

Ord.#2011-01

Ordinance to Create Joint Municipal Court

(1) Purpose. The City of Gillett previously has adopted an Ordinance 12-4-2003 by Ord. No. 2003-14 (§ 1.06 of the former Municipal Code), which established a Municipal Court for the City of Gillett, Wisconsin. At this time, the City of Gillett and Towns of Green Valley, Gillett, Mountain, Riverview and Underhill would like to enter into an intergovernmental agreement pursuant to W.S.A. s. 66.0301 for a Joint Municipal Court to equitably share the cost of administering and operating the Court. Pursuant to W.S.A. s. 755.01(4), any agreement for a Joint Municipal Court must be effected by enactment of identical ordinances by the City and Towns.

(2) Joint Municipal Court.

(a) Court established. The Joint Municipal Court for the City of Gillett and Towns of Green Valley, Gillett, Mountain, Riverview and Underhill created by W.S.A. ch. 755 is hereby established and shall become operative and functional on May 1, 2011. The City of Gillett Municipal Court which currently exists and shall continue to operate until the operation of said Joint Municipal Court.

(b) Jurisdiction. The Joint Municipal Court and the Municipal Judge shall have jurisdiction as provided in W.S.A. ss. 755.045 and 755.05, and as otherwise provided by Wisconsin law.

(c) Municipal Judge. The Joint Municipal Court shall be presided over by a Municipal Judge.

1. Election; term. The current Municipal Judge serving the Gillett Municipal Court shall serve as the Judge for the Joint Court until the end of the term of said Municipal Judge; said term expires on March 15, 2011. The judge who is elected in the Spring of 2011 shall continue to serve the Municipal Judges term which will expire April 30, 2015. At the Spring election of 2015, the Municipal Judge shall be elected at large by the electors of the City and the Towns at the spring election in odd numbered years for a term of two years, commencing on May 1 succeeding the election. The Municipal Judge shall serve until a successor is elected and qualifies. Mid-term vacancies in the office of Municipal Judge shall be filled by appointment, as agreed upon by the City Council and the Towns Board, pursuant to W.S.A. s. 8.50(4)(fm).

2. Salary. The Municipal Judge shall receive a monthly salary paid by the City, which shall be in lieu of fees and costs. No salary shall be paid to the Municipal Judge for any time during the term for which the official bond and oath have not been executed and filed, as required by Subsection (2)(c)3 of this subsection.

3. Bond; oath. The Municipal Judge shall execute and file with the Clerk of Courts for Oconto County the oath prescribed by W.S.A. s. 757.02 and a bond. The Municipal Judge shall not be qualified to act until a certified copy of the bond is filed with the City and Towns Clerks and a certified copy of the oath is filed with the Office of the State Administrator of Courts, as required by W.S.A. s. 755.03.

4. Sessions. The Municipal Court shall be open on the days and hours set by the Municipal Judge.

(d) Location. The Municipal Judge shall keep an office and hold court in the City Hall of the City of Gillett.

(e) Proceedings. The procedure in the Joint Municipal Court shall be as provided by this section and state law, including, without limitation because of enumeration, Chapters 800 and 755 and W.S.A ss. 23.50 to 23.85, 345.11, 345.53 and 972.11(3m).

(f) Forfeitures. The Municipal Judge may impose punishment and forfeitures provided under Wisconsin law, and as provided in the ordinances of the City and Towns. The Municipal Judge shall collect all forfeitures, penalty assessments, jail assessments, court costs, fees and taxable costs in any action or proceeding before the Municipal Court and shall pay over the amounts collected to the City Clerk within 15 days of receipt. At such time, the Municipal Judge also shall report to the City Clerk the title of the action, the offense for which forfeiture was imposed and the total amount of the forfeiture, assessment, fees and costs.

(g) Contempt of court. The Municipal Judge may impose a sanction authorized under W.S.A. s. 800.12(2) for contempt of court, as defined in W.S.A. s. 785.01(1), in accordance with the procedures under W.S.A. s. 785.03. The Municipal Judge may impose a forfeiture for contempt under W.S.A. s. 800.12(1) in an amount not to exceed \$50 or, upon nonpayment of the forfeiture, penalty assessment under W.S.A. s. 165.87, jail assessment under W.S.A. s. 302.46, and any applicable domestic abuse assessment under W.S.A. s. 973.055(1), a jail sentence to not exceed seven days.

(h) Stipulation and deposits in Municipal Court.

1. Deposit schedule to be established. The respective City Council and Towns Board shall adopt a bond schedule, which shall be effective upon approval by said governing bodies. No bond shall exceed the maximum penalty which could be imposed for the ordinance violation.

2. Stipulation and deposit in lieu of court appearance. Persons cited for violations of City or Towns ordinances for which a deposit has been established under this section shall be permitted to make a stipulation of no contest and a deposit in lieu of court appearance as provided in W.S.A. ss. 800.03, 800.04 and 800.09.

3. Traffic and all-terrain vehicle deposits. The deposit schedule established by the Wisconsin Judicial Conference and the procedures set forth in Chapters 23 and 345 of the Wisconsin Statutes shall apply to stipulation and deposits for violations of traffic regulations enacted in accordance with W.S.A. s. 345.26 and all-terrain vehicle regulations enacted in accordance with W.S.A. s. 23.33.

4. When not permitted. Stipulations and deposits shall not be permitted after initial appearance or in cases of contempt under Subsection (2)(g).

(i) Court authority to impose alternative juvenile dispositions and sanctions.

1. For a juvenile adjudged to have violated an ordinance, the Municipal Court is authorized to impose any of the dispositions listed in W.S.A. ss. 938.343 and 938.344, in accordance with the provisions of those statutes.

2. For a juvenile adjudged to have violated an ordinance who violates a condition of a dispositional order of the court under W.S.A. s. 938.343 or 938.344, the Municipal Court is authorized to impose any of the sanctions listed in W.S.A. s. 938.355(6)(d), in accordance with the provisions of those statutes.

3. The Municipal Judge may impose community service as an alternative to a monetary forfeiture in the case of a juvenile violator if the appropriate municipality has established a community service program. In such a case, the juvenile may be required to complete a community service project as specified by the Court. Supervision of the juvenile upon whom the sentence is imposed shall be the responsibility of the parent, parents or legal guardian having custody of the juvenile.

(j) Effective date. This section shall take effect from and after its passage by all municipalities and publication or posting as required by law but in no event shall said ordinance take effect before May 1, 2011, with the exception that the Gillett Municipal Court which has previously been established shall continue in existence until the operation of the Joint Municipal Court as established by this Ordinance takes effect.

AGREEMENT BETWEEN THE CITY OF GILLETT AND THE TOWNS OF GREEN VALLEY, GILLETT, MOUNTAIN,
RIVERVIEW AND UNDERHILL TO ESTABLISH A JOINT MUNICIPAL COURT

("AGREEMENT")

This agreement is made and entered this 13th day of April, 2011 by and between the City of Gillett, Wisconsin (hereinafter "City"), a Wisconsin municipal corporation, and the Town of Green Valley corporate and politic of Shawano County, Wisconsin and the Towns of Gillett, Mountain, Riverview and Underhill, all bodies corporate and politic of Oconto County, Wisconsin (all hereinafter "Towns")

WITNESSETH:

WHEREAS, The City and Towns intend to create a Joint Municipal Court pursuant to Chapter 755 of the Wisconsin State Statutes; and

WHEREAS, The City and Towns seek to equitably share the cost of administering and operating the court;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and Towns agree as follows:

1. Creation of Joint Municipal Court. The City and Towns agree to create and establish a Joint Municipal Court (hereinafter "Court"), effective upon enactment and publication/posting by each party of the ordinance creating the Joint Municipal Court for the City and Towns, copies of which are attached hereto as Exhibit A.
2. Costs. The City and Towns agree to share in the costs of administering the operation as follows:
 - a. The Towns shall pay to the City a sum of \$25.00 for each citation issued by the Towns which is processed by the Court. The Town shall make the payment to the Court Clerk within 30 days after the date scheduled for the initial appearance on each citation issued by the Towns.
 - b. If a citation issued by the Towns proceeds to trial, the Towns shall pay to the Court Clerk an additional \$10.00 for the trial within 30 days after the trial.

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- c. All other costs of operating or administering the Court shall be paid by the City, including but not limited to; compensation and fringe benefits paid to the Municipal Judge, Clerk of Courts, and other court-related personnel (except the prosecuting attorney), office supplies, public notices, and other incidental expenses related to the operating of the court by the City. Expenses for Towns personnel, such as Town Constable, Code enforcement Officer, or Towns Prosecutor, required to attend trials and hearings, and all costs associated with the service of process in such cases initiated by the Towns, shall be paid by the Towns.
 - d. All fines and forfeitures resulting from citations issued by the Towns and processed by the Court shall be paid to the City. Annually, the City shall pay to the towns the full amount of the fines and forfeitures, except as stated in section (e). At that time, the City shall report to the Towns the title of each action, the offense for which each forfeiture was imposed, and the total amount of the judgment or sentence, including forfeitures, fines, assessments and costs.
 - e. Mandatory assessments and charges established by Wisconsin Statutes shall be added to all judgments entered by the Court. That portion of the statutory court cost that is normally retained by the City shall continue to be payable, in all cases adjudicated by the Court, to the City for purposes of paying a portion of the expenses of the Court.
 - f. Any other monies collected by the City through operation of the Court shall be retained by the City, except for taxable costs under Wis. Stats, Chapter 814, actually paid by the Towns and ordered reimbursed as part of the judgment or sentence, which shall be paid to the Towns, together with fees and forfeitures on each citation.
3. Term, Termination and Amendment. This agreement shall remain in effect for an initial period coinciding with the term of the Municipal Judge, and shall automatically renew thereafter, on the same terms, for successive four year periods, coinciding with the term of the Municipal Judge, unless any parties request a review of the substantive terms of this Agreement within 9 months prior to the end of the terms and the parties agree to amend the terms.
- a. Any amendment or modification must be in writing, approved and executed by the City and the Towns.

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- b. This Agreement may be terminated by either the City or the Towns collectively at the end of any term upon at least six months prior written notice of termination to the other.
4. Severability. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the unenforceable part, term or provision was never part of the agreement.
5. Entire Agreement. This written Agreement, and written amendments, together with the Ordinance enacted by the City and Towns , copies of which are attached, shall constitute the entire agreement between the City and the Towns on the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement in sextuplicate as of the date first written above.

CITY OF GILLETT;

By _____
Brandon Miller , Mayor

By _____
Leone Christensen, Clerk

TOWN OF GREEN VALLEY;

By _____
Arl A, Rudie, Chairman

By _____
Janalee Jenerou, Clerk

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TOWN OF GILLETT;

By _____

Martin Luther Jr., Chairman

By _____

Renee Carlson, Clerk

TOWN OF MOUNTAIN;

By _____

Jerry Hull, Chairman

By _____

Lynn Kauzlaric, Clerk

TOWN OF RIVERVIEW;

By _____

Ann Hogan, Chairman

By _____

Arnold Bubolz, Clerk

TOWN OF UNDERHILL;

By _____

Gary Frank, Chairman

By _____

Tracy Winkler, Clerk