

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 March 15, 2017, and on the date set opposite the signature of the Mayor, Village President, or Town Board Chairperson, by and between the City of Oconomowoc, Town of Oconomowoc, Village of Summit, Town of Merton, Town of Lisbon, Town of Delafield, Town of Erin, Village of Hartland, Village of Oconomowoc Lake, Village of Chenequa, Village of Lac La Belle, Village of Sussex, Village of Merton, Village of Dousman, Village of Nashotah, Village of Sullivan, Village of Johnson Creek (Contract Member), Town of Ottawa (Contract Member), and Town of Ixonia (Contract Member), all being municipal corporations organized and existing under the laws of the State of Wisconsin.

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 multi-member 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 than 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 will meet as needed and deal with personnel issues only. Both the Operations Committee and 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 of the representative. Contract municipalities shall not be a member of the Administrative Committee.

(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 or powers to the Operations or other committees. The Administrative Committee shall be responsible for the selection of the Clerk of the municipal court, subject to appointment by the Judge. 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 insure 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 a 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 of February as provided

in Section 5.02(22), Wis. Stats.

5. ELECTIONS. The Municipal Clerk of each municipality shall see to the compliance with Statutes 5.58(1) (c), 5.60(1)(b), 5.60(2), 7.10(1)(a), 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., and at the same time, execute and file an official bond in the amount of \$5,000. The Municipal Judge shall not act until his/her oath and bond 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 Common Council and Village and Town Boards as part of the budget process.

9. LOCATION AND HOURS. The Municipal Court shall be held in the Council Chambers of the City of Oconomowoc, 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 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., as authorized and approved by the Administrative Committee. 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 Council, Village and Town Boards.

11. FORFEITURES, 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 Subcommittee on a not less than monthly basis. The Municipal Judge may impose punishment and sentences 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 deposits for violations of city, village and town ordinances, resolutions and by-laws, except traffic regulations which are and shall be governed by Chapter 345.27, Wis. Stats., and boating regulations which are and shall be governed by Chapter 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 posted in the office of the Municipal Court Clerk and the police departments of the respective communities.

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, 757 and 800, Wis. Stats.

14. CONTEMPT PROCEDURES.

(a) The Municipal Judge may impose a sanction authorized under Section 800.12(2) 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(1) Wis. Stats. in an amount not to exceed \$50.00 (or as otherwise authorized by statute), or, upon nonpayment of the forfeiture and the penalty assessment under Section 165.87 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 15<sup>th</sup> 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 15<sup>th</sup>. 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 filed 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.

(d) Capital Expenditures. Capital expenditures shall be made a separate line item of the annual budget.

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 vote 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 that 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) 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 date first above written.

CITY OF OCONOMOWOC

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

BY: \_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
Clerk

VILLAGE OF HARTLAND

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

BY: \_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
Clerk

VILLAGE OF OCONOMOWOC LAKE

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

BY: \_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
Clerk

VILLAGE OF LAC LABELLE

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

BY: \_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
Clerk

VILLAGE OF NASHOTAH

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

BY: \_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
Clerk

VILLAGE OF CHENEQUA

Approved: April 10, 2017  
Date

  
BY: Susan L. Wilkey, President

ATTEST:

  
Pamela Ann Little, Clerk

VILLAGE OF SUMMIT

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

BY: \_\_\_\_\_, Chairperson

ATTEST:

\_\_\_\_\_  
Clerk

TOWN OF MERTON

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

BY: \_\_\_\_\_, Chairperson

ATTEST:

\_\_\_\_\_  
Clerk

TOWN OF OCONOMOWOC

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

BY: \_\_\_\_\_, Chairperson

ATTEST:

\_\_\_\_\_  
Clerk

VILLAGE OF SUSSEX

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

BY: \_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
Clerk

TOWN OF LISBON

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

BY: \_\_\_\_\_, Chairperson

ATTEST:

\_\_\_\_\_  
Clerk

TOWN OF DELAFIELD

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

BY: \_\_\_\_\_, Chairperson

ATTEST:

\_\_\_\_\_  
Clerk

TOWN OF ERIN

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

BY: \_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
Clerk

VILLAGE OF MERTON

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

BY: \_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
Clerk

VILLAGE OF DOUSMAN

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

BY: \_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
Clerk



VILLAGE OF SULLIVAN

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

BY: \_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
Clerk

VILLAGE OF JOHNSON CREEK

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

BY: \_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
Clerk

TOWN OF OTTAWA

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

BY: \_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
Clerk

TOWN OF IXONIA

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

BY: \_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
Clerk