

**JOINT MUNICIPAL COURT COMMITTEE  
MEETING AGENDA  
VILLAGE OF NORTH PRAIRIE, TOWN OF MUKWONAGO, TOWN OF EAGLE,  
VILLAGE OF EAGLE AND VILLAGE OF VERNON  
NORTH PRAIRIE MUNICIPAL CENTER, 130 N HARRISON STREET, NORTH PRAIRIE, WI 53153  
February 4, 2025, AT 5:00 P.M.**

1. Call to Order.
2. Roll Call.
3. Announcement of possible Closed Session pursuant to WI State Statute Section 19.85 (1)(c) for discussion of issues with Court staff.
4. Discussion and/or action: Approve August 28, 2024, meeting minutes.
5. Motion to go into closed session pursuant to WI State Statute Section 19.85 (1)(c) for discussion of concerns regarding Court Staff. Roll call vote:
6. Motion to reconvene into open session.
7. Discussion and/or Action as Necessary: Any items brought forward from Closed Session.
8. Discussion and/or action: Review of data relating to court usage by municipality.
9. Discussion and/or action as necessary: Usage of Village of North Prairie's staff by the Court to perform Court related matters.
10. Discussion and/or action as necessary: Usage and expense relating to the Village of North Prairie Village Hall by the Court to perform Court administrative functions.
11. Discussion and/or action: Structure of court system, including but not limited location, personnel, finances.
12. Discussion and/or action: set 2025 meeting dates.
13. Adjourn.

January 25th, 2025  
Mike McCormack, Chair NPV  
Lyle Boucher, Member MUKT  
Ryan Hajewski, Member EGLT  
Rich Spurrell, Member EGLV  
Dylan Neumann, Member VNV  
Mark Powers, Judge  
Holly Maule, Municipal Court Clerk

It is possible that members of and possibly a quorum of members of other government bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information please contact the Village Office at 262-392-2271.

**Meeting Minutes (draft)**  
**Joint Municipal Court Committee**

Town of Mukwonago, Village of Eagle, Village of North Prairie, Village of Vernon, Town of Eagle

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**5:30 pm Wednesday, August 28, 2024**

**North Prairie Municipal Center, North Prairie WI**

- 1) Meeting was called to order at 5:32 pm by Chairman McCormack.
- 2) Committee members Boucher, McCormack, Neumann, Hajewski present; Spurrell absent. Clerk of Court Maule present. Town of Eagle Supervisor Sandra Shorr also present.
- 3) There were no public comments.
- 4) There was no motion to approve August 17, 2023 meeting minutes.
- 5) There was discussion of retaining an auditing firm for a financial audit, a carryover item from the August 2023 meeting, as an auditing firm had not been identified at that time. Considering that an auditing firm has still not been identified, and the need is questionable, there was no motion, and the item will be dropped from future agendas.
- 6) There was general discussion of court software, mainly TiPSS. As we weren't sufficiently prepared to act on a significant expenditure, there was no motion, and the item was removed from the proposed budget. A meeting is scheduled for October 9, 2024 to consider in more detail updating the court software, and to develop a cogent case to present to our respective boards.
- 7) There was discussion of the proposed 2025 JMC budget. Boucher moved to recess the meeting at 6:01 pm in order to revise the proposed budget, seconded by Neumann; passed unanimously. The meeting reconvened at 6:21 pm. Following further discussion, Boucher moved that the Committee recommend approval of the revised budget (copy attached), in the amount of \$35,000, to our respective boards; seconded by Neumann. Passed unanimously.
- 8) A meeting is scheduled for 5:30 pm Wednesday, October 9, 2024 at 5:30 for discussion and possible action regarding TiPSS and other vendors of court software.  
  
The annual budget meeting is scheduled for 5:00 pm Wednesday, August 13, 2025.
- 9) Motion by Boucher to adjourn at 6:30 pm, seconded by Hajewski; passed unanimously.

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Lyle Boucher	Town of Mukwonago
Rich Spurrell	Village of Eagle
Michael McCormack	Village of North Prairie
Dylan Neumann	Village of Vernon
Ryan Hajewski	Town of Eagle
Mark Powers	Judge
Holly Maule	Municipal Court Clerk

**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	0	7	111
Apr-24	54	75	15	0	8	152
May-24	72	33	17	0	10	132
Jun-24	112	39	21	0	7	179
<b>2023-2024</b>	<b>877</b>	<b>615</b>	<b>150</b>	<b>29</b>	<b>115</b>	<b>1786</b>
2022-2023	681	478	109	25	100	1393
under/over from 2022-2023	196	137	41	4	15	393

Overall Citations thru Court

1786

	Totals	Percentage
T/Mukwonago	877	0.491041433
V/Eagle	615	0.344344905
V/North Prairie	150	0.083986562
T/Eagle	29	0.016237402
V/Vernon	115	0.064389698

**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	\$ -	\$ 771.43	\$ 11,607.52
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
<b>2023-2024</b>	<b>\$ 47,974.72</b>	<b>\$ 26,608.38</b>	<b>\$ 5,664.85</b>	<b>\$ 567.10</b>	<b>\$ 5,730.24</b>	<b>\$ 86,545.29</b>

**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 TOWN OF WAUKESHA PURSUANT TO WIS. STAT. 66.30 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 Town of Waukesha, all being municipal corporations organized and existing under the laws of the State of Wisconsin (hereinafter 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 Town of Waukesha, pursuant to Wis. Stat. 66.30 and 755.01(4), and pursuant to the ordinances adapted by the Town of Eagle, the Village of Eagle, the Town of Mukwonago, the Village of North Prairie and the Town of Waukesha, creating a Joint Municipal Court to serves 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, and

**WHEREAS**, Town of Eagle, the Village of Eagle, the Town of Mukwonago, the Village of North Prairie and the Town of Waukesha have already established such a 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. 66.30, 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**, the Member Municipalities have expressed willingness to enter into an agreement pursuant to Wis. Stat. 66.30, for the joint operation of said Municipal Court and for the equitable sharing of the costs thereof; and

**WHEREAS**, the Joint Municipal Court for the Town of Eagle, the Village of Eagle, the Town of Mukwonago, the Village of North Prairie and the Town of Waukesha ordinance and agreement need updating, be it resolved that all previous agreements pertaining to the Joint Municipal Court (regardless of what municipality may or may not be listed) are hereby repealed and replaced as follows:

**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. Ch. 755, the Ordinances adopted by the Member Municipalities, and the term of this agreement. In the event of conflicts, the provisions of the Wisconsin Statutes shall prevail over the Ordinances and the Agreement, and the provisions of the Ordinances shall prevail over the Agreement.

2. **ORGANIZATION.** 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.  
The Member Municipalities authorize a representative from each municipality, as appointed by each municipality, to form a Joint Municipal Court Committee. The Joint Municipal Court Committee shall only act as research and recommending governing body. The decisions of general 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.
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 after 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 produce 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. 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 produce 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.** All forfeitures, fees, penalty, 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(1), 165.87, 167.31(5) and 346.655. The remaining two-thirds of the Wis. Stat. 814.65(1) 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.

**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 annually by the Member Municipalities' governing bodies no later than October 1 of each 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.** 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 for any Member Municipality's shared expenses shall be billed on a monthly basis.
7. **VOTE.** The affirmative vote of all Member Municipalities governing bodies shall be required to adopt any resolution pertaining to the exercise of power and operation of the Joint Municipal Court or to amend this agreement or to modify the percentage contribution of for operational expenses. Modification of the percent of contribution for operation expenses can be considered by the governing bodies of the member Municipalities if unanticipated circumstances arise during the a calendar year which all governing bodies of al Member Municipalities agree has resulted in one Member Municipality paying an unfair percentage of the operating expenses.
8. **TERMINATION.** Any Member Municipality governing body may withdraw from this agreement by giving notice in writing to the Municipal Judge and the other Member Municipalities no later than the August 31 prior to the end of the the term for which the Municipal Judge has been elected. Upon giving such notice, the Member Municipality participation in the Joint Municipal Court shall terminate at the end of said term. No Member Municipality may abolish the Joint Municipal Court while this Agreement is in effect.

**IN WITNESS WHEREOF,** the parties have executed this Agreement under seal to be effective as the date above written.

**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: \_\_\_\_\_

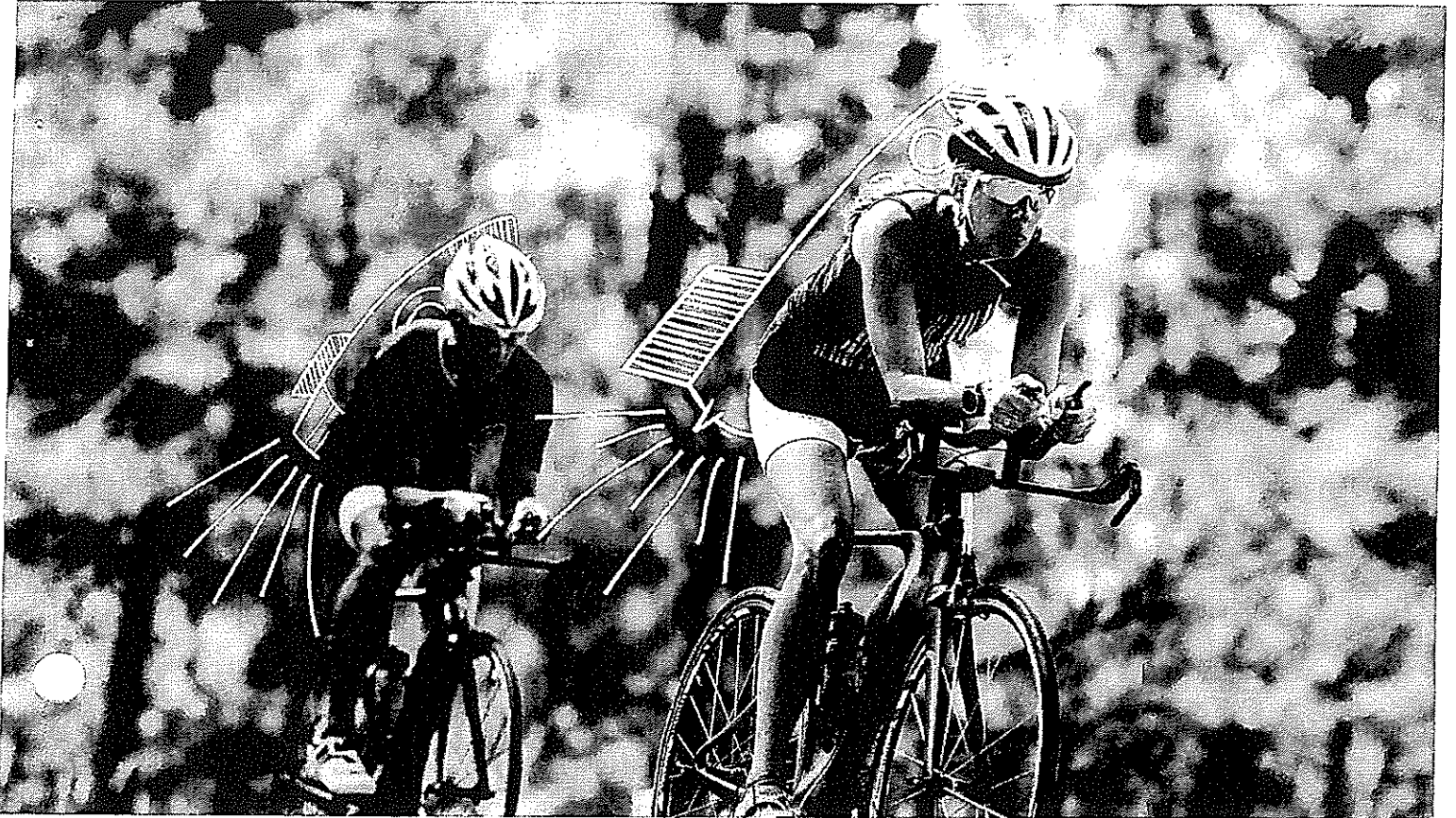
**TOWN OF WAUKESHA,**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

Create Opportunities



July 28, 2020

Village of North Prairie – Joint  
Municipal Court  
Fee Collections Assessment



[CLAcconnect.com](http://CLAcconnect.com)

WEALTH ADVISORY  
OUTSOURCING  
AUDIT, TAX, AND  
CONSULTING

Prepared by:  
Ray Emry, Signing Director  
Terry Dent, Senior Consultant  
CliftonLarsonAllen LLP



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## Background and Objectives

At the request and direction of the Village of North Prairie (VNP) Joint Municipal Court, an assessment of the municipal court's fee collection process was performed for the joint municipalities of the VNP, the Town of Mukwonago, the Town of Eagle, and the Village of Eagle, all located in the state of Wisconsin. The main objective of this assessment was to review policy, procedures, and controls over fee collections pertaining to safeguarding of physical cash, cash receipts, other collection methods (credit card, check, etc.), deposits, allocation of fees, forfeitures, and timeliness of State forfeiture reporting to municipalities with the goal of identifying common themes, process inefficiencies, and risks.

VNP personnel had identified the following objectives for this engagement:

1. Review VNP organization structure to identify functional areas and processes to be included.
2. Facilitate meetings with key staff and stakeholders to gain an understanding of the current state of fee collection processes and internal controls maintained by the court for the areas identified.
3. Evaluate the design of current state processes and internal controls to mitigate relevant risks including people, processes, and technology.
4. Identify internal control improvement opportunities and provide recommendations for future state changes that mitigate risk, improve efficiencies, and better support internal controls via process redesign.
5. Report weaknesses in the design and operating effectiveness of internal controls.

We performed the engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants, which require that we not perform management functions, make management decisions, or act or appear to act in a capacity equivalent to that of an employee. However, we will provide advice and recommendations to assist VNP's management in performing its functions and making its decisions.



## Internal Audit Services Project Scope

CLA interviewed seven members of the Joint Municipal Court and Member Municipalities across all departments who currently interact with the Joint Municipal Court Fee Collection process, and inquired about existing processes, interaction, staffing levels, organizational structure, and performance monitoring data in order to assess the current state profile. CLA also discussed potential skill gaps within the current team as well as the historical and current perception of the fee collection process.

Interviews were conducted with agreed-upon key stakeholders and personnel, including:

- John Heintz Taylor, Trustee for the VNP & Joint Municipal Court
- Holly Maule, Joint Municipal Court Clerk
- Melissa Rabay, Administrative Assistant, VNP
- Rhoda Bagley, Village Clerk/Treasurer, VNP
- Melissa Goetz, Administrative Assistant for the Town of Mukwonago Police Dept. & Village of Eagle
- Tom Czarnecki, Chief of Police for the Town of Mukwonago & Village of Eagle
- Rebecca Carpenter, Assistant Chief of Police for the Town of Eagle

Fee collection policies, procedures, and controls were reviewed. These included, but were not limited to, fee collection, cash receipts, recording of cash receipts, deposits, allocation of fees and forfeitures, State of Wisconsin debt collection, and timeliness of reporting to municipalities.

The different municipalities that make up the Joint Municipality are the VNP, the Town of Mukwonago, and the Village of Eagle. The Town of Eagle is also part of the agreement, but does not have their own police department; therefore, it contracts with the Town of Mukwonago to patrol Eagle Spring Lake for boating and Department of Natural Resources (DNR) violations.

### **TraCS Citations (VNP, Mukwonago and Village of Eagle)**

Police vehicles for the reporting municipalities (except the Town of Eagle) are equipped with "TraCS" software (Traffic and Criminal Software), which serves as an automated reporting system for law enforcement. (Water violations for the Town of Eagle are under the jurisdiction of the DNR, and cannot be entered into TraCS.) TraCS is compliant with the Department of Transportation, and is designed with modular architecture capable of sharing common data, providing crash, citation, operating while intoxicated (OWI), commercial motor vehicle inspection, and incident forms. Bar code scanners, digital camera, and global positioning system (GPS) enhance the use of TraCS. Citations are issued real-time through TraCS software for each municipality. Once the officer's shifts are completed, the citations are reviewed for accuracy by the administrative assistant in that municipality. Errors, if any, are corrected, and then the citations are uploaded to WIJIS (Wisconsin Justice Information Sharing). The Village of Eagle and the Town of Mukwonago have real-time capability with TraCS, while the VNP does not. The TraCS system in the VNP police vehicles is read-only, and does not allow for real-time recording of new citations in the TraCS system. At the end of each shift, police personnel need to download all new citation information to a thumb drive and give it to the VNP Administrator for her to upload it into the live TraCS system.

### **Issue 1 (Low to Moderate)**

The TraCS system in the VNP police vehicles is read-only, and doesn't allow for real-time recording of new citations in the TraCS system. Daily, police personnel need to download all new citation information to a thumb drive and provide it to the VNP Administrator for her to upload it into the live TraCS system. This lack of real-time allows for room for error and a potential loss of information.



### Recommendation

Update TraCS for the VNP police vehicles to communicate real-time with the software.

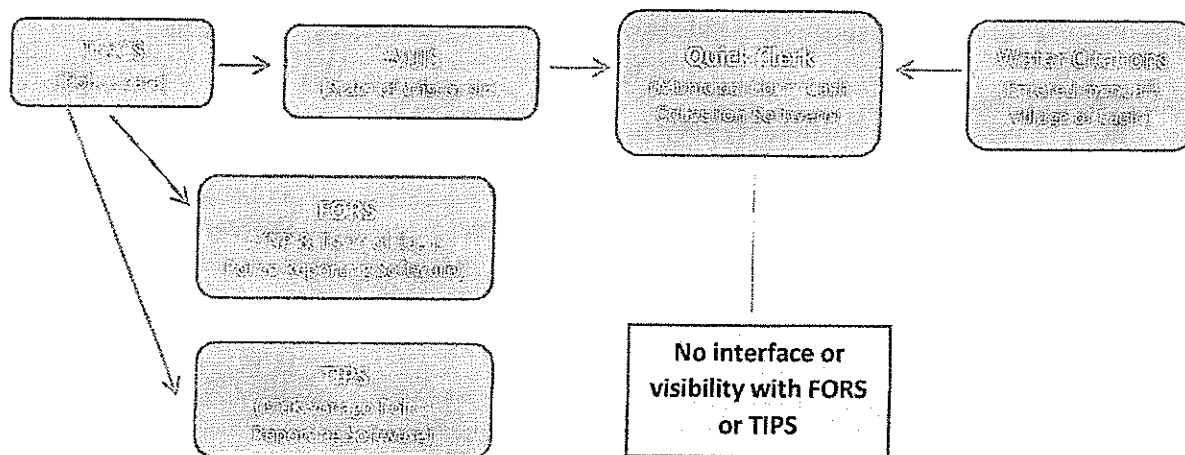
### Manual Citations (Town of Eagle)

All citations for the Town of Eagle are manually written and are under the jurisdiction of the DNR, not the Department of Transportation. Therefore, water citations cannot be entered into the TraCS system, which reports to the state through WIJIS. Officers ending their shifts will forward all manual citations to the Town of Eagle for processing. The administrative assistant for the Town of Eagle reports all water violations to the DNR. The administrative assistant will also forward a list of all water citations to the Joint Municipal Court Clerk for manual entry in the Quick Clerk's system for collection purposes and court hearings only. Because of the delay, there are often people attempting to pay their citations prior to their being entered in the system. The Joint Municipal Court Clerk records fees received and reports the dispositions of the court hearings back to the Town of Eagle administrative assistant, who then forwards those dispositions to the DNR.

### Citation Reporting Software

Once information from TraCS has been uploaded to WIJIS, the Joint Municipal Court Clerk downloads information from WIJIS to "Quick Clerk," a Citation Management Software used to track all citations, dispositions, amounts owed, and suspensions. The software interfaces directly with WIJIS to record suspensions for non-appearances and/or non-payments of fines. One capability of the software is to create court calendars. Once TraCS has been uploaded to WIJIS, each municipality downloads the citation information from TraCS using individual software. The Town of Mukwonago downloads to TIPS, a police department citation management software, and the Villages of North Prairie and Eagle download to FORS. While TIPS and FORS are software for individual municipalities, Quick Clerk is the citation management system for the joint municipal courts. Prior to court hearings, both the municipality and the joint municipal court run court calendars from their prospective software. Quick Clerk does not interface with TIPS or FORS; there is thus a lot of manual reconciliation that takes place between the municipality administrator and the Joint Municipal Court Clerk. Changes made in Quick Clerk (such as payments) are not reflected in TIPS or FORS, and vice versa. This requires the software to be manually reconciled prior to the court dates.

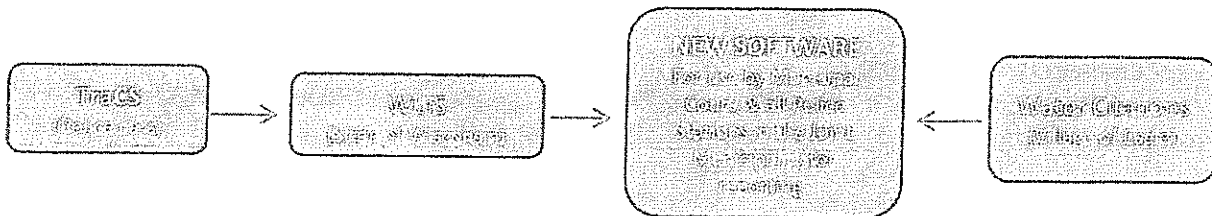
### Citation Reporting Workflow (Current State)



1. Police vehicles use TraCS software. All citations are uploaded from TraCS to WIJIS State of Wisconsin site.
2. Court clerk downloads information from WIJIS to Quick Clerk Software for cash management.
3. Water citations for Village of Eagle are manually entered into Quick clerk.
4. VNP and Town of Eagle download citation information from TraCS into FORS for record keeping purposes.
5. Mukwonago downloads citation information from TraCS into TIPS for record keeping purposes.
6. Quick Clerks does not communicate with FORS or TIPS



## Citation Reporting Workflow (Future State)



1. Police vehicles use TraCS software. All citations are uploaded from TraCS to WIJIS State of Wisconsin site.
2. Court clerk downloads information from WIJIS to NEW SOFTWARE for use by municipal court and all police stations in the joint municipality.
3. Water citations for Village of Eagle are manually entered into Quick clerk.

### Issue 2 (Moderate)

The Quick Clerk Software used by the Municipal Court does not interface with the citation management software (TIPS or FORS) used by the municipalities. Court calendars are difficult to reconcile. Citations could potentially be lost and unrecorded, and incorrect dispositions could be recorded.

### Recommendation

Consider purchasing software that does interface, or work with the software companies to create that interface. VPN may want to consider having the Quick Clerk software its network so that municipal employees with limited read-only access can view necessary information.

### Issue 3 (Low)

The TIPS citation reporting management software utilized by the Village of Mukwonago will no longer be supported as of 12/31/20. In addition, the FORS court calendar software is potentially antiquated.

### Recommendation

Management should consider purchasing software that's compatible for all three municipalities.

### Segregation of Duties (SOD)

SOD is a basic component of risk management and internal controls for a business. The principle of SOD is based on shared responsibilities of a key process that disperses the critical functions of that process to more than one person or department. Without this separation in key processes, fraud and error risks are far less manageable. However, the Joint Municipal Court for the four municipalities is part-time with only a few part-time employees. As it is impossible to be fully segregated in all duties due to the small staff size, the Joint Municipal Court accepts that there will be a certain amount of risk associated with the process. In addition, the Joint Municipal Court must utilize the assistance of municipality employees to collect citation fees.

For collections, all locations have the same process. Citations can be paid either by credit or debit card, check or cash. Residents can pay either in person at each municipality, by mail, drop box, or online if using a credit or debit card. For credit or debit card, residents can go online to govpay.com to pay their citation. Residents are charged a fee by govpay.com, with the actual amount of the citation paid to each municipality.



#### **Issue 4 (Low)**

Fields within govpay.com are not linked with any of the citation software in use by the municipalities. Residents paying by credit or debit card can leave fields blank or enter in the wrong information, which makes it extremely difficult to research and reconcile, leaving room for human error.

#### **Recommendation**

Management should work with govpay.com to interface with the municipalities' citation management software for accurate recording of the payment.

Residents can also pay with cash or check. Drop boxes are located on the exterior of each municipality building, where residents can drop off an envelope with their citation and payment. When a resident leaves payment in the drop box, the municipality administrator retrieves the payments and places them unopened in the office of the Joint Municipal Court Clerk. (See "Issue 16" in "Safeguarding of Assets.") In addition, residents can pay in person at the municipality where the citation is owed. The municipality administrator and/or Village Clerk/Treasurer will receive and record the payment on the court calendar created by their prospective software. If paying in cash, change is made and given to the resident. A receipt is also given to the resident for payment. Quite often, residents will give rounded dollars to the municipality with the instructions to keep the change. If paying by check, the payment is also recorded on the court calendar, and a receipt is given to the resident for payment. It should be noted that the majority of payments are received at the VNP. It was noted that the Village of Eagle only received 13 cash or check payments between January 1 and July 15, and the Town of Mukwonago only received 16 cash or check payments during that same period.

It should be noted that the municipal court deals with a small part-time staff, and will always have the risk associated with a lack of SOD, especially with collecting payments. Therefore, the court has to take on a certain amount of risk and utilizes the assistance of the municipalities. Residents are allowed to make payments in person at the Village Municipal Center during the hours of 9:00 am to 3:00 pm. However, there are no court employees available until nighttime hours. Residents often have questions regarding their citation that municipal employees cannot answer. Municipal employees also don't have real-time access to amounts owed. On court night, the Joint Municipal Court Clerk appears to be short-staffed, as she is the only one present to take payments.

#### **Issue 5 (Low)**

Municipality employees do not have real-time access to what is owed for specific citations.

#### **Recommendation (Same as issue 2)**

Consider purchasing software that does interface, or work with the companies to create that interface. VNP may want to consider having the Quick Clerk software on the network so that municipal employees with limited read-only access can view necessary information.

#### **Issue 6 (Moderate)**

VNP employees have access to the municipal court petty cash and can make change as needed.

#### **Recommendation (See recommendation for Issue 16 below)**

- Interior doors to the administrative offices of the VNP should remain locked at all times. The public can complete transactions at the payment window provided.
- Install a second payment window by the administrative offices for use by the municipal court or municipal Village Clerk/Treasurer when the municipal administrator is absent.



### **Issue 7 (Low)**

There is no sign posted that says the customers should request a receipt.

#### **Recommendation**

Signs should be posted that tells the customer to request a receipt. A policy should be adopted and documented requiring receipts to be given at time of payment.

The Joint Municipal Court employees are comprised of the Joint Municipal Court Clerk and two assistants. The assistants are responsible for various projects as assigned by the clerk, including application of payments and creating the final deposit for the bank. The Joint Municipal Court Clerk will review all credit card payments entered into govpay.com and allocate the proper credit or debit card payment to the applicable citation in Quick Clerk. The clerk will run and reconcile reports from Quick Clerk against govpay.com. The Clerk of the Municipal Court will also review all check and cash payments against their receipts and allocate the proper cash or check payment to the applicable citation in Quick Clerk. The clerk will run and reconcile a deposit report from Quick Clerk to the cash and checks on hand, and to the receipts on hand.

### **Issue 8 (High)**

Only one log-in exists for Quick Clerk software, but it is being utilized by three Joint Municipal Court employees.

#### **Recommendation**

The Joint Municipal Court Clerk should assign individual logins for each assistant, and change her password to protect anyone from using her account. The administrator of the software assigning separate access should not be the Joint Municipal Court Clerk.

### **Issue 9: (High)**

A lack of SOD in the cash application procedure exists. The Joint Municipal Court Clerk has the ability to both apply payments and also withdraw or dismiss citations on her own.

#### **Recommendation**

Municipal Court employees should have different access in Quick Clerk. No employee should be allowed to both apply payments and to withdraw or dismiss citations. The administrator of the software assigning access should not be the Clerk of the Municipal Court.

### **Issue 10 (High)**

Quick Clerk software is contained on a stand-alone computer that is eight years old. The computer has crashed on several occasions. The integrity of the data for the entire municipality is at risk of being lost or corrupted.

#### **Recommendation**

A new computer should be considered for purchase for the Joint Municipal Court Clerk.

### **Issue 11 (High)**

The Quick Clerk program is housed separately from the data it references. While the software is housed on the computer, the data is housed on a separate disk. There is no back-up for the data. The court runs the risk of losing data for the entire municipality.

### **Issue 12 (High)**

The disk containing data for the entire joint municipality is often taken home by the Joint Municipal Court Clerk. The Clerk also has the Quick Clerk program installed on her personal home computer and works on



the data at home during off hours. The court runs the risk of losing data for the entire municipality. In addition, the Clerk does not record her hours worked at home. The Court runs the risk of being in violation of the Fair Labor Standards Act.

**Recommendations**

- Management should consider adopting proper processes so that the data is not separated from the computer software.
- Management should be able to back up the data on a daily basis.
- Management may want to consider a cloud version of the software to protect the continuity of the data and the software.
- Management should adopt policies so that work can be completed on court owned computers only.
- Hourly employees should record and be paid for all hours worked.

**Issue 13 (Low)**

Both electronic and physical records are being retained in perpetuity without consideration of compliance with the Wisconsin Department of Transportation.

**Recommendations**

The court should review Wisconsin Department of Transportation requirements for record retention and create and implement local policy to be in compliance with the requirements.

A deposit report is printed from the Quick Clerk software, which separates all checks, cash, and credit card payments into separate deposits. A bank deposit is created that ties to the deposit report, and that deposit left in an unlocked drawer in the Village Clerk/Treasurer's office waiting to be deposited. The Village Clerk/Treasurer brings the deposit to the bank.

**Issue 14 (Moderate)**

Deposits are kept in an unlocked drawer in the Village Clerk/Treasurer's office, which is also unlocked and open to the public.

**Recommendation**

All cash should be kept secured in a locked office.

**Issue 15 (Low)**

The Village Clerk/Treasurer for the VNP completes both the bank deposits for the municipality and the bank reconciliation for the entire Joint Municipal Court.

**Recommendation**

Procedures should be implemented to allow for proper SOD within the department.

Currently, there is no analysis or reconciliation of Quick Clerk that is completed by the Joint Municipal Court Clerk to validate that all citations, dispositions, and payments have been properly entered into the system.

**Issue 16 (High)**

Monthly review of citation dispositions to ensure that all citations, payments, and dispositions are properly recorded is not being completed.





**Recommendation**

On a monthly basis, the Joint Municipal Court Clerk should complete a full review of all citation dispositions to ensure that all citations, payments, and dispositions are properly recorded. Documentation of that review should be kept.

**Safeguarding of Assets**

Procedures surrounding the safe-guarding of physical cash and court records were reviewed. The review of the VNP fee collections process and controls was performed on site, working with VNP personnel at all municipalities. Written policies and procedures were compared against actual performance and software use was analyzed.

The Municipal Court and Municipal Court Administrative offices are located in the same building as the VNP Municipality. While the court and administrative offices are separate in the building, access to the municipal court offices is compromised and is not completely secured. According to Wisconsin Statute 755.11, *“Every judge shall file and keep together all records in an action separate from all other records. The judge shall store all records in the office of the court clerk or in another appropriate facility designated by the council or board. Access to the records shall be restricted to court personnel except as authorized by the judge or by law. Nothing in this section is intended to restrict the ability of counsel or parties to read the records. The purchase or implementation of any electronic records management system used by the court shall be approved by the judge.”*

**Issue 17 (Moderate)**

The administrative office doors and the municipal court office doors are left unlocked and open. The public can easily access these offices and any documentation on or in the desks.

**Recommendations**

- Interior doors to the administrative offices of the VNP should remain locked at all times. The public can complete transactions at the payment window provided.
- Install a second payment window by the administrative offices for use by the municipal court or Village Clerk/Treasurer when the municipality administrator is absent.

**Issue 18 (Moderate)**

Municipal employees access the office of the Joint Municipal Court Clerk to drop off deposits and get supplies as needed.

**Recommendations**

- Access to the municipal court office needs to be limited to municipal court personnel only.
- A drop box or equivalent can be installed just outside the municipal court office to deliver deposits or walk in payments.

**Issue 19 (Low)**

Payments received in Mukwonago and Eagle police stations and are considered the property of the Joint Municipal Court. They are received by the individual municipalities, and then transported in unsecured envelopes to the VNP Municipal Court by non-municipal court employees.

**Recommendation**

Provide locked bank bags for each location to transport payments to the VNP Municipal Court.



### **Contracts and Agreements**

An agreement between the Joint Municipal Court and the Member Municipalities was reviewed. It was noted that the agreement was dated May 1, 2016 and runs perpetually without expiration. Member municipalities may elect to terminate their membership no later than August 31 prior to the end of the term for which the Municipal Judge has been elected. The terms of the agreement involving fee collections were reviewed and discussed with the Village Clerk/Treasurer. Fees are collected at the responsibility of the Joint Municipal Court Clerk and deposited into a general bank account for the joint municipality. The monthly revenues (less court costs) are sent to the municipalities monthly. Excess court costs are requested from the municipalities at least annually. After discussions with the Village Clerk/Treasurer, it appears that the contract terms are adhered to without exception.



## Summary of Observations and Recommendations

In summary, the fee collection control environment for the Joint Municipal Court is under-developed and has much room for improvement. While policies and procedures exist, controls involving safeguarding of assets and SOD are lacking. Standard access and software controls are lacking, which may allow room for human error and fraud. Management should consider either updating or replacing the current citation management system used by the Joint Municipal Court. Based on discussions, weaknesses exist, including proper role alignment within the software, safeguarding of software information, and real-time information. Because of the current state of the Joint Municipal Court's citation management and payment system and the past incident of fraud, CLA highly recommends an audit consisting of the following:

1. Compare VNP daily cash sheets to payments received in Quick Clerks to validate payments have been correctly allocated.
2. Compare Municipal Court calendar dispositions to Quick Clerk for payment accuracy.
3. Validate that the deposit reports from Quick Clerks reconcile to the bank statements.
4. Validate that bank deposits on the bank statements reconcile to deposit reports in Quick Clerk.
5. Validate that the FORS and TIPS record management systems ties to Quick Clerk.
6. Research any discrepancies with WIJS and the Department of Transportation.

CLA identified several organizational and process improvement opportunities that are shared in this report. If the municipality no longer accepted cash, the risk of fraud would be greatly decreased. However, the Joint Municipal Court has indicated that this is not an option, as cash accounts for almost half of the payments. Therefore, CLA strongly recommends several actions to mitigate the risk with the fee collection process. (In addition to the high and moderate risk issues noted below, management should consider all of the issues noted in this report to mitigate the intensity and appearance of risk.)

### **High-Risk Issues**

The software issues considered to be high-risk involve the capabilities and proper use of the Quick Clerk software that is used to manage the citations and collection efforts for the Joint Municipal Court. Failure to address these risks leaves the court open to the high possibility of fraud and human error.

### **Recommendations**

(Resolves issues 2, 3, 5, 8, 9, 10, 11, and 12)

Management should consider either purchasing new citation management software or updating the software currently in use. The administrator of the software should be an employee or third-party IT contractor that is not related to the collection function. All users of the software should have different log-ins and access levels based on their job function, with employees of the municipalities given read-only access. SOD should be highly considered when applying these different access levels to prevent cases of fraud and human error. It is also recommended that the software be housed either on the VNP network or on the cloud to safeguard the data it references. The updates to the software should reject any attempt to access the software outside of the municipality and should also prevent any data from being downloaded to any peripheral equipment. Management should consider purchasing software that the municipalities can access for informational purposes only.



### **Moderate-Risk Issues**

Issues with recommendations considered to be of moderate risk involve safeguarding of assets and potential loss of information or revenue and compliance with Wisconsin Statutes 755.11. Failure to address these risks leaves the Joint Municipal Court open to a moderate risk of fraud and non-compliance.

### **Recommendations**

(Resolves issues 1, 6, 14, 16, 17, 18 and 19)

Many of the recommendations to mitigate the moderate risk are simple fixes that do not require a huge overhaul of resources. However, to comply with Wisconsin Statutes, and to safeguard information, the following recommendations are being made:

- Update TraCS for the VNP police vehicles to communicate with the software in real time.
- Interior doors to the administrative offices of the VNP should remain locked at all times. The public can complete transactions at the payment window provided.
  - Install a second payment window by the administrative offices for use after hours by the municipal court or Village Clerk/Treasurer when the VNP administrator is absent.
- Access to the municipal court office needs to be limited to municipal court personnel only.
  - A drop box or equivalent can be installed just outside the Joint Municipal Court Clerk's office to deliver deposits or walk in payments.
- All cash should be kept secured in a locked office.
- Provide locked bank bags for each location to transport payments to the VNP Municipal Court.
  - On a monthly basis, the Joint Municipal Court Clerk should complete a review of all citation dispositions in Quick Clerk to ensure that all citations, payments and dispositions are properly recorded and reconciled. Documentation of that review and approval should be retained for five years.



## Closing

We wish to extend our appreciation to management and staff for their timely cooperation and assistance during the project.

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This report has been prepared in accordance with Statement of Standards for Consulting Services issued by the American Institute of Certified Public Accountants and is solely for use by management. It is not intended for use, in whole or in part, by outside parties without the specific consent of CliftonLarsonAllen LLP.

*CliftonLarsonAllen LLP*

July 28, 2020



## CHAPTER 66

## GENERAL MUNICIPALITY LAW

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**NOTE:** This chapter was substantially revised by 1999 Wis. Act 150, which contains extensive explanatory notes. See Laws of Wisconsin, 1999.

**SUBCHAPTER I****GENERAL POWERS; ADMINISTRATION**

**66.0101 Home rule; manner of exercise.** (1) Under article XI, section 3, of the constitution, the method of determination of the local affairs and government of cities and villages shall be as prescribed in this section.

(1m) In this section, "charter ordinance" means an ordinance that enacts, amends or repeals the charter, or any part of the charter, of a city or village or that makes the election under sub. (4).

(2) (a) A city or village may enact a charter ordinance. A charter ordinance shall be designated as a charter ordinance, requires a two-thirds vote of the members-elect of the legislative body of the city or village, and is subject to referendum as provided in this section.

(b) A charter ordinance that amends or repeals a city or village charter shall designate specifically the portion of the charter

## SUBCHAPTER III

## INTERGOVERNMENTAL COOPERATION

mental units on the basis of the portion of the calendar year the territory was located in each of the local governmental units, and paid accordingly.

2. If a city or village is incorporated after January 1 and before April 1, the procedures described in subd. 1. shall be applied as if the city or village was incorporated on January 1 of the year in which it was incorporated and the territory shall be treated for purposes of ch. 70 as if the incorporation had occurred on January 1.

(aa) *Apportionment when town is nonexistent.* If the town in which territory was located on January 1 is nonexistent when the city or village determines its budget, any taxes certified to the town or required by law to be levied against the territory shall be included in the budget of the city or village and levied against the territory, together with the city or village tax for local municipal purposes.

(b) *Special taxes and assessments.* If territory is transferred from one local governmental unit to another by annexation, detachment, consolidation or incorporation, or returns to its former status by reason of court determination, any special tax or assessment outstanding against property in the territory shall be collected by the treasurer of the local governmental unit in which the property is located, according to the terms of the ordinance or resolution levying the tax or assessment. The special tax or assessment, when collected, shall be paid to the treasurer of the local governmental unit which levied the special tax or assessment, or if the local governmental unit is nonexistent, the collecting treasurer shall apply the collected funds to any obligation for which purpose the tax or assessment was levied and which remains outstanding. If no obligation is outstanding, the collected funds shall be paid into the school fund of the school district in which the territory is located.

(bb) *Apportionment when court returns territory to former status.* If territory which has been annexed, consolidated, detached or incorporated returns to its former status by reason of a final court determination, there shall be an apportionment of general property taxes and current aids and shared revenues between the local governmental units, and no other apportionment of assets and liabilities. The basis of the apportionment shall be determined by the apportionment board subject to appeal to the circuit court. The apportionment shall to the extent practicable equitably adjust the taxes, aids and revenues between the local governmental units involved on the basis of the portion of the calendar year the territory was located in the respective local governmental units.

(c) *Certification by clerk.* The clerk of the local governmental unit which assessed the special and general tax and special assessment shall certify to the clerk of the local governmental unit to which the territory was attached or returned, a list of all the property located in the attached or returned territory to which is charged any uncollected taxes and assessments. The certification shall be made within 30 days after the effective date of the transfer of the property, but failure to certify does not affect the validity of the claim.

**History:** 1971 c. 125 s. 521; 1971 c. 154; 1973 c. 90; 1975 c. 41; 1977 c. 29 ss. 699, 700, 1646 (3), 1648 (1), 1654 (2), (8) (c); 1981 c. 169; 1985 a. 29; 1985 a. 225 ss. 32 to 38, 100; 1987 a. 399; 1989 a. 31; 1991 a. 39, 316; 1993 a. 399; 1995 a. 27 ss. 3313, 3314, 9145 (1); 1995 a. 216, 225; 1997 a. 27, 237; 1999 a. 150 s. 75; Stats. 1999 s. 66.0235; 2011 a. 32.

The method of division of assets and liabilities set forth is exclusive. *City of Sheboygan v. Town of Sheboygan Sanitary District No. 2*, 145 Wis. 2d 424, 427 N.W.2d 390 (Ct. App. 1988).

Sewerage systems are not public utilities valued by the Public Service Commission under sub. (4). *Town of Beloit v. PSC*, 180 Wis. 2d 610, 510 N.W.2d 140 (Ct. App. 1993).

**66.0301 Intergovernmental cooperation.** (1) (a) Except as provided in pars. (b) and (c), in this section "municipality" means the state or any department or agency thereof, or any city, village, town, county, or school district, the opportunity schools and partnership programs under subch. IX of ch. 115 and subch. II of ch. 119, the superintendent of schools opportunity schools and partnership program under s. 119.33, or any public library system, public inland lake protection and rehabilitation district, sanitary district, farm drainage district, metropolitan sewerage district, sewer utility district, solid waste management system created under s. 59.70 (2), local exposition district created under subch. II of ch. 229, local professional baseball park district created under subch. III of ch. 229, local professional football stadium district created under subch. IV of ch. 229, local cultural arts district created under subch. V of ch. 229, long-term care district under s. 46.2895, water utility district, mosquito control district, municipal electric company, county or city transit commission, commission created by contract under this section, taxation district, regional planning commission, housing authority created under s. 66.1201, redevelopment authority created under s. 66.1333, community development authority created under s. 66.1335, or city-county health department.

(b) If the purpose of the intergovernmental cooperation is the establishment of a joint transit commission, "municipality" means any city, village, town or county.

(c) For purposes of sub. (6), "municipality" means any city, village, or town.

(2) Subject to s. 59.794 (2), and in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, unless those statutes specifically exclude action under this section, any municipality may contract with other municipalities and with federally recognized Indian tribes and bands in this state, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law. If municipal or tribal parties to a contract have varying powers or duties under the law, each may act under the contract to the extent of its lawful powers and duties. A contract under this subsection may bind the contracting parties for the length of time specified in the contract. This section shall be interpreted liberally in favor of cooperative action between municipalities and between municipalities and Indian tribes and bands in this state. If a municipality is required to establish or maintain an agency, department, commission, or any other office or position to carry out a municipal responsibility, and the municipality joins with another municipality by entering into an intergovernmental cooperation contract under this subsection to jointly carry out the responsibility, the jointly established or maintained agency, department, commission, or any other office or position to which the contract applies fulfills, subject to sub. (7), the municipality's obligation to establish or maintain such entities or positions until the contract entered into under this subsection expires or is terminated by the parties. In addition, if 2 or more municipalities enter into an intergovernmental cooperation contract and create a commission under this section to jointly or regionally administer a function or project, the commission shall be considered, subject to sub. (7), to be a single entity that represents, and may act on behalf of, the joint interests of the signatories to the contract entered into under this section.

(3) Any contract under sub. (2) may provide a plan for administration of the function or project, which may include but is not limited to provisions as to proration of the expenses involved, deposit and disbursement of funds appropriated, submission and



approval of budgets, creation of a commission, selection and removal of commissioners, and formation and letting of contracts.

(4) A commission created by contract under sub. (2) may finance the acquisition, development, remodeling, construction and equipment of land, buildings and facilities for regional projects under s. 66.0621. Participating municipalities acting jointly or separately may finance the projects, or an agreed share of the cost of the projects, under ch. 67.

(5) No commission created by contract under sub. (2) may, directly or indirectly, do any of the following:

(a) Acquire, construct or lease facilities used or useful in the business of a public utility engaged in production, transmission, delivery or furnishing of heat, light, power, natural gas or communications service, by any method except those set forth under this chapter or ch. 196, 197 or 198.

(b) Establish, lay out, construct, improve, discontinue, relocate, widen or maintain any road or highway outside the corporate limits of a village or city or acquire lands for those purposes except upon approval of the department of transportation and the county board of the county and the town board of the town in which the road is to be located.

(6) (a) Any 2 municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of the common boundary line between the municipalities. An agreement under this subsection may include only the provisions authorized under this section and s. 66.0305, and one or more of the following:

1. That specified boundary lines apply on the effective date of the agreement.

2. That specified boundary line changes shall occur during the term of the agreement and the approximate dates by which the changes shall occur.

3. That specified boundary line changes may occur during the term of the agreement and the approximate dates by which the changes may occur.

4. That a required boundary line change under subd. 2. or an optional boundary line change under subd. 3. is subject to the occurrence of conditions set forth in the agreement.

5. That specified boundary lines may not be changed during the term of the agreement.

(b) The maximum term of an agreement under this subsection is 10 years. When an agreement expires, all provisions of the agreement expire, except that any boundary determined under the agreement remains in effect until subsequently changed.

(c) 1. Before an agreement under this subsection may take effect, and subject to par. (e), it must be approved by the governing body of each municipality by the adoption of a resolution. Before each municipality may adopt a resolution, each shall hold a public hearing on the agreement or both municipalities shall hold a joint public hearing on the agreement. Before the public hearing may be held, each municipality shall give notice of the pending agreement and public hearing by publishing a class 1 notice, under ch. 985, and by giving notice to each property owner whose property is currently located in that municipality and in, or immediately adjacent to, the territory whose jurisdiction will change. Notice shall be given at least 20 days before the public hearing and notice to property owners shall be made by certified mail.

2. An agreement under this subsection is subject to a referendum of the electors residing within the territory whose jurisdiction is subject to change as a result of the agreement. After each municipality approves the agreement by adoption of a resolution, each municipality shall publish the agreement in the territory whose jurisdiction is subject to change as a result of the agreement as a class 1 notice, under ch. 985. A referendum shall be

held if, within 30 days after the publication of the agreement, a petition for a referendum conforming to the requirements of s. 8.40, signed by at least 20 percent of the electors residing within the territory whose jurisdiction is subject to change as a result of the agreement is filed, in accordance with s. 8.37, with the clerk of each municipality that is a party to the agreement. The referendum shall be conducted jointly by the municipalities and shall otherwise be conducted as are annexation referenda. If the agreement is approved in the referendum, it may take effect. If the agreement is not approved in the referendum, it may not take effect.

(d) An agreement under this subsection may provide that, during the term of the agreement, no other procedure for altering a municipality's boundaries may be used to alter a boundary that is affected by the agreement, except an annexation conducted under s. 281.43 (1m), regardless of whether the boundary is proposed to be maintained or changed or is allowed to be changed under the agreement. After the agreement has expired, the boundary may be altered.

(e) A boundary change included in an agreement under this subsection shall be accomplished by the enactment of an ordinance by the governing body designated to do so in the agreement. The filing and recording requirements under s. 66.0217 (9) (a), as they apply to cities and villages under s. 66.0217 (9) (a), apply to municipalities under this subsection. The requirements for the secretary of administration under s. 66.0217 (9) (b), as they apply under that section, apply to the secretary of administration when he or she receives an ordinance that is filed under this subsection.

(f) No action to contest the validity of an agreement under this subsection may be commenced after 60 days from the date the agreement becomes effective.

(g) This subsection is the exclusive authority under this section for entering into an agreement that determines all or a portion of the common boundary line between municipalities.

(h) An agreement under this section that has been entered into before January 19, 2008, that affects the location of a boundary between municipalities, is not invalid as lacking authority under this section to affect the location of the boundary.

(7) With regard to a contract entered into under sub. (2) between 2 or more counties, which relates to the provision of services or facilities under a contract with an officer or agency of the state, the contract may not take effect unless it is approved in writing by the officer or chief of the agency that has authority over the contract for the provision of services or facilities. The contract must be approved or disapproved in writing by the officer or chief of the agency with regard to the matters within the scope of the contract for the provision of services or facilities within 90 days after receipt of the contract. Any disapproval shall detail the specific respects in which the proposed contract fails to demonstrate that the signatories intend to fulfill their contractual responsibilities or obligations. If the officer or chief of the agency fails to approve or disapprove of the contract entered into under sub. (2) within 90 days after receipt, the contract shall be considered approved by the officer or chief of the agency.

**History:** 1999 a. 150 ss. 348, 349, 352, 353; 1999 a. 167 s. 38; 2001 a. 16, 30; 2007 a. 20, 43; 2009 a. 28, 112; 2011 a. 32; 2013 a. 14; 2015 a. 55; 2017 a. 59.

**Cross-reference:** See also s. PI 14.01, Wis. adm. code.  
The plain language of sub. (6) does not limit the scope of boundary changes to only "modest" changes. The statutes provide multiple methods for altering municipal boundary lines. There is nothing absurd about the fact that the legislature might permit intergovernmental cooperation agreements to include major boundary changes without agency approval or a public referendum—at least no more absurd than the fact that a "minor" boundary change may be accomplished without agency approval or a public referendum. *City of Kaukauna v. Village of Harrison*, 2015 WI App 73, 365 Wis. 2d 181, 870 N.W.2d 680, 14-2828.

Sub. (6) (c) 1. does not expressly specify what information must be contained in the notices that are published and sent by certified mail. In contrast, numerous other statutes contained within this chapter establish specific content requirements for public notice. The legislature knows how to require specific public notice of pro-

posed boundary changes; it chose not to do so in sub. (6) (c) 1. *City of Kaukauna v. Village of Harrison*, 2015 WI App 73, 365 Wis. 2d 181, 870 N.W.2d 680, 14-2828.

Counties may enter into joint agreements to collectively furnish and fund nursing home services if the agreements do not violate federal and state Medicaid statutes and regulations prohibiting supplementation. Assessments resulting from such agreements that are computed without reference to and are not attributable to purchase of services contracts involving particular Medicaid patients would not be considered supplementation. Assessments that are computed with reference to or are attributable to purchase of services contracts involving particular Medicaid patients are not permissible. The validity of hybrid assessments that do not fit solely within either one of those two categories must be determined on a case-by-case basis. OAG 4-09.

**66.0303 Municipal interstate cooperation.** (1) In this section, "municipality" has the meaning given in s. 66.0301 (1) (a), except that with regard to agreements described in s. 66.0304, "municipality" includes a political subdivision, as defined in s. 66.0304 (1) (f).

(2) A municipality may contract with municipalities of another state or with federally recognized American Indian tribes or bands located in another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise.

(3) (a) Except as provided in par. (b) and s. 66.0825 (18), an agreement made under this section shall, prior to and as a condition precedent to taking effect, be submitted to the attorney general who shall determine whether the agreement is in proper form and compatible with the laws of this state. The attorney general shall approve any agreement submitted under this paragraph unless the attorney general finds that it does not meet the conditions set forth in this section and details in writing addressed to the concerned municipal governing bodies the specific respects in which the proposed agreement fails to meet the requirements of law. Failure to disapprove an agreement submitted under this paragraph within 90 days of its submission constitutes approval. The attorney general, upon submission of an agreement, shall transmit a copy of the agreement to the governor who shall consult with any state department or agency affected by the agreement. The governor shall forward to the attorney general any comments the governor may have concerning the agreement.

(b) An agreement under this section between a municipality of this state and a municipality of another state that relates to the receipt, furnishing, or joint exercise of fire fighting or emergency medical services need not be submitted to or approved by the attorney general before the agreement may take effect.

(4) An agreement entered into under this section has the status of an interstate compact, but in any case or controversy involving performance or interpretation of or liability under the agreement, the municipalities party to the agreement are real parties in interest and the state may commence an action to recoup or otherwise make itself whole for any damages or liability which it may incur by reason of being joined as a party. The action by the state may be maintained against any municipality whose act or omission caused or contributed to the incurring of damage or liability by the state.

**History:** 1999 a. 150 ss. 77, 355; 2001 a. 109; 2005 a. 198; 2009 a. 205, 378, 379.

**66.0304 Conduit revenue bonds.** (1) **DEFINITIONS.** In this section:

(a) "Agreement" means a contract entered into under this section by the political subdivisions which form a commission. The contract may be amended according to the terms of the contract, and the amended contract remains an agreement.

(b) "Bond" means any bond, note or other obligation issued or entered into or acquired under this section, including any refunding bond or certificate of participation or lease-purchase, installment sale, or other financing agreement.

(c) "Commission" means an entity created by two or more political subdivisions, who contract with each other under s. 66.0301 (2) or 66.0303 (2), for the purpose of issuing bonds under this section.

(d) "Member" means a party to an agreement.

(e) "Participant" means any public or private entity or unincorporated association, including a federally recognized Indian tribe or band, that contracts with a commission for the purpose of financing or refinancing a project that is owned, sponsored, or controlled by the public or private entity or unincorporated association.

(f) "Political subdivision" means any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state or office, department, authority, or agency of any such other state or territory of the United States.

(g) "Project" means any capital improvement, purchase of receivables, property, assets, commodities, bonds or other revenue streams or related assets, working capital program, or liability or other insurance program, located within or outside of this state.

(ge) "Public official" means an individual who holds, or has held, a local public office, as that term is defined in s. 19.42 (7w), for a political subdivision in this state.

(h) "Revenue" means all moneys and fees received from any source by a commission.

(2) **ATTORNEY GENERAL REVIEW.** (a) Before an agreement may take effect, the proposed agreement shall be submitted to the attorney general who shall determine whether the agreement is in proper form and compatible with the laws of this state. Subject to sub. (3) (d), the attorney general shall approve any agreement submitted under this subsection unless the attorney general finds that it does not meet the conditions set forth in this section and details in writing addressed to the concerned political subdivisions' governing bodies the specific respects in which the proposed agreement fails to meet the requirements of law. Failure to disapprove an agreement submitted under this subsection within 90 days of its submission constitutes approval. The attorney general, upon submission of an agreement, shall transmit a copy of the agreement to the governor, who may consult with any state department or agency. The governor shall forward to the attorney general any comments the governor may have concerning the agreement.

(b) No approval is required under this subsection for an amendment to an agreement to take effect, unless the amendment is to add a member or unless otherwise required by the terms of the agreement. A commission may not be dissolved under sub. (4m) without the approval of the attorney general, who shall certify to the commission and the participants that the dissolution resolution provides for the payment of any outstanding bonds or other obligations of the commission.

(3) **CREATION AND ORGANIZATION.** (a) Two or more political subdivisions may create a commission for the purpose of issuing bonds by entering into an agreement to do so under s. 66.0301 (2) or 66.0303 (2), except that upon its creation all of the initial members of a commission shall be political subdivisions that are located in this state. A commission that is created as provided in this section is a unit of government, and a body corporate and politic, that is separate and distinct from, and independent of, the state and the political subdivisions which are parties to the agreement.

(b) A commission shall be governed by a board, the members of which shall be appointed under the terms of the agreement. A majority of the board members shall be public officials or current or former employees of a political subdivision that is located in this state. Board members may be reimbursed for their actual and

## CHAPTER 755

## MUNICIPAL COURT

755.001	Definitions.	755.11	Records.
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**755.001 Definitions.** In this chapter:

- (1) "Judge" means municipal judge.
- (2) "Judicial administrative district" means the judicial administrative district having the largest portion of the population in the jurisdiction served by the judge.
- (3) "Records" mean all of the records subject to SCR chapter 72.

**History:** 1977 c. 305; 2009 a. 402.

**755.01 Option of municipality.** (1) There is created and established in and for each city, town and village, a municipal court designated "Municipal Court for the .... (city, town or village) of .... (name of municipality)". A municipal court created under this subsection is a coequal branch of the municipal government, subject to the superintending authority of the supreme court, through the chief judge of the judicial administrative district. A court shall become operative and function after January 1, 2011, when the city council, town board, or village board adopts an ordinance or bylaw providing for the election of a judge and the operation and maintenance of 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 provides written notification to the director of state courts of the adoption of the ordinance or bylaw. A permanent vacancy in the office of municipal judge shall be filled under s. 8.50 (4) (fm). Any municipal court established under this section is not a court of record. The court shall be maintained at the expense of the municipality. The municipal governing body shall determine the amount budgeted for court maintenance and operations. The budget of the municipal court shall be separate from, or contained on a separate line item from, the budget or line items of all other municipal departments, including the budget or line items of the municipal prosecuting attorney and the municipal law enforcement agency.

(2) The governing body may by ordinance or bylaw abolish the municipal court as part of a consolidation under s. 66.0229 or at the end of any term for which the judge has been elected or appointed, but only if the ordinance or bylaw abolishing the court is submitted to the appropriate filing officer under s. 5.02 (4v) (c) or to the ethics commission, 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. The governing body may not abolish the municipal court while an agreement under sub. (4) is in effect.

**NOTE:** Sub. (2) is shown as amended eff. 7-1-25 by 2023 Wis. Act 126. Prior to 7-1-25 it reads:

(2) The governing body may by ordinance or bylaw abolish the municipal court as part of a consolidation under s. 66.0229 or at the end of any term for which the judge has been elected or appointed, but only if the ordinance or bylaw abolishing the court 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 ap-

pointed. The governing body may not abolish the municipal court while an agreement under sub. (4) is in effect.

(3) A municipality may establish as many branches of municipal court as it deems necessary.

(4) Two or more cities, towns or villages of this state may enter into an agreement under s. 66.0301 for the joint exercise of the power granted under sub. (1), except that for purposes of this subsection, any agreement under s. 66.0301 shall be effected by the enactment of identical ordinances by each affected city, town or village. Electors of each municipality entering into the agreement shall be eligible to vote for the judge of the municipal court so established. If a municipality enters into an agreement with a municipality that already has a municipal court, the municipalities may provide by ordinance or resolution that the judge for the existing municipal court shall serve as the judge for the joint court until the end of the term or until a special election is held under s. 8.50 (4) (fm). Each municipality shall adopt an ordinance or bylaw under sub. (1) prior to entering into the agreement. The contracting municipalities need not be contiguous and need not all be in the same county. Upon entering into or discontinuing such an agreement, the contracting municipalities shall each transmit a certified copy of the ordinance or bylaw effecting or discontinuing the agreement to the appropriate filing officer under s. 5.02 (4v) (c) or to the ethics commission. Any court formed under this subsection, including the formation of a new court by a change in the municipalities that have entered into an agreement under s. 66.0301, shall become operative and function when the requirements under this subsection are met, 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 court provides written notification to the director of state courts. Discontinuation of an agreement under this subsection shall be effective at the end of the term for which the judge has been elected or appointed but only if the ordinance or bylaw discontinuing the agreement is submitted to the appropriate filing officer under s. 5.02 (4v) (c) or to the ethics commission 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. When a municipal judge is elected under this subsection, candidates shall be nominated by filing nomination papers under s. 8.10 (6) (bm), and shall register with the filing officer specified under s. 5.02 (4v) (c) or with the ethics commission.

**NOTE:** Sub. (4) is shown as amended eff. 7-1-25 by 2023 Wis. Act 126. Prior to 7-1-25 it reads:

(4) Two or more cities, towns or villages of this state may enter into an agreement under s. 66.0301 for the joint exercise of the power granted under sub. (1), except that for purposes of this subsection, any agreement under s. 66.0301 shall be effected by the enactment of identical ordinances by each affected city, town or village. Electors of each municipality entering into the agreement shall be eligible to vote for the judge of the municipal court so established. If a municipality enters into an agreement with a municipality that already has a municipal court, the municipalities may provide by ordinance or

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resolution that the judge for the existing municipal court shall serve as the judge for the joint court until the end of the term or until a special election is held under s. 8.50 (4) (fm). Each municipality shall adopt an ordinance or by-law under sub. (1) prior to entering into the agreement. The contracting municipalities need not be contiguous and need not all be in the same county. Upon entering into or discontinuing such an agreement, the contracting municipalities shall each transmit a certified copy of the ordinance or bylaw effecting or discontinuing the agreement to the appropriate filing officer under s. 11.0102 (1) (c). Any court formed under this subsection, including the formation of a new court by a change in the municipalities that have entered into an agreement under s. 66.0301, shall become operative and function when the requirements under this subsection are met, 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 court provides written notification to the director of state courts. Discontinuation of an agreement under this subsection shall be effective at the end of the term for which the judge has been elected or appointed but only if the ordinance or by-law discontinuing the 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. When a municipal judge is elected under this subsection, candidates shall be nominated by filing nomination papers under s. 8.10 (6) (bm), and shall register with the filing officer specified in s. 11.0102 (1) (c).

**History:** 1977 c. 187 s. 94; 1977 c. 305; Stats. 1977 s. 755.01; 1985 a. 89, 304; 1987 a. 389; 1989 a. 274; 1997 a. 208; 1999 a. 150 s. 672; 1999 a. 182; 2001 a. 109; 2009 a. 402; 2015 a. 117; 2017 a. 366; 2019 a. 70; 2023 a. 126.

**755.02 Term.** The judges shall be elected at large for a term of 4 years unless a different term, not exceeding 4 years nor less than 2 years, is provided by charter ordinance enacted under s. 66.0101. The term shall commence on May 1 of the year of the judge's election.

**History:** 1977 c. 187 s. 94; 1977 c. 273, 305, 447; Stats. 1977 s. 755.02; 2009 a. 402.

**755.03 Oath and bond.** (1) The judge shall, after election or appointment, take and file the official oath as prescribed in s. 757.02 (1) and at the same time, if required to do so by a city's, village's, or town's governing body, execute and file an official bond in an amount to be fixed by the governing body. If the governing body does not require the judge to execute and file an official bond, the governing body shall obtain a dishonesty insurance policy or other appropriate insurance policy that covers the judge, in an amount fixed by the governing body, in lieu of the bond requirement. The governing body shall pay the costs of the bond or insurance policy. No judge may act as such until he or she has complied with the requirements of sub. (2).

(2) Within 10 days after a municipal judge takes the oath, the judge shall file the oath and, if required to do so as described in sub. (1), the official bond with the clerk of the city, town or village where the judge was elected or appointed. If the municipal judge is elected under s. 755.01 (4), the judge shall file copies of the oath and bond with each applicable municipal clerk. The judge shall file a certified copy of the oath with the office of director of state courts within the 10-day time period after the judge takes the oath.

**History:** 1977 c. 187 s. 94; 1977 c. 305; Stats. 1977 s. 755.03; Sup. Ct. Order, 88 Wis. 2d xiii (1979); 1983 a. 192; 1985 a. 89, 304; 2009 a. 402; 2017 a. 51; 2019 a. 113.

**755.04 Salary.** The governing body shall fix a salary for the judge. The salary may be increased by the governing body before the start of the 2nd or a subsequent year of service of the term of the judge, but shall not be decreased during a term. The salary of a municipal judge who is designated or appointed under s. 8.50 (4) (fm) or 800.06 shall be determined by contract between the municipality and the judge. The judge may not serve until the contract is entered into. Salaries may be paid annually or in equal installments as determined by the governing body, but no judge may be paid a salary for any time during the term during which the judge has not executed and filed his or her official bond or official oath, as required by s. 755.03.

**History:** 1977 c. 187 s. 94; 1977 c. 305 s. 64; Stats. 1977 s. 755.04; 1985 a. 304; 2009 a. 402.

**755.045 Jurisdiction.** (1) A municipal court has exclusive jurisdiction over an action in which a municipality seeks to impose forfeitures for violations of municipal ordinances of the municipality that operates the court, except as follows:

(a) If the action is transferred under s. 800.035 (5) (c) or 800.05 (3) to a court of record.

(b) If equitable relief is demanded the plaintiff shall bring the action in a court of record.

(c) Whenever the municipal court of a 1st class city in any county having a population of 750,000 or more is not in session, the circuit court has concurrent jurisdiction to hear municipal court cases.

(2) A municipal judge may issue civil warrants to enforce matters which are under the jurisdiction of the municipal court, as provided in ch. 800. Municipal judges are also authorized to issue inspection warrants under s. 66.0119.

(3) A municipal judge may order the payment of restitution for violations of ordinances that prohibit conduct that is the same as or similar to conduct prohibited by state statute punishable by fine or imprisonment or both. The judge shall use the restitution procedure under s. 800.093.

**History:** 1977 c. 187 s. 94; 1977 c. 305; Stats. 1977 s. 755.045; 1979 c. 32 s. 92 (17); 1985 a. 179; 1989 a. 261; 1991 a. 40; 1999 a. 150; 2009 a. 402; 2017 a. 207 s. 5.

**755.05 Territorial jurisdiction.** Every judge has statewide jurisdiction as authorized by this chapter and ch. 800.

**History:** 1977 c. 187 s. 94; 1977 c. 305 s. 64; Stats. 1977 s. 755.05; 1985 a. 89; 2009 a. 402.

**755.06 Sessions of court.** The municipal court shall be open daily or as determined by the judge and approved by the governing body.

**History:** 1977 c. 187 s. 94; Stats. 1977 s. 755.06; 1983 a. 192 s. 303 (4); 2009 a. 402.

**755.09 Office, where kept.** (1) The governing body of the city, village, or town shall provide the judge with an office or appropriate work space other than at a place prohibited under sub. (2).

(2) No judge may keep his or her office or hold court in any tavern, or in any room in which intoxicating liquors are sold, or in any room connecting with a tavern or room in which intoxicating liquors are sold.

**History:** 1977 c. 187 s. 94; 1977 c. 305 s. 64; Stats. 1977 s. 755.09; 1997 a. 27; 2009 a. 402.

**755.10 Employees.** (1) Except as provided in sub. (2), the judge shall in writing appoint the personnel that are authorized by the council or board. The council or board shall authorize at least one clerk for each court. Except as provided in sub. (2), the hiring, termination, hours of employment, and work responsibilities of the court personnel, when working during hours assigned to the court, shall be under the judge's authority. Their salaries shall be fixed by the council or board. The clerks shall, before entering upon the duties of their offices, take the oath provided by s. 19.01 and give a bond if required by the council or board. The cost of the bond shall be paid by the municipality. Oaths and bonds of the clerks shall be filed with the municipal clerk.

(2) In the municipal court located in the city of Milwaukee the court administrator shall in writing appoint the personnel that are authorized by the council or board. In the municipal court located in the city of Milwaukee the hiring, termination, hours of employment, and work responsibilities of the court personnel, when working during hours assigned to the court, shall be under the court administrator's authority.

**History:** 1977 c. 187 s. 94; Stats. 1977 s. 755.10; 1983 a. 192 s. 303 (4); 2009 a. 402; 2011 a. 260 s. 80.

**755.11 Records.** Every judge shall file and keep together all

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records in an action separate from all other records. The judge shall store all records in the office of the court clerk or in another appropriate facility designated by the council or board. Access to the records shall be restricted to court personnel except as authorized by the judge or by law. Nothing in this section is intended to restrict the ability of counsel or parties to read the records. The purchase or implementation of any electronic records management system used by the court shall be approved by the judge.

**History:** 1977 c. 187 s. 94; Stats. 1977 s. 755.11; 1983 a. 192 s. 303 (4); 2009 a. 402.

**755.12 Delivery of books to municipal clerk.** When a municipal court ceases to operate, the court records, books of account, case files, moneys and bonds belonging to the court shall be delivered to the municipal clerk within 10 days after the vacancy occurs by the person who is in possession. If the municipal court was established under s. 755.01 (4), the person shall separate the court records, books, files, moneys and bonds according to the municipalities involved and deliver them to the appropriate municipal clerk.

**History:** 1977 c. 187 s. 94; Stats. 1977 s. 755.12; 1985 a. 89; 1995 a. 224.

**755.13 Books demanded by municipal clerk.** If any materials which should be delivered to the municipal clerk under s. 755.12 are not delivered within the time specified, the municipal clerk shall demand their delivery and may by action compel delivery.

**History:** 1977 c. 187 ss. 94, 135; Stats. 1977 s. 755.13.

**755.14 Duty of clerk on receipt of books.** (1) When the municipal clerk receives the court records, books of account and case files of a municipal court which has ceased to operate, he or she shall within 10 days dispose of them as follows:

(a) Deliver them to the clerk of the circuit court of that county if the municipality in which the municipal court was located was within one county.

(b) Deliver the case files of the pending and appealable cases to the clerk of circuit court of the county where the court held office and certified copies of the court records for the past 12 months to the clerk of circuit court of every county in which the municipality lies, if the municipality in which the municipal court was located is in more than one county.

(2) For any pending or appealable cases, the bail shall be delivered along with the case file to the proper clerk of court. Any other moneys received under sub. (1) shall be delivered to the municipal treasurer as provided in s. 800.10 (2).

**History:** 1977 c. 187 s. 94; 1977 c. 305 s. 65; 1977 c. 449 s. 497; Stats. 1977 s. 755.14; 1979 c. 32 s. 92 (17); 1981 c. 317 s. 2202; 1993 a. 246; 1995 a. 224.

**755.15 Pending actions triable by court which receives books.** When any action is pending before a judge at the time his or her office becomes vacant and his or her books and records have been delivered to the circuit court, it may try the action and enter judgment as though the action was begun before it.

**History:** 1977 c. 187 s. 94; 1977 c. 305 s. 64; 1977 c. 449 s. 497; Stats. 1977 s. 755.15; 2009 a. 402.

**755.16 Continuance on vacancy; notice of trial.** All actions before any judge undetermined or appealable when his or her office becomes vacant are continued until the expiration of 10 days from the time when his or her books and records were delivered to the circuit court. The court shall give 3 days' notice to the parties to the action.

**History:** 1977 c. 187 s. 94; 1977 c. 305 s. 64; 1977 c. 449 s. 497; Stats. 1977 s. 755.16; 2009 a. 402.

**755.17 Municipal court decorum and facilities.** (1) A municipal judge shall wear a black robe while presiding in a municipal court except when exceptional circumstances exist.

(1m) The clerk of the municipal court shall be attired in appropriate clothing and may not, while performing municipal court functions, wear anything that implies or indicates that he or she is a law enforcement officer or employee of a law enforcement agency.

(2) The governing body of the city, village, or town shall provide a courtroom for a municipal court, which shall be in an adequate facility. The courtroom shall be in a public building if a suitable public building is available within the municipality and shall be located in an area separate from the police department by design or signage. The courtroom shall be designed and furnished to create and promote the proper atmosphere of dignity, safety, and decorum for the operation of the court. Upon request of the municipal judge, the governing body shall provide an armed guard or officer for court sessions.

(3) All personnel employed by the court shall be located in an area separate and distinct from the police department by design or signage.

(4) Every municipal court shall have a telephone number or extension separate from the telephone number or extension of any other governmental department.

**History:** 1977 c. 305; 2009 a. 402; 2019 a. 70.

**755.18 Municipal judge and court clerk training.** (1) Municipal court clerks and judges shall participate in a program of continuing education as required by the supreme court.

(2) Municipalities shall bear the cost of programs under sub. (1) provided by the court. All moneys collected by the supreme court under this section shall be deposited in s. 20.680 (2) (i).

(3) This section does not apply to a municipal judge appointed under s. 8.50 (4) (fm) nor to a former municipal judge or former circuit judge to whom cases are assigned under s. 800.06 during the 6-month period following the date on which the judge receives his or her initial assignment.

**History:** 1983 a. 27; 1985 a. 304; 2009 a. 402.

**755.19 Municipal court commissioners.** (1) APPOINTMENT. First class cities may create the office of municipal court commissioner. The municipal court commissioner shall be an attorney licensed to practice in this state and shall complete annual educational credits consistent with supreme court requirements for municipal judges. The common council shall establish the number of positions and set the term, the additional qualifications and the compensation for the office. The presiding judge of the municipal court shall be the appointing authority and may terminate the employment of a municipal court commissioner at will and without cause. The municipal court commissioner shall be supervised by the judge whose cases the commissioner is hearing. Each municipal court commissioner shall take and file the official oath in the office of the clerk of the municipal court of the 1st class city for which appointed before performing any duty of the office.

(2) POWERS AND DUTIES. Under the supervision of a municipal judge, a municipal court commissioner may do all of the following:

(a) Under ss. 800.035 and 800.095 (1), conduct initial appearances and receive noncontested forfeiture pleas, order the revocation or suspension of driving privileges and impose forfeitures, impose community service and restitution according to the schedule adopted by the municipal court where appointed, and issue dispositional and sanction orders pursuant to ch. 938.

(b) Issue warrants for those who do not appear as scheduled or as summoned.

(c) Conduct hearings on warrant returns.

(d) Schedule indigency hearings.

(e) Make a finding on the indigency of defendants.

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(f) Enforce alternative judgments for failure to comply with court orders.

(g) Conduct court proceedings and exercise any power authorized by statute.

**(3) NEW HEARINGS AND APPEALS OF MUNICIPAL COURT COMMISSIONER RULINGS.** A motion for a new hearing or appeal of a contested ruling by a municipal court commissioner shall be filed with the municipal court no later than the 20th day after the commissioner makes the ruling. The motion shall be heard by the supervising municipal judge under the procedure consistent with the procedure adopted by the judicial district on motions to reopen judgments before the municipal court. Nothing in this subsection shall be construed as altering the time periods for filing a notice of appeal from a final judgment or filing a motion of relief from judgment.

**History:** 1997 a. 27; 2009 a. 402.

**755.21 Collection.** The governing body or court may con-

tract with a collection agency for the collection of unpaid forfeitures, assessments, and surcharges under s. 66.0114 (1) (a). Collection under this section may not begin until the court refers the case to the collection agency. The contract shall provide that the collection agency shall be paid from the proceeds recovered by the collection agency. For each violation for which a forfeiture, assessment, or surcharge is imposed, the municipal court shall determine the amount to be distributed to each entity under s. 66.0114 (1) (bm) and (3) (b) and (c) as follows:

**(1)** Calculate the percentage of the total violation amount to which the entity is entitled before the collection agency is paid.

**(2)** Subtract from the amount collected for the violation the amount paid to the collection agency to collect the violation amount.

**(3)** Multiply the remainder under sub. (2) by the percentage under sub. (1).

**History:** 2003 a. 140; 2005 a. 305; 2009 a. 402.