of Municipal Judge as provided in Section 8.11(1)(a), Wis. Stats., and such primary election shall be held on the third Tuesday or February as provided in Section 5.02(22), Wis. Stats.
5. ELECTION. The Municipal Clerk of each municipality shall see to the compliance with Statutes 5.58(1)(c), 5.60(1)(b), 5.60(2), 7.15, 7.60(4)(a), and 8.10(6)(a) to provide for the election of a Municipal Judge under Section 755.01(4).
6. OATH AND BOND. The judge shall, after his/her election or appointment to fill a vacancy, take and file the official oath as prescribed in Section 757.02(1), Wis. Stats. The Municipal Judge shall not act until his/her oath have been filed as required by Section 19.01(4)(c) and Section 755.03(2), Wis Stats.
7. JURISDICTION. The Municipal Judge of the Municipal Court shall have such jurisdiction as provided by Section 755.045 and 755.05, Wis. Stats., and as otherwise provided by state law. The Municipal Judge is authorized to issue inspection warrants under Section 66.122 and 66.123, Wis. Stats.
8. JUDGE'S SALARY. The salary of the Judge shall be set by the annual budget of the Court, approved and recommended by the Administrative Committee, and approved by the City Council and Village and Town Boards as part of the budget process.

9. LOCATON AND HOURS. The Municipal Court shall be held in the Community Room of the City of Oconomowoc Public Safety Building or at such other locations as the Administrative Committee may direct. The Municipal Court shall be open at such times as determined by the Municipal Court Judge, but no less than every Friday commencing at 8:00 am.
10. CLERK. The clerk is appointed by the Judge pursuant to Section 755.10, Wis. Stats. Salary and fringe benefits of the Clerk and any Deputy Clerks or other part-time employees are set forth in the Court's annual budget and must be approved and recommended by the Administrative Committee, and approved by the City Common Councils, Village and Town Boards.
11. FORFEITURES AND FEES PENALTY ASSESSMENTS AND COSTS. All forfeitures, fees, penalty assessments, and other costs paid to the Municipal Court shall be accounted for and disbursed by the Municipal Court with the approval of the Operations Committee in a not less than monthly basis. The Municipal Judge may impose punishment and sentence as provided by Section 800.09, Wis. Stats., and as provided in the ordinances of the Member Municipalities.
12. STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT. The Municipal Court herein established shall be operated pursuant to and in compliance with the provisions of Chapter 800, Wis. Stats., and, where applicable, other provisions of the Wisconsin Statutes. The Municipal Judge shall establish in accordance with Section 800.03(3), Wis. Stats., a schedule of deposit for violations of city, village, and town ordinances, resolutions and by-laws, except traffic regulations which are and shall be governing by Chapter 345.26, Wis. Stats., and boating regulations which are and shall be governed by Chapter 23.66 and 23.67, Wis. Stats. Such deposit schedule shall be approved by the respective governing bodies of the municipalities creating and establishing this court and shall be made available upon request.
13. PROCEDURE IN MUNICIPAL COURT. The procedure in Municipal Court shall be as provided by this ordinance and state law, including, but not excluding because of enumeration, Chapters 66, 345, 751, 755, 757, and 800, Wis. Stats.
14. CONTEMPT PROCEDURES.
- a) The Municipal Judge may impose a forfeiture for contempt under Section 800.12(2), Wis. Stats., for contempt of court as defined in Section 785.01(1), Wis. Stats., in accordance with the procedures under Section 785.03, Wis. Stats.
 - b) The Municipal Judge may impose a forfeiture for contempt under Section 800.12(2), Wis. Stats., in an amount not to exceed \$200.00 (or as otherwise authorized by statute), or upon nonpayment of the forfeiture and the penalty assessment under Section 800.12(3), Wis. Stats., a jail sentence not to exceed 7 days.
15. BUDGET PROCESS.
- a) Time and Approval. The Operations Committee, Judge, and Clerk shall formulate a budget annually to be approved by the Administrative Committee no later than November 15th of each year for the next succeeding year. The members of the committee shall present said budget to their respective governing bodies for approval. The budget shall be approved annually by the governing bodies no later than December 31st. Approval by a majority of all the Member Municipalities shall constitute approval of the budget.
 - b) Court Costs. The local share of the court costs required to be collected pursuant to Section 814.65(1), Wis. Stats., shall be retained by the court to be applied to the operating expenses of the court. Any excess of costs collected shall be held in reserve or otherwise disbursed as approved by the Administrative Committee in compliance with all applicable statutes.
 - c) Court Operating Expenses. The net operating expenses, if any, after application of the local share of the court costs, shall be charged to Member Municipalities based upon each municipality's percentage of total annual field cases. Contributions shall be based upon the approved budget, with appropriate credits and debits being made on the next succeeding billing after annual audit. Payment shall be made within 30 days of billing. Citations entered by the court for any municipality when not received by the court in electronic format, will be assessed a per citation fee set by the court software. Any community using the court will be assessed a fee set by the Administrative Committee if no citation has been submitted to the court in a calendar year. The current cost per citation entry is \$10.00 and \$500.00 per year if no citations submitted.

- d) Capital Expenditures. Capital expenditures shall be made a separate line item of the annual budget. All purchases other than operating expenses over \$500.00 shall be noted as Capital Expenditures.

16. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all member governing bodies shall be required to adopt any resolution pertaining to the operation of the court, or amending this agreement.

17. CONTRACT MUNICIPALITIES. The court may add additional communities in the future upon request of a community and approval of the Administrative Committee. Any added community will come into the court as a Contract Municipality. If the Contract Municipality is satisfied with the operation of the court, and the Administrative Committee is satisfied with the nature and level of services being provided to the Contract Municipality, the Contract Municipality may apply for Member Municipality status with such application to be approved by both of the Administrative Committee. Any Contract Municipality will have municipal court services provided pursuant to a contract entered into between the Contract Municipality and the Administrative Committee. Contract Municipalities do not have a vote on the Administrative Committee. Any costs incurred by the court in adding the contract community will be charged to the community.

18. TERMINATION. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge and Chair of the Administrative Committee no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year. The Municipal Court hereby established shall not be abolished while the Section 755.01(4), Wis. Stats., Agreement is in effect.

19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement under seal to be Effective as of the first written date.

This ordinance shall take effect and be in force from and after its passage and publication as provide by law.

Dated this _____ day of _____, 202_____

MUNICIPALITY

By: _____
Mayor/Chairman/President

Title

ATTEST: _____
Clerk Signature City of/Town of/Village of

ADOPTED: _____

POSTED: _____

PUBLISHED: _____

