

AGREEMENT FOR THE OPERATION OF THE JOINT MUNICIPAL COURT FOR THE TOWN OF EAGLE, THE VILLAGE OF EAGLE, THE TOWN OF MUKWONAGO, THE VILLAGE OF NORTH PRAIRIE, AND THE VILLAGE OF VERNON PURSUANT TO WIS. STAT. §§ 66.0301 AND 755.01(4)

THIS AGREEMENT between the Town of Eagle, the Village of Eagle, the Town of Mukwonago, the Village of North Prairie, and the Village of Vernon, all being municipal corporations organized and existing under the laws of the State of Wisconsin (hereinafter collectively referred to as "Member Municipalities"), is for the joint exercise of power and the operation of the Joint Municipal Court for the Town of Eagle, the Village of Eagle, the Town of Mukwonago, the Village of North Prairie, and the Village of Vernon pursuant to Wis. Stat. §§ 66.0301 and 755.01(4), and pursuant to the ordinances adopted by the Town of Eagle, the Village of Eagle, the Town of Mukwonago, the Village of North Prairie, and the Village of Vernon creating a Joint Municipal Court to serve said municipalities.

WITNESSETH:

WHEREAS, Wis. Stat. § 755.01(1) provides that any municipality may establish a Municipal Court to be maintained at the expense of the municipality by the adoption of an ordinance providing for the election of a judge and the operation and maintenance of the court; and

WHEREAS, Town of Eagle, the Village of Eagle, the Town of Mukwonago, the Village of North Prairie, have already established such a Municipal Court; and

WHEREAS, the Village of Vernon has passed Resolution 2021-04 requesting to discuss and join the North Prairie Joint Municipal Court; and

WHEREAS, Wis. Stat. § 755.01(4) provides that two or more cities, towns, or villages may enter into an agreement under Wis. Stat. § 66.0301, for joint exercise of the power granted under Wis. Stat. § 755.01(1) after enactment of identical ordinances by each affected city, town, or village; and

WHEREAS, each of the Member Municipalities, having adopted the identical ordinance required under Wis. Stat. § 755.01(4), has expressed willingness to enter into an agreement pursuant to Wis. Stat. § 66.0301, for the joint operation of said Municipal Court and for the equitable sharing of the costs thereof;

NOW, THEREFORE, in consideration of the benefits to be derived by each Member Municipality from the joint operation of the Municipal Court, the Member Municipalities contract and agree as follows:

1. **GENERAL.** The Joint Municipal Court shall be organized and shall operate pursuant to Wis. Stat. Chapters 755 and 800, 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 prevail over the Ordinances and this Agreement, and the provisions of the Ordinances shall prevail over the Agreement.
2. **ORGANIZATION.**
 - (a) Except for matters required by the Wisconsin Statutes to be determined by the respective governing bodies of the Member Municipalities, the general operation of the Joint Municipal Court shall be by the Municipal Judge.

- (b) The Member Municipalities shall each authorize a representative from their municipality's board, as appointed annually by each municipality, to serve on a Joint Municipal Court Committee.
 - (c) The decisions of general court operation are the responsibility of the Municipal Judge, not the Joint Municipal Court Committee. The decisions of items such as the budget are the responsibility of the respective governing bodies of the Member Municipalities, not the Joint Municipal Court Committee. The Joint Municipal Court Committee shall only act as a research and recommending body, with recommendations from the Joint Municipal Court Committee forwarded to the Member Municipalities' Boards for final approval.
 - (d) The Joint Municipal Court Committee members shall be uncompensated for duties that specifically relate to the Joint Municipal Court Committee (any compensation the member receives from the Member's Municipality Board as a member of said board shall be unaffected by the Joint Municipal Court Committee).
 - (e) The Joint Municipal Court Committee shall be comprised of one member from each Member Municipality. A quorum shall be defined as half (1/2) of the members. A Joint Municipal Court Committee meeting shall not require 100% attendance by all committee members. Any motion by the committee for a recommendation to the governing municipalities shall only require a simple majority affirmation of the committee members present, to be forwarded to the governing municipalities for final approval.
 - (f) Final approval for matters of the Joint Municipal Court that require governing municipal board approval shall require approval by a majority vote from Member Municipalities' boards of said action in order to be considered approved for any implementation or action.
 - (g) The Committee's meeting agendas, as drafted by the municipality of North Prairie, shall be posted by each municipality as regulated by each specific municipality's policies and ordinances, and complying with appropriate state statutes. At a minimum, a meeting shall be held annually for budget purposes. Any additional meetings shall be held at the request of two or more committee members.
 - (h) The Committee's Chairperson, who shall be defined as the North Prairie's representative, shall preside at all meetings of the committee. Additionally the Committee's Chairperson shall ensure minutes are documented for the meetings and distributed to all governing municipalities.
3. **COURT CLERK.** The Court Clerk of the Joint Municipal Court shall be appointed by the Municipal Judge. The salary and fringe benefits of the Court Clerk shall be established by the governing bodies of the Member Municipalities through the approval of the budget, after a recommendation of the Municipal Judge. In order to provide for the appropriate withholding and FICA tax procedures, and in order to avoid the necessity of establishing employer accounts and identification numbers for a single employee, it is hereby agreed that the Court Clerk so appointed shall be an employee of the Village of North Prairie. This procedure is for accounting

and tax purposes only. The salary and fringe benefits so paid by the Village of North Prairie shall be charged back to the Joint Municipal Court and shall be paid as a Court operating expense.

4. **MUNICIPAL JUDGE.** The salary and fringe benefits of the Municipal Judge shall be established by the governing bodies of the Member Municipalities through the approval of the budget. In order to provide for the appropriate withholding and FICA tax procedures, and in order to avoid the necessity of establishing employer accounts and identification numbers for a single employee, it is hereby agreed that the Municipal Judge's salary shall be administered by the Village of North Prairie. This procedure is for accounting and tax purposes only. The salary and fringe benefits so paid by the Village of North Prairie shall be charged back to the Joint Municipal Court and shall be paid as a Court operating expense.

5. **FORFEITURES, FEES, PENALTY, ASSESSMENT, AND COSTS.**

- (a) All forfeitures, fees, penalties, assessments, and costs paid to the Joint Municipal Court under a judgment shall be paid to the Village of North Prairie Treasurer within five (5) business days after receipt of the money by the Municipal Judge or other Court personnel. At the time of the payment, the Municipal Judge or other Court personnel shall report to the Village of North Prairie Treasurer the title of the action, which Member Municipality received judgments, the offense for which a forfeiture was imposed, and costs, if any. The Village of North Prairie Treasurer shall disburse the fees and penalty assessments as provided in Wis. Stat. §§ 814.65, 165.87, 167.31(5) and Chapter 346. The remaining two-thirds of the Wis. Stat. § 814.65 fees shall be transferred at least monthly to the Joint Municipal Court operational account. All forfeitures shall be disbursed by the Village of North Prairie Treasurer at least monthly to the Member Municipality for which judgment was entered.
- (b) The Municipal Judge or other Court Personnel shall issue a Municipal Court Monthly Financial Report of forfeitures that describe the amounts paid; and an Aging Report of unpaid balances including unpaid debts that have been sent to the State Debt Collection (SDC). These reports shall be submitted to each Member Municipality Clerk/Administrator no later than the Wednesday following court.

6. **BUDGET PROCESS.**

- a. **Time and Approval.** The Municipal Judge shall formulate a budget annually no later than August 1 of each year for the next succeeding year. Then, the Municipal Judge shall present said budget to the Joint Municipal Court Committee for review and presentation to the Member Municipalities' governing bodies for review and approval. The budget shall be reviewed and approved annually by the Member Municipalities' governing bodies no later than October 1 of each year. If there is not unanimous support for the proposed Court budget, a Committee meeting must be held within 15 days to discuss a reconciliation budget and to provide a mechanism so that all or part of the current year budget will be deemed to constitute the budget for the upcoming year.
- b. **Joint Municipal Court Costs.** The total local share of the Joint Municipal Court costs required to be collected pursuant to Wis. Stat. 814.65(1), shall be transferred at least monthly to the Joint Municipal Court operational account and shall be applied to the operating expenses of the Joint Municipal Court.

c. **Joint Municipal Court Expenses.**

i. All court expenses shall be shared based upon each Member Municipality's percentage of total annual filed cases for the period commencing July 1 of the preceding year through June 30 of the current year. Any net expenses ("net expenses" would be expenses that exceed the municipality's monthly proceeds from municipal tickets, or a municipality's reserve from prior monthly proceeds from municipal tickets) for any Member Municipality's shared expenses shall be billed on a monthly basis.

The minimum contribution of each Member Municipality shall not be less than one percent of the combined total annual court expense for the period commencing January 1 through December 31 of the upcoming year.

ii. The Municipal Judge or other Court staff will compile and distribute to the Clerk / Administrator of each Member Municipality a Monthly Joint Municipal Court Expense Report no later than the 25th of each month, based on the North Prairie Village Board approval of paying any court related expenses and invoices received. Such Monthly Joint Municipal Court Expense Report will show: month, year, itemized expenses, total dollar amount of each itemized expense, percentage of usage for each Member Municipality, and the dollar amount that such percentage equates to for each Member Municipality. Time is of the essence, that this Monthly Joint Municipal Court Expense Report be distributed no later than the 25th day of each month.

7. **VOTE.** The affirmative vote of all Member Municipalities governing bodies shall be required to adopt any ordinance pertaining to the exercise of power and operation of the Joint Municipal Court or to amend this agreement or to modify the percentage contribution for operational expenses. Modification of the percent of contribution for operation expenses can be considered by the governing bodies of the Member Municipalities if un-contemplated circumstances arise during a calendar year which all governing bodies of all Member Municipalities agree has resulted in one Member Municipality paying an unfair percentage of the operating expenses.

8. **TERMINATION.** A Member Municipality may withdraw from the Joint Municipal Court, subject to statutory limitations concerning when it is effective.

(a) **Of Municipality membership:**

A Member Municipality may withdraw from the Joint Municipal Court subject to statutory limitations concerning when it is effective. Withdrawal by a member Municipality shall be effective at the end of the term for which the judge has been elected or appointed, but only if the ordinance discontinuing this agreement is submitted to the appropriate filing office under s. 11.0102(1)(c) and to the director of state courts prior to October 1 of the year preceding the end of the term for which the judge has been elected or appointed. Upon written notice of withdrawal to the Joint Municipal Court, the withdrawing member Municipality shall prepare an exit plan to resolve any open cases. Any finances collected on behalf of the withdrawing Member Municipality shall be returned to the withdrawing member Municipality.

(b) **Of the Joint Municipal Agreement:**

Discontinuation of this agreement under s. 755.01(4) shall be effective at the end of the term for which the judge has been elected or appointed, but only if the ordinance discontinuing the agreement is

submitted to the appropriate filing office under s. 11.0202 (1) (c) and to the director of state courts prior to October 1 of the year preceding the end of the term for which the judge has been elected or appointed.

9. **EFFECTIVE DATE.** This court formed under Wis. Stat. § 755.01(4), (including the formation of a new court by a change in the municipalities that have entered into an agreement under Wis. Stat. § 66.0301) becomes operative and function when the court receives a certification from the chief judge of the judicial administrative district that the court meets the requirements under ss. 755.09, 755.10, 755.11, and 755.17, and the Joint Municipal Court provides written notification to the Director of State Courts.

Upon this agreement becoming effective, all prior Agreements for the joint operation of the Joint Municipal Court shall be terminated and replaced with this agreement.

IN WITNESS WHEREOF, the parties have executed this Joint Municipal Court Agreement under seal as provided in Section 9.

TOWN OF EAGLE,

By: _____

Dated: _____

Attest: _____

VILLAGE OF EAGLE,

By: _____

Dated: _____

Attest: _____

TOWN OF MUKWONAGO,

By: _____

Dated: _____

Attest: _____

VILLAGE OF NORTH PRAIRIE,

By: _____

Dated: _____

Attest: _____

VILLAGE OF VERNON,

By: _____

Dated: _____

Attest: _____

**Citation totals for
Fiscal Year July 2023 thru June 2024**

2023-2024	T/Mukwonago	V/Eagle	V/North Prairie	T/Eagle	V/Vernon	Monthly total all citations
Jul-23	99	77	20	9	10	215
Aug-23	66	27	3	4	14	114
Sep-23	61	51	8	6	4	130
Oct-23	96	74	7	10	5	192
Nov-23	61	58	15	0	8	142
Dec-23	56	89	7	0	4	156
Jan-24	64	43	3	0	18	128
Feb-24	68	29	18	0	20	135
Mar-24	68	20	16	1	7	112
Apr-24	54	75	15	0	8	152
May-24	72	33	17	0	10	132
Jun-24	112	39	21	0	7	179
2023-2024	877	615	150	30	115	1787
2022-2023	681	478	109	25	100	1393
under/over from 2022-2023	196	137	41	5	15	394

Overall Citations thru Court

1787

	Totals	Percentage
T/Mukwonago	877	0.490766648
V/Eagle	615	0.34415221
V/North Prairie	150	0.083939564
T/Eagle	30	0.016787913
V/Vernon	115	0.064353665

**Amount Collected to be Retained by Municipality (does not include court costs)
for Fiscal Year July 2023 thru June 2024**

2023-2024	T/Mukwonago	V/Eagle	V/North Prairie	T/Eagle	V/Vernon	Monthly Amount Collected
Jul-23	\$ 6,431.02	\$ 2,740.00	\$ 528.00	\$ 160.00	\$ 555.00	\$ 10,414.02
Aug-23	\$ 4,475.03	\$ 2,216.03	\$ 425.00	\$ 100.00	\$ 510.00	\$ 7,726.06
Sep-23	\$ 4,248.61	\$ 1,520.97	\$ 620.00	\$ 131.10	\$ 180.00	\$ 6,700.68
Oct-23	\$ 3,424.54	\$ 3,242.46	\$ 450.00	\$ 164.00	\$ 580.64	\$ 7,861.64
Nov-23	\$ 3,549.17	\$ 3,064.70	\$ 540.00	\$ 12.00	\$ 480.00	\$ 7,645.87
Dec-23	\$ 3,370.20	\$ 2,524.00	\$ 280.00	\$ -	\$ 140.00	\$ 6,314.20
Jan-24	\$ 3,284.00	\$ 1,557.61	\$ 180.00	\$ -	\$ 750.00	\$ 5,771.61
Feb-24	\$ 1,375.39	\$ 780.00	\$ 387.60	\$ -	\$ 310.00	\$ 2,852.99
Mar-24	\$ 6,115.89	\$ 3,702.20	\$ 1,018.00	\$ 20.00	\$ 771.43	\$ 11,627.52
Apr-24	\$ 4,381.36	\$ 2,370.61	\$ 324.66	\$ -	\$ 520.00	\$ 7,596.63
May-24	\$ 2,578.80	\$ 631.10	\$ 160.00	\$ -	\$ 302.85	\$ 3,672.75
Jun-24	\$ 4,740.71	\$ 2,258.70	\$ 751.59	\$ -	\$ 630.32	\$ 8,381.32
2023-2024	\$ 47,974.72	\$ 26,608.38	\$ 5,664.85	\$ 587.10	\$ 5,730.24	\$ 86,565.29

Case Load

Town of Eagle	41	1.20%	\$328
Town of Waukesha	431	12.20%	\$3,340
Village of Eagle	1178	33.20%	\$9,088
Village of North Prairie	276	7.80%	\$2,135
Town of Mukwonago	1618	45.60%	\$12,483
Total	<u>3544</u>		<u>\$27,374</u>

Apportioned Costs

Judge Salary	\$6,000
Clerk of Courts Salary	\$10,000
Assistant Clerk Salary	\$6,000
Temporary Help	\$2,500
Social Security	\$1,874
Supplies and Expenses	\$1,000
Total	<u>\$27,374</u>

Fixed Costs

Utilities and Maintenance	\$4,600
Education and Training	\$1,000
Dues and Subscriptions	\$200
Computer Expenses	\$1,000
Bonds and Visiting Judges	\$200
Misc.	\$0
New Equipment	\$500
Total	<u>\$7,500</u>

TOTAL COST **\$34,874**

1500	\$1,828
1500	\$4,840
1500	\$10,588
1500	\$3,635
1500	<u>\$13,983</u>
7500	\$34,874

2025 JMC BUDGET PROPOSED

July 2023- June 2024	Citations		All %
Town of Eagle	29	1.80%	\$ 1,182.02
Village of Eagle	576	35.84%	\$ 23,477.29
Town of Mukwonago	765	47.60%	\$ 31,180.77
Village of North Prairie	129	8.03%	\$ 5,257.93
Village of Vernon	108	6.72%	\$ 4,401.99
	1607	100.00%	\$ 65,500.00

Apportioned Costs

Judge Salary	\$ 6,000.00	
Clerk of Courts Salary	\$ 12,000.00	
Assistant Clerk Salary	\$ 4,000.00	
Temporary Help	\$ 2,000.00	
Social Security	\$ 2,000.00	variable
Supplies and Expenses**	\$ 2,000.00	
		\$ 28,000.00

Apportioned Fixed Costs

Utilities and Maintenance	\$ 4,600.00	
Education and Training	\$ 1,500.00	
Dues and Subscriptions	\$ 100.00	
Computer Expenses	\$ 1,200.00	
Bonds and Visiting Judges	\$ 100.00	
Misc.	\$ -	
New Equipment	\$ -	
Proposed TiPPS court software*	\$ 30,000.00	* One time upstart cost; yearly maintenance fees would then be \$\$\$\$; Includes 5 jurisdictions with 3 new 'query' access

\$ 37,500.00

Total Cost \$65,500