

RESOLUTION 03.2021

RESOLUTION AUTHORIZING THE TOWN OF POLK TO BECOME A MEMBER MUNICIPALITY OF THE MID-MORAINÉ MUNICIPAL COURT

WHEREAS, the City of Cedarburg, Village of Fredonia, Village of Germantown, Village of Grafton, City of Hartford, Town of Hartford, Village of Jackson, Village of Kewaskum, City of Mequon, Village of Newburg, City of Port Washington, Village of Saukville, Village of Slinger, Village of Thiensville, Town of Trenton and City of West Bend ("Current Members") have established a joint Municipal court ("Court") pursuant to §755.01, Wis. Stats., known as the Mid-Moraine Municipal Court; and

WHEREAS, each of the Current Members has adopted an identical ordinance ("Ordinance") creating and establishing the Court; and

WHEREAS, the Current Members have entered into a contract entitled "Agreement to the Operation of the Municipal Court for Washington County" pursuant to §66.30 Wis. Stats., for the joint operation of the Court and the equitable sharing of the costs thereof, and have approved subsequent amendments of that contract entitled "Amendment of Municipal Court Agreement" entitled, "Amendment of the Municipal Court Agreement" with subsequent amendments to the "Thirteenth Amendment of Municipal Court Agreement" (which contract and amendments collectively are referred to herein as the "Contract"); and

WHEREAS, the Town of Polk ("Proposed Member") desires to become a Member Municipality under the terms of the Contract; and

WHEREAS, The Current Members are willing to permit the Proposed Member to become a Member Municipality under certain conditions; and

WHEREAS, the Proposed Member has adopted the Ordinance,

NOW THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Polk that the Current Members and the Proposed Member agree as follows:

1. The Proposed Member is made a Member Municipality under the Contract and is bound by the Contract except as specifically set forth hereinafter.
2. The Town of Polk shall pay to the Court \$2,428.89 in three annual installments of \$809.64 each. The payments shall be made by March 15 of each of the years 2021, 2022 and 2023.
3. This Agreement is effective on May 1, 2021, and shall terminate on April 30, 2051

BE IT FURTHER RESOLVED, that the Judge currently serving as the Mid-Moraine Municipal Court shall continue to serve as the Municipal Judge for the Current Member Municipalities for the Proposed Municipality until the end of his/her current term.

ADOPTED by a vote of 3 for and 2 against on this 9th day of February, 2021.
TOWN OF POLK

By: Albert J. Schulteis
Albert Schulteis, Town Chairperson

By: Robert B. Roecker
Robert Roecker, Town Supervisor

By: Dennis Sang
Dennis Sang, Town Supervisor

Attest: Sandra Rotar
Sandra Rotar, Town Clerk

**FOURTEENTH-AMENDED AGREEMENT
FOR THE OPERATION OF THE
MID-MORAINES MUNICIPAL COURT
(§66.0301, *Wisconsin Statutes*)**

This Agreement is entered into by and between the City of Cedarburg, Village of Germantown, Village of Grafton, City of Hartford, Town of Hartford, Village of Fredonia, Village of Jackson, Village of Kewaskum, City of Mequon, Village of Newburg, Town of Polk, City of Port Washington, Village of Saukville, Village of Slinger, Village of Thiensville, Town of Trenton, and City of West Bend, municipal corporations organized and existing under the laws of the State of Wisconsin hereinafter called the "Member Municipalities". The Member Municipalities contract and agree as follows:

1. **GENERAL.** The Municipal Court shall be organized and shall operate pursuant to the *Wisconsin Statutes*, the ordinances adopted by the Member Municipalities, and the terms of this Agreement. In the event of conflicts, the provisions of the *Wisconsin Statutes* shall govern.
2. **ORGANIZATION.** Except for matters required by statutes 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.
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 chairman of the Member Municipality, subject to confirmation by the municipality's governing body. In order to assure participation and continuity of representation, each Member Municipality may provide for an alternate representative who shall act on committee matters in the absence of the representative. Neither the representative nor the alternative representative of a Member Municipality shall be a police officer for the municipality or an attorney representing the municipality.
 - (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 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 for determination the salary of the Judge and the number and salary of the Clerks and/or Deputy Clerks. The Administrative 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 the assistance of the Clerk and Judge, prepare an annual budget for the operation of the court.
 - (c) **Procedure and Voting.** The Court Administrative Committee shall be governed by *Robert's Rules of Order Revised*. A majority of the members of the committee shall constitute a quorum. A majority vote shall be required to adopt any motion or resolution.

- (d) **Voting Members.** The duly appointed and confirmed representative or alternate representative of each Member Municipality shall be a permanent voting member of the Court Administrative Committee.
- (e) **Officers.** The Officers of the Court Administrative Committee shall consist of a President, Vice President, Treasurer and Deputy Treasurer.
- (f) **Term.** Officers shall serve a term of two years. No member may serve in the same office for more than one term, except the Treasurer and Deputy Treasurer who may serve for two consecutive terms. The term of office of each Officer shall begin on July 1 and end on June 30.
- (g) **Compensation.** Officers shall serve without compensation.
- (h) **Nominating Committee.** On or before February 15 of each year the President shall appoint a Nominating Committee consisting of three representatives on the Court Administrative Committee. The Nominating Committee shall endeavor to provide at least two candidates for each open seat, except the Nominating Committee need not find two candidates for a seat held by an incumbent that is seeking reelection.
- (i) **Election of Officers.** Officers shall be elected by the Court Administrative Committee at their Spring meeting.
- (j) **Vacancies.** Vacancies in any Officer position shall be filled by the Court Administrative Committee. Any person filling an unexpired term of an Officer may serve in that same capacity until June 30 when the term expires.
- (k) **Duties of the President.** The President shall preside at all meetings of the Court Administrative Committee; perform the duties customary to that office; appoint members of the standing committees; appoint such special committees as are necessary for the proper functioning of the Court Administrative Committee.
- (l) **Duties of the Vice President.** The Vice President shall act as President in the event of the President's absence or inability to serve and during any period in which the office of President is vacant. The Vice President shall become President after the President's term is completed.
- (m) **Duties of Treasurer.** The Treasurer shall act as Treasurer of the Court Administrative Committee; perform the duties customary to that office.
- (n) **Duties of Deputy Treasurer.** The Deputy Treasurer shall act as Treasurer in the event of the Treasurer's absence or inability to serve and during any period in which the office of Treasurer is vacant.

4. JUDGE'S SALARY. The salary of the Judge shall be set by a majority of the governing bodies of Member Municipalities of the Court Administrative Committee.
5. COURT PERSONNEL.
 - (a) **Clerk.** The selection of the Clerk of the Municipal Court shall be made by the Judge and Administrative Committee. The Clerk must be appointed by the Judge pursuant to *Wis. Stats.* §§755.01 and 755.10.
 - (b) **Compensation.** The salary and fringe benefits of the Clerk and any other court personnel shall be established by a majority of the governing bodies of Member Municipalities of the Court Administrative Committee after recommendation of the committees.
 - (c) **Administration.** The Judge, Clerk and any other court personnel shall be employees of the Municipal Court.
6. FORFEITURES, FEES, PENALTY ASSESSMENTS, AND COSTS. All forfeitures, fees, penalty assessment, domestic abuse assessment, and costs paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective municipal treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the treasurers the title of the action, the offense for which a forfeiture was imposed, and the total amount of the forfeiture, fees, penalty assessment, domestic abuse assessments, and costs if any. The treasurers shall disburse the fees, costs, and assessment as provided in *Wis. Stats.* §§165.87(2), 167.31(5), 346.655(2), 814.65(1), and 973.055(2). All jail assessments paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective county treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. The municipal portions of the court costs, as provided in §§814.65(1), shall be maintained in the Municipal Court operational account. Any excess revenue over budgeted expenditures shall be disbursed at the end of the fiscal year. All forfeitures shall be disbursed at least monthly to the Member Municipality for which judgment was entered.
7. BUDGET PROCESS.
 - (a) **Time and Approval.** The Clerk and the Judge shall submit a proposed budget to the Court Administrative Committee annually no later than November 15th of each year for the next succeeding year. Approval by a majority of all of the Administrative Committee members shall constitute approval of the budget.
 - (b) **Court Costs.** The local share of the court costs required to be collected pursuant to *Wis. Stats.* §814.65(1) shall be applied to the expenses of the court as determined in the budget. The local share shall not be credited to a Member Municipality's account.

- (c) **Expenses.** The net expenses, whether denominated start-up expenses, capital expenditures, operating expenses, or otherwise, and including those charged under ¶5, after application of the local share of court costs, shall be paid by the Municipal Court, which shall in turn charge each of the Member Municipalities its share. Each Member Municipality's share shall be determined as follows:
- (1) For the year 1991, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Wisconsin Department of Administration for 1989.
 - (2) For the year 1992, the shares shall be proportional to the populations of the Member Municipalities as determined by the 1990 federal census.
 - (3) For the year 1993, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Department of Administration for 1992.
 - (4) For each year thereafter, the Administrative Committee shall determine a minimum amount to be paid by each municipality. The balance of the expenses shall be paid proportional to the number of citations and complaints filed with the court by each Member Municipality during the current calendar year, except as otherwise specifically provided below.
 - (5) For the year 1996, the Village of Grafton shall pay 11.54% and the City of Port Washington shall pay 13.61% of the net expenses of the court. Thereafter, the shares of those municipalities shall be determined based on the number of citations and complaints filed as provided above. In addition to the amounts payable under this paragraph, the Village of Grafton shall pay to the court \$4,214.01 in three annual installments of \$1,404.67 each; and the City of Port Washington shall pay to the court \$4,232.67 in three annual installments of \$1,410.89 each. The additional payments shall be made by January 15th of each of the years 1996, 1997, and 1998.
 - (6) In addition to the amounts payable under this paragraph, the Town of Erin shall pay to the court \$1,053.65 in three annual installments of \$351.22 each; the Village of Germantown shall pay to the court \$5,265.04 in three annual installments of \$1,755.01 each; the Town of Hartford shall pay to the court \$1,152.32 in three annual installments of \$384.11 each; the Village of Saukville shall pay to the court \$1,333.77 in three annual installments of \$444.59 each; and the Town of Trenton shall pay to the court \$1,381.52 in three annual installments of \$460.51 each. The additional payments shall be made by January 15th of each of the years 1999, 2000, and 2001.
 - (7) In addition to the amount payable under this paragraph, the Village of Newburg shall pay to the court \$984.03 in three annual installments of \$328.01 each. The payments shall be made by January 15th of each of the years 2001, 2002, and 2003.

- (8) In addition to the amount payable under this paragraph, the City of Cedarburg shall pay to the court \$6,144.18 in three annual installments of \$2,048.06 each. The payments shall be made by March 15th of each of the years 2003, 2004, and 2005.
 - (9) In addition to the amount payable under this paragraph, the Village of Fredonia shall pay to the court \$819.95 in three annual installments of \$273.32 each. The payments shall be made by March 15th of each of the years 2006, 2007, and 2008.
 - (10) In addition to the amount payable under this paragraph, the Village of Thiensville shall pay to the court \$2,150.02 in three annual installments of \$716.67 each. The payments shall be made by March 15th of each of the years 2010, 2011, and 2012.
 - (11) In addition to the amount payable under this paragraph, the City of Mequon shall pay to the court \$10,780.80 in three annual installments of \$3,593.60 each. The payments shall be made by March 15th of each of the years 2011, 2012, and 2013.
 - (12) In addition to the amount payable under this paragraph, the Town of Polk shall pay to the court \$2,428.89 in three annual installments of \$809.64 each. The payments shall be made by March 15 of each of the years 2021, 2022, and 2023.
8. LOCATION OF SESSIONS. Each Member Municipality shall provide a place for the Judge to hold court, or it may authorize him or her to hold court in another Member Municipality at a convenient place. Court sessions shall be held exclusively in each such place at least once monthly and, to the extent reasonably possible, at a convenient time for the Member Municipality bringing the action.
 9. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all the governing bodies of Member Municipalities shall be required to adopt any resolution pertaining to the operation of the court.
 10. WITHDRAWAL. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge 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.
 11. ADDITIONAL MEMBERS. Additional municipalities may become Member Municipalities under such condition as may be determined by the Court Administrative Committee upon approval by the governing bodies of all the existing Member Municipalities.
 12. TERM. This Agreement shall terminate as of April 30, 2051 for all Member Municipalities. Upon termination, any surplus of assets over expenses held by the court shall be distributed to the Member Municipalities in proportion to their contributions to the expenses of the court over the life of the Agreement. For purposes of this paragraph, Member Municipalities does not include those who withdraw under ¶10.

13. SURVIVAL OF OBLIGATIONS. The obligation to contribute to expenses under ¶7 and the right to receive distributions under ¶6 shall survive the withdrawal from or termination of the Agreement, except that a municipality which withdraws shall not be responsible for expenses incurred after its withdrawal.

This agreement as amended is effective on May 1, 2021.

CITY OF CEDARBURG

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF FREDONIA

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF GERMANTOWN

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF GRAFTON

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF HARTFORD

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

TOWN OF HARTFORD

Approved on: _____

By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

VILLAGE OF JACKSON

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF KEWASKUM

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF MEQUON

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF NEWBURG

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

TOWN OF POLK

Approved on: 2-9-2021

By: Albert J. Schulteis
[Name], Chairman *Albert J. Schulteis*

Attest: Sandra J. Retar
[Name], Clerk *Sandra J. Retar*

CITY OF PORT WASHINGTON

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF SAUKVILLE

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF SLINGER

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF THIENSVILLE

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

TOWN OF TRENTON

Approved on: _____

By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

CITY OF WEST BEND

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk