

2024 VILLAGE BOARD – VILLAGE OF THERESA

ORDINANCE #: 2024-05

**AN ORDINANCE TO CREATE A JOINT MUNICIPAL COURT
FOR THE CITY OF FOX LAKE, THE VILLAGE OF BROWNSVILLE,
THE VILLAGE OF LOMIRA, VILLAGE OF IRON RIDGE, AND
VILLAGE OF THERESA**

The Village Board of the Village of Theresa, Dodge County, Wisconsin, do ordain as follows:

SECTION 1: An Ordinance entitled “Joint Municipal Court” is hereby created to read as follows:

JOINT MUNICIPAL COURT

1. Joint Municipal Court Created. Pursuant to Chapter 755, Wisconsin Statutes, there is hereby created and established a Municipal Court designated “Joint Municipal Court for the City of Fox Lake, the Village of Brownsville, and the Village of Lomira, Village of Iron Ridge, and Village of Theresa” (hereafter known as “Joint Municipal Court”) presided over by a Municipal Judge. The Joint Municipal Court may also be referred to as the Fox Lake Municipal Court.
2. Creation of Municipal Court Committee. Each of the participating municipalities shall appoint one member and one alternate member to the Municipal Court Committee. The purpose of said committee shall be to facilitate the orderly administration and communication between the Municipal Judge and the participating members.
3. Creation and Qualification of the Position of Municipal Judge. Pursuant to Chapter 755, Wisconsin Statutes, the office of Municipal Judge is hereby created. Eligibility for the office of Municipal Judge shall be as follows: To be eligible for the office of Municipal Judge, a person must be a qualified elector in the City of Fox Lake, the Village of Brownsville, the Village of Lomira, Village of Iron Ridge, or and Village of Theresa.
4. Election and Term of Municipal Judge. Pursuant to Section 755.01(4), Wisconsin Statutes, the municipal judge for the existing municipal court shall serve as Municipal Judge for the Joint Municipal Court until the end of the term which expires April 30, 2024. The Municipal Judge must run for election in the spring, 2024 election at large for the term following that present term (which expires April 30, 2024), for a 4 year term, commencing on May 1 after his/her election. Electors from the City of Fox Lake, the Village of Brownsville, the

Village of Lomira, Village of Iron Ridge, and Village of Theresa shall be eligible to vote for the Municipal Judge of the Joint Municipal Court.

5. Creation of the Position of Court Clerk of the Municipal Court. Pursuant to Chapter 755, Wisconsin Statutes, the office of the Court Clerk of the Municipal Court is hereby created. Said clerk shall take the position upon agreement of the Municipal Judge. Training and compensation of said clerk shall be as determined by the Municipal Court Committee.
6. Salary of Municipal Judge. The Municipal Judge shall receive a fixed salary and Municipal Judge's training pursuant to Section 755.18, Wisconsin Statutes, the salary to be determined by the Municipal Court Committee, subject to Section 755.04, Wisconsin Statutes, which shall be in lieu of fees and costs. The salary shall be paid monthly. No salary shall be paid to the Municipal Judge anytime during his or her term for which he or she has not executed and filed the official bond and oath as required by subsection (7) of this section.
7. Bond and Oath of Municipal Judge. The Municipal Judge shall, after election or appointment to fill a vacancy, take and file the Official Oath as prescribed in section 757.02(1), Wisconsin Statutes, Pursuant to Section 755.03, Wisconsin Statutes, with the Clerk of the Circuit Court for Dodge County, and at the same time, shall execute and file an official bond.
8. Bond and Oath of Municipal Court Clerk. The Municipal Court Clerk shall, before entering upon the duties of the office, take and file the Official Oath as prescribed in section 19.01, Wisconsin Statutes, with the City Clerk of the City of Fox Lake and at the same time, shall execute and file an official bond. The City Clerk of the City of Fox Lake will provide file copies to the (Village of Brownsville.) *ALL*
9. Jurisdiction of Municipal Judge. The Municipal Judge shall have jurisdiction as provided by the Statutes and laws of the State of Wisconsin and pursuant to Section 755.045, Wisconsin Statutes.
10. Procedures of Joint Municipal Court.
 - A. The Joint Municipal Court shall be open as determined by the order of the Municipal Judge.
 - B. The Joint Municipal Court shall be held in the Council Chambers which is located in the City of Fox Lake City Hall.
 - C. The procedure in Joint Municipal Court shall be as provided by the Statutes and Laws of Wisconsin.

D. The Municipal Judge and/or his designated Court Clerk shall make daily deposits of all forfeitures, fees, penalties, assessments and costs collected in any action or proceeding before the Joint Municipal Court. These deposits will be made to the designated bank account as determined by the Joint Municipal Court Committee.

11. Contempt in Joint Municipal Court. The Municipal Judge may impose a sanction as authorized under Section 800.12 (2) Wisconsin Statutes, for Contempt of Court as defined in Section 785.01(1). Wisconsin Statutes, in accordance with the procedures under Section 785.03, Wisconsin Statutes.

Section 2. All ordinances or parts of ordinances contravening or inconsistent with the provisions of this ordinance be and are hereby repealed.

Section 3. The City of Fox Lake, the Village of Brownsville, the Village of Lomira, Village of Iron Ridge, and Village of Theresa shall enter into agreement for the operation of the Municipal Court upon mutually agreeable terms.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage herein by the Village of Brownsville and passage of an identical ordinance by the City of Fox Lake, the Village of Lomira, Village of Iron Ridge, and Village of Theresa, and upon publication as required by law, to take effect on the first day of the month following adoption of such identical ordinance by the last of the two municipalities to do so.

Adopted by the Village Board of the Village of Theresa, Wisconsin on May 20, 2024.

VILLAGE OF THERESA

By: Jody Steger
Jody Steger, President

Attest:

Becky Tellier
Becky Tellier, Clerk

JOINT OPERATIONS AGREEMENT

The following is the joint agreement between the City of Fox Lake, the Village of Brownsville, the Village of Lomira, the Village of Iron Ridge, and the Village of Theresa (hereafter "Agreement") for the operation of the Joint Municipal Court for the City of Fox Lake, the Village of Brownsville, the Village of Lomira, the Village of Iron Ridge, and the Village of Theresa:

**Joint Municipal Court for the City of Fox Lake,
the Village of Brownsville, the Village of Lomira,
the Village of Iron Ridge, and
the Village of Theresa - Joint Operations Agreement**

This Agreement is made between the City of Fox Lake, the Village of Brownsville, the Village of Lomira, the Village of Iron Ridge and the Village of Theresa, all Wisconsin municipal corporations located in Dodge County, Wisconsin.

WHEREAS, The City of Fox Lake, the Village of Brownsville, the Village of Lomira, the Village of Iron Ridge, and the Village of Theresa have enacted identical ordinances creating a Joint Municipal Court for the City of Fox Lake, the Village of Brownsville, the Village of Lomira, the Village of Iron Ridge, and the Village of Theresa pursuant to the authority granted by Sec. 755.01(4) and 66.0301 Wis. Stats, and

WHEREAS, it is desirable for the parties to enter into an agreement to specify the terms and conditions for the operation of the Joint Municipal Court for the City of Fox Lake, the Village of Brownsville, the Village of Lomira, the Village of Iron Ridge, and the Village of Theresa (hereafter Joint Municipal Court);

IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL: The Joint Municipal Court shall be organized and shall operate pursuant to Chapter 755 of the Wisconsin Statutes, pursuant to identical ordinances adopted by the City of Fox Lake, the Village of Brownsville, the Village of Lomira, the Village of Iron Ridge, and the Village of Theresa and the terms of this Agreement. In the event of any conflicts, the provisions of Wisconsin Statutes shall prevail.
2. LEAD AGENCY: The City of Fox Lake shall act as the lead agency for the purpose of administering the operations of the Joint Municipal Court. As such, any employees of the Joint Municipal Court, including the Judge, shall be City of Fox Lake employees.
3. ORGANIZATION: Except for matters required by statute to be determined by the respective municipalities, the general operation of the Joint Municipal Court shall be determined by the Joint Municipal Court Committee and the Judge.

4. JOINT MUNICIPAL COURT COMMITTEE:

- a. **Composition.** The Joint Municipal Court Committee shall be comprised of one representative of each municipality, to serve on the committee for a term of one year. In order to assure participation and continuity of representation, each municipality may appoint an alternate representative who shall act on committee matters in the absence of the representative. The Municipal Court Judge shall be a member of the Municipal Court Committee, but shall only vote to break a tie. A Police Chief (or Village Marshal) from one of the participating municipalities shall be one of the above members (representatives) of the Joint Municipal Court Committee and shall rotate between the municipalities annually.
- b. **Powers and Duties.** The Municipal Court Committee shall, with the assistance of the Judge and/or Joint Municipal Court Clerk, prepare an annual budget for the operation of the Joint Municipal Court. An annual audit of Joint Municipal Court accounts shall be completed in conjunction with the annual audit conducted by the City of Fox Lake.
- c. **Voting and Procedures.** The Municipal Court Committee shall be governed by Roberts Rules of Order and a majority vote of all representatives of the Joint Municipal Court Committee shall be required to adopt motion or resolution. In the event of a tie vote, the Municipal Judge shall have the authority to vote to break such tie.

5. JOINT MUNICIPAL COURT LOCATION AND HOURS: The Joint Municipal Court's offices shall operate out of the City Hall of the City of Fox Lake. Initial appearances, trials, and other Joint Municipal Court proceedings shall be set at such places and times as the Joint Municipal Court may set from time to time. Joint Municipal Court hours shall be set by the Municipal Judge consistent with the terms of the identical ordinances creating the Joint Municipal Court.

6. BOND SCHEDULE: The parties to this agreement shall adopt uniform bond schedules for violations of ordinances within their municipal boundaries. The State of Wisconsin Revised Uniform Traffic Deposit Schedule shall be used for violations listed therein, as modified to provide for Joint Municipal Court costs and fees. The City of Fox Lake, the Village of Brownsville, the Village of Lomira, the Village of Iron Ridge, the Village of Theresa shall adopt the highest allowed Joint Municipal Court costs as provided for in Sec. 814.65 Wis. Stats.

7. BOND / FORFEITURE PAYMENT: Bond amounts, as stated on the citation, and Joint Municipal Court judgments may be paid to the Joint Municipal Court by mail or in person at 248 E. State Street, Fox Lake, Wisconsin 53933.

8. JOINT MUNICIPAL COURT BUDGET PROCESS:

- a. BUDGETING: The Joint Municipal Court shall prepare its annual budget and submit it to the City and Villages as part of the City and Villages annual budgeting process.

- b. FUNDING: All Joint Municipal Court operation expenses shall be paid solely through the Joint Municipal Court budget as established by the Municipal Court Committee and approved by the respective municipalities. The only ongoing obligation of the Villages will be the statutory court fee for each citation, in effect at the time of issuance, which is paid to the Joint Municipal Court.
- c. JOINT MUNICIPAL COURT CLERK: Salary and Expenses. The salary paid to the Joint Municipal Court clerk shall be established in the Joint Municipal Court budget. The Joint Municipal Court clerk shall keep accurate records of time spent on Joint Municipal Court matters.
- d. JOINT MUNICIPAL COURT COSTS: All Joint Municipal Court costs and other fees collected by the Joint Municipal Court shall be retained by the Fox Lake Joint Municipal Court.
- e. FORFEITURES: All forfeitures paid to the Joint Municipal Court under a judgment shall be deposited biweekly to a designated bank account at the financial institution selected by the City of Fox Lake and approved by the Municipal Court Committee. The Joint Municipal Court Clerk shall maintain a complete record of deposits and expenditures including, without limitation, the title of the action, offense for which the forfeiture was imposed and the total amount of the forfeiture, fees, penalty assessments and costs, if any. The Joint Municipal Court Clerk shall prepare a monthly listing of the funds that are due to be disbursed as provided in §814.75, 167.31(5) and 346.655, Wis. Stats. All forfeitures shall be disbursed by the clerk at least monthly to the municipality for which the judgment was entered.
- f. ACCOUNTING PROCESS:
 - 1. The City of Fox Lake shall create segregated accounts for each municipality and maintain adequate records to account for the budgeted income and expenditures.
 - 2. The City of Fox Lake is authorized to make all disbursements provided for in the budget.
 - 3. The Joint Municipal Court shall perform all collection activities for the City of Fox Lake, the Village of Brownsville, the Village of Lomira, the Village of Iron Ridge, the Village of Theresa without giving preference to one over the other.
- 9. CONTRACT ADMINISTRATION AND AMENDMENTS: The affirmative vote of the participating municipalities shall be required to adopt any resolution pertaining to the operation of the Fox Lake Joint Municipal Court, or amending this Agreement.
- 10. TERMINATION:

Any of the participating municipalities may elect to terminate this agreement upon giving notice in writing to the Judge no later than August 31st of any year. Upon giving such notice, this agreement and the municipalities participation in the Joint Municipal Court

shall terminate and the end of the said year. Pursuant to § 755.01(2), Wis. Stats., no municipality may abolish the Joint Municipal Court while this Agreement is in effect.

11. This Agreement shall go into effect 1) upon approval and signature of the parties herein and 2) upon approval and the taking effect of the identical ordinances creating the Joint Municipal Court. This agreement replaces any previous Joint Operations Agreement involving any of the affected municipalities, as applicable.

IN WITNESS WHEREOF, and following approval of this agreement by resolution of the City of Fox Lake Common Council, the City of Fox Lake hereby approves and executes this Agreement this _____ day of _____, 2024.

CITY OF FOX LAKE

By: _____
Thomas R. Bednarek, Mayor

Attest:

Jenny Quirk, Clerk

The balance of this page was intentionally left blank. Additional signature to follow on next page.

IN WITNESS WHEREOF, and following approval of this agreement by resolution of the Village Board, the Village of Theresa hereby approves and executes this Agreement this 20th day of May, 2024.

VILLAGE OF THERESA

By: Jody Steger
Jody Steger, President

Attest:

Becky Tellier
Becky Tellier, Clerk

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