

**MEETING NOTICE**

**MUNICIPAL COURT COMMITTEE**

**DATE: THURSDAY, SEPTEMBER 20, 2018**

**TIME: 6:30 P.M.**

**PLACE: RANDOLPH VILLAGE HALL  
248 W STROUD STREET**

**AMENDED AGENDA:**

1. Call Meeting to Order.
2. Roll Call.
3. Approve the Agenda.
4. Approve the 8/29/2018 Minutes.
5. Discuss fax from Columbus dated 8/31/2018.
6. Discuss letters and attachments from Chief Judge, William E. Hanrahan.
7. Approve amended Agreement.
8. Discuss part-time clerk's assistant.
9. Approve amended budget.
10. Discuss/possible action allowing Wyocena to join court.
11. Adjourn.

**TO: VILLAGE/CITY CLERKS:**

**PLEASE POST THIS NOTICE IN THE VILLAGE/CITY HALL AS WELL AS FORWARD TO THE REPRESENTATIVE ON YOUR BOARD THAT IS A MEMBER OF THE COURT COMMITTEE.**

**COURT COMMITTEE MINUTES**  
**EASTERN COLUMBIA COUNTY JOINT MUNICIPAL COURT COMMITTEE**  
**MEETING: WEDNESDAY, AUGUST 29, 2018; 6:30 PM**  
**RANDOLPH FIRE DEPARTMENT**

**Roll Call:** Present: Chairperson, Chief Mike Klavekoske, Jeff Slotten (Fall River), Ken Ireland (Randolph), James Olrick (Rio), Darren Schroeder (Town of Columbus), Dave Hutchinson (Village of Poynette), Michael Haynes (Village of Pardeeville), Steve Williams, (Village of Friesland), Andy Traxler, (City of Columbus), Eric Hansen, (City of Lodi). Arriving after roll call vote was Marty Stringfield, (Village of Cambria).

Non-voting Members: Clerk Karen Schmitt, Bookkeeper Marie Abegglen, Judge William Breunig, Deb Wells, Westra & Tillema, Patrick Vander Sanden, Chief Van Gysel, Lt. Dennis Weiner.

**Approve Agenda:** Motion by James Brooks, seconded by Jeff Slotten to approve the agenda. The motion carried by unanimous voice vote.

**Approve the 7/31/2018 Minutes.** Motion to approve the 7/31/2018 Minutes by Ken Ireland, seconded by Jeff Slotten. The motion carried by unanimous voice vote.

**2017 Review by Deb Wells, Westra, Tillema & O'Connor:** The retained earnings for 2017 were \$30,104.68. Revenues went up 18% from 2016 to 2017. Municipalities that had a decrease were Columbus and Lodi.

**Review Proposed Changes to Bylaws:** Bylaw changes presented in two ways: 1) A representative from a member municipality would be chairperson and rotate alphabetically by municipality; or 2) the Judge would be the continuous chairperson.

Discussion: It would be better for a representative to be chairperson as opposed to the Judge for more neutrality. Exact wording of Bylaws:

3. Municipal Court Committee.
  - (a) Composition. The Municipal Court Committee shall be comprised of one representative of each Member Municipality that chooses to appoint a voting representative to the committee who shall be appointed by the Mayor, President or Chairman of the Member Municipality, subject to confirmation by the respective governing body. The Chairman of the Committee will be a representative from a member municipality and will rotate on an annual basis, alphabetically, starting with the representative from Rio for 2019. If a representative cannot fulfill or chooses not to fulfill the obligation of committee chairperson for any reason, then the position of Chairperson goes to the next municipality, alphabetically.

Motion to approve the Bylaw changes as stated above in 3(a) by James Olrick, seconded by Andy Traxler. All in favor – aye- motion carried.

Discussion about what constitutes a quorum.

Bylaws 3(c) Voting and Procedure.

Voting and Procedure. The Municipal Court committee shall be governed by Roberts Rule of Order and a majority vote of all representatives of the Municipal Court Committee shall be required to adopt any motion or resolution. **A quorum of voting members or alternates shall be present to vote on any motion or resolution. A quorum consists of 50% plus 1 voting member.**

Motion to approve the definition of quorum as stated in Bylaws 3(c) above made by David Hutchinson, seconded by James Olrick. All in favor-aye-motion carried.

**Review 8/23/2018 letter to terminate contract with ECCJMC by the Village of Dane.**

Discussion: No action taken. It was discussed that their reason for leaving is that the Village of Dane disbanded their police department and contracted with the Dane County Sheriff's Department and will join a municipal court in Dane County.

**Review/Approve the attached Agreement provided by the City of Columbus:**

Discussion: Patrick Vander Sanden explains the Agreement and that all the conditions asked for in the 7/31/2018 meeting have been approved. Jeff Sloten is concerned that we are trying to change something that is working very well. Eric Hansen asks Patrick Vander Sanden if Columbus will leave the court if we don't move to Columbus. Andy Traxler states that there has not been any discussion regarding this.

Motion by James Olrick to approve the Agreement provided by the City of Columbus. Seconded by Andy Traxler. Roll call vote:

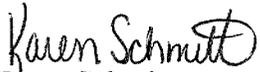
City of Columbus	Yes
Town of Columbus	Yes
Village of Fall River	No
Village of Randolph	No
Village of Rio	Yes
Village of Pardeeville	No
Village of Cambria	No
Village of Poynette	Yes
City of Lodi	No
Town of Lodi	Yes
Village of Friesland	No

Motion denied.

**Proposed 2019 Budget and hiring a part-time clerk assistant.** Motion to approve the attached budget with 2% wage increase for the Court Clerk and the Judge and for a part-time clerk to be hired in 2019 at \$11,000.00/yr. (cap) by James Brooks, seconded by Steve Williams. All in favor-aye-motion carried.

Motion to adjourn by Ken Ireland, seconded by Dave Hutchinson. Meeting adjourned at approximately 9:15PM.

Sincerely,

  
Karen Schmitt,  
Municipal Court Clerk



August 31, 2018

Honorable Judge William M. Breunig  
Eastern Columbia County Joint Municipal Court  
248 W. Stroud Street  
Randolph, WI 53956

Dear Judge Breunig,

This letter is to provide notice to the Eastern Columbia County Joint Municipal Court that the City of Columbus will be withdrawing from the Court effective January 1, 2019.

On August 31, 2018 the Columbus City Council approved a motion to withdraw from the Court, and with this action I was directed to present this information to you.

Columbus has appreciated the partnership with the ECCJMC since its inception and appreciates your service to the City as the presiding Judge to the Court.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick B. Vander Sanden".

**Patrick B. Vander Sanden**

City Administrator  
Columbus, Wisconsin

**City of Columbus**

105 N. Dickason Blvd. ♦ Columbus, WI 53925-1565  
920-623-5900 ♦ fax 920-623-5901 ♦ [www.cityofcolumbuswi.com](http://www.cityofcolumbuswi.com)

WILLIAM E. HANRAHAN  
Chief Judge  
Dane County Courthouse  
215 S Hamilton Street  
Madison WI 53703  
Telephone (608) 266-4700

STATE OF WISCONSIN

## FIFTH JUDICIAL DISTRICT

THOMAS J. VALE  
Deputy Chief Judge  
Green County Courthouse  
2841 6<sup>th</sup> Street  
Monroe WI 53566  
Telephone (608) 328-9573

215 S. HAMILTON STREET  
MADISON, WISCONSIN 53703-3295  
FAX (608) 283-4940

THERESA OWENS  
District Court Administrator  
Dane County Courthouse  
215 S Hamilton Street, Rm 6111  
Madison, WI 53703  
Telephone: (608) 267-8820



September 17, 2018

City of Columbus  
Office of City Administrator  
Mr. Patrick Vander Sanden (sent via email [pvandersanden@columbuswi.us](mailto:pvandersanden@columbuswi.us))  
105 N. Dickason Blvd.  
Columbus, WI 53925

RE: City of Columbus Municipal Court

Dear Mr. Patrick Vander Sanden,

It has been brought to my attention as the Chief Judge of the Fifth Judicial District that the City of Columbus has provided notice to withdraw at the end of this year from the Eastern Columbia County Joint Court and adopt its own separate municipal court.

After reading your notice and intergovernmental agreement, I reviewed the Wisconsin Court of Appeals opinion in State ex rel. Village of Rosendale v. Wirtz, No. 2015AP1683-W (Wis. Ct. App. Sept. 15, 2015) and the Government Accountability Board opinion dated June 19, 2015, regarding withdrawal from a multijurisdictional municipal court.

I also reviewed Chapter 755 of the Wisconsin Statutes. Section 755.01(2) of the Wisconsin statutes provides that a governing body may abolish a municipal court at the end of a term for which a judge has been elected. Section 755.02 sets forth a four-year term for judges. Further, section 755.01(4) provides that upon discontinuing a multidistrict agreement a municipality shall transmit a certified copy of the ordinance to the appropriate filing officer under section 11.02(3e) and to the Director of State Courts. There are further provisions in that section regarding filing nomination papers for candidacy.

As noted, the various provisions of Chapter 755 when read together suggest that the term of the municipal judge is important. I believe the policies behind Chapter 755 are such that a legislative body lacks the authority to terminate a duly elected judge and create a separate municipal court. From the perspective of the voters in the City of Columbus, termination of the city's participation in the Eastern Columbia County Joint Court is no different than the abolition of the court and judge elected. I believe that while the institution of a different court by a municipality is possible, it must be one at the end of the term.

Based on all of the foregoing, it is my opinion the City of Columbus may not withdraw from the Eastern Columbia County Joint Court until the conclusion of Judge Breunig's term. I cannot certify the City of Columbus' separate municipal court because I believe the city needs to withdraw at the end of Judge Breunig's term, which is April 30, 2019.

Sincerely,

William E. Hanrahan  
Chief Judge, Fifth Judicial District

Attachments

Copy to: Director of State Courts  
Eastern Columbia County Joint Court  
District Court Administrator

WILLIAM E. HANRAHAN  
Chief Judge  
Dane County Courthouse  
215 S Hamilton Street  
Madison WI 53703  
Telephone (608) 266-4700

STATE OF WISCONSIN

## FIFTH JUDICIAL DISTRICT

THOMAS J. VALE  
Deputy Chief Judge  
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2841 6<sup>th</sup> Street  
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District Court Administrator  
Dane County Courthouse  
215 S Hamilton Street, Rm 6111  
Madison, WI 53703  
Telephone: (608) 267-8820

1

September 17, 2018

Village of Dane  
Office of Treasurer  
Ms. Teresa Hughey Groves (sent via email [clerktreasurer@villageofdane.org](mailto:clerktreasurer@villageofdane.org))  
102 W. Main Street  
Dane, WI 53529

RE: Village of Dane Municipal Court

Dear Ms. Hughey Groves,

It has been brought to my attention as the Chief Judge of the Fifth Judicial District that the Village of Dane has provided notice to withdraw at the end of this year from the Eastern Columbia County Joint Court and adopt its own separate municipal court.

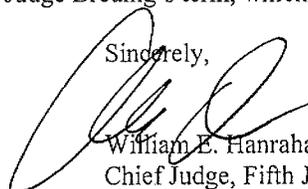
After reading your notice and intergovernmental agreement, I reviewed the Wisconsin Court of Appeals opinion in State ex rel. Village of Rosendale v. Wirtz, No. 2015AP1683-W (Wis. Ct. App. Sept. 15, 2015) and the Government Accountability Board opinion dated June 19, 2015, regarding withdrawal from a multijurisdictional municipal court.

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As noted, the various provisions of Chapter 755 when read together suggest that the term of the municipal judge is important. I believe the policies behind Chapter 755 are such that a legislative body lacks the authority to terminate a duly elected judge and create a separate municipal court. From the perspective of the voters in the Village of Dane, termination of the city's participation in the Eastern Columbia County Joint Court is no different than the abolition of the court and judge elected. I believe that while the institution of a different court by a municipality is possible, it must be one at the end of the term.

Based on all of the foregoing, it is my opinion the Village of Dane may not withdraw from the Eastern Columbia County Joint Court until the conclusion of Judge Breunig's term. I cannot certify the Village of Dane's separate municipal court because I believe the city needs to withdraw at the end of Judge Breunig's term, which is April 30, 2019.

Sincerely,



William E. Hanrahan  
Chief Judge, Fifth Judicial District

#### Attachments

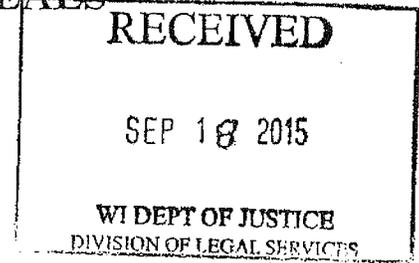
Copy to: Director of State Courts  
Eastern Columbia County Joint Court & Northeast Community Joint Court  
District Court Administrator



OFFICE OF THE CLERK  
**WISCONSIN COURT OF APPEALS**

110 EAST MAIN STREET, SUITE 215  
P.O. Box 1688  
MADISON, WISCONSIN 53701-1688  
Telephone (608) 266-1880  
TTY: (800) 947-3529  
Facsimile (608) 267-0640  
Web Site: www.wicourts.gov

**DISTRICT II**



September 15, 2015

To:

Kevin C. Potter  
Assistant Attorney General  
P.O. Box 7857  
Madison, WI 53707-7857

David C. Rice  
Assistant Attorney General  
P.O. Box 7857  
Madison, WI 53707-7857

Steven P. Sager  
Sager & Colwin Law Offices, S.C.  
P.O. Box 2068  
Fond du Lac, WI 54936-2068

Gregory M. Weber  
Assistant Attorney General  
P.O. Box 7857  
Madison, WI 53707-7857

J. Denis Moran  
Director of State Courts  
P.O. Box 1688  
Madison, WI 53701-1688

You are hereby notified that the Court has entered the following opinion and order:

2015AP1683-W

State of Wisconsin ex rel. Village of Rosendale, a municipality  
v. the Honorable Robert J. Wirtz, Circuit Judge of Fond du Lac  
County Circuit Court and Chief Judge of the Fourth Judicial  
District

Before Neubauer, C.J., Reilly, P.J., and Gundrum, J.

The Village of Rosendale petitions for a supervisory writ pursuant to WIS. STAT. RULE 809.51 (2013-14)<sup>1</sup> to compel the Honorable Robert J. Wirtz, Circuit Judge of Fond du Lac County Circuit Court and Chief Judge of the Fourth Judicial District, to certify that Rosendale's municipal court meets certain statutory requirements. *See* WIS. STAT. § 755.01(1). The State has

<sup>1</sup> All references to the Wisconsin Statutes are to the 2013-14 version unless otherwise noted.

filed a response pursuant to this court's August 20, 2015 order. *See* RULE 809.51(2). The State opposes issuing the writ. We agree and deny Rosendale's petition.

In 2009, Rosendale and fourteen other municipalities entered an Intergovernmental Agreement and established a joint municipal court called Lakeside Municipal Court. Rosendale was part of two prior joint municipal courts since 1998. In December 2014, Rosendale passed a resolution to withdraw from the Agreement and Lakeside and establish its own municipal court. Per the Agreement, it gave the other Lakeside municipalities a 180-day notice that it was terminating its participation in the joint court, effective July 1, 2015.

Lakeside Municipal Court Judge Jerry Jaye and the Fourth Judicial District court administrator objected to Rosendale's withdrawal. Judge Jaye and the administrator were advised that Rosendale was not following proper procedure for "abolishing" the current municipal court before establishing a separate one. *See* WIS. STAT. § 755.01(2). Rosendale took the position that it was not "abolishing" its court but merely was withdrawing from the Intergovernmental Agreement and reconstituting its municipal court as a stand-alone court. It planned to be ready for a municipal judge election in April 2015. Judge Jaye's term was not due to expire until 2019.

Chief Judge Wirtz rejected Rosendale's interpretation and refused to certify the separate court. *See* WIS. STAT. § 755.01(1). He explained:

Section 755.01(2) provides that a governing body may by ordinance abolish a municipal court ... at the end of any term for which the judge has been elected or appointed. I believe that the purpose of that statute is that a court and judge sit for the term for which they were elected. Any legislative or municipal action taken to change a judicial seat while a judge is sitting in a municipal

court essentially disenfranchises the voters who elected that judge for that particular term.

....

While Rosendale is not completely abolishing the court so that it no longer exists, they are nonetheless essentially abolishing the office of the municipal judge presently held by someone who was duly elected by the voters. I believe the purpose of [WIS. STAT. § ] 755.01(2) is to maintain the will of the voters as to the officeholder elected for the particular office of municipal judge. To allow otherwise would be to allow a municipality by ordinance to override the will of the voters and to thwart by legislative action a duly elected officeholder.

Exchanges of correspondence continued. Chief Judge Wirtz addressed Rosendale's repeated requests and various proposals at length. He stood fast in his position of denying certification for a court not abolished and re-established according to WIS. STAT. ch. 755. On July 7, 2015, he informed Rosendale's attorney that Rosendale could not withdraw from Lakeside Municipal Court until the end of Judge Jaye's term. This petition followed.

Rosendale contends that in refusing to certify the separate court, Chief Judge Wirtz misapplied the law and thus erroneously exercised his discretion, as discretion is limited by the duty to properly follow the law and interpret the statutes.

For a supervisory writ to issue, the petitioner must establish that: "(1) an appeal is an inadequate remedy; (2) grave hardship or irreparable harm will result; (3) the duty of the trial court is plain and it must have acted or intends to act in violation of that duty; and (4) the request for relief is made promptly and speedily." *State ex rel. Kalal v. Circuit Court for Dane Cnty.*, 2004 WI 58, ¶17, 271 Wis. 2d 633, 681 N.W.2d 110. "The petition for a writ of supervision is not a substitute for an appeal." *State ex rel. Dressler v. Circuit Court for Racine Cnty.*, 163 Wis. 2d 622, 630, 472 N.W.2d 532 (Ct. App. 1991). A supervisory writ is "an extraordinary and drastic remedy that is to be issued only upon some grievous exigency." *Id.*

By suggesting the duty is discretionary with the trial court, Rosendale tacitly concedes that certification is not a “plain duty,” *i.e.*, “clear and unequivocal,” and “the responsibility to act [is] imperative.” See *State ex rel. Kalal*, 271 Wis. 2d 633, ¶22. The supervisory writ “provide[s] for the direct control of lower courts, judges, and other judicial officers who fail to fulfill *non-discretionary* duties, causing harm that cannot be remedied through the appellate review process.” *Id.*, ¶24 (emphasis added). “The obligation of a judge to correctly find facts and apply the law is not the type of plain legal duty contemplated by the supervisory writ procedure, ‘as it would extend supervisory jurisdiction to a virtually unlimited range of decisions involving the finding of facts and application of law.’” *State ex rel. Two Unnamed Petitioners v. Peterson*, 2015 WI 85, ¶81, 363 Wis. 2d 1, 866 N.W.2d 165 (citing *State ex rel. Kalal*, 271 Wis. 2d 633, ¶24).

Its prompt request for relief notwithstanding, Rosendale has not shown that an appeal is an inadequate remedy, that grave hardship or irreparable harm will result, or that the trial court acted in violation of a plain duty.

Upon the foregoing reasons,

IT IS ORDERED that the petition for a supervisory writ is denied.

---

*Diane M. Fremgen*  
*Clerk of Court of Appeals*

# State of Wisconsin\Government Accountability Board

212 East Washington Avenue, 3<sup>rd</sup> Floor  
Post Office Box 7984  
Madison, WI 53707-7984  
Voice (608) 266-8005  
Fax (608) 267-0500  
E-mail: [gab@wisconsin.gov](mailto:gab@wisconsin.gov)  
<http://gab.wi.gov>



JUDGE GERALD C. NICHOL  
Chair

KEVIN J. KENNEDY  
Director and General Counsel

June 19, 2015

Attorney Steven P. Sager  
Sager & Colwin Law Offices, S.C.  
201 Marr St.  
Fond du Lac, WI 54935  
*Counsel for Village of Rosendale*

## **Re: Request for Opinion – Village of Rosendale Municipal Court**

*Sent via email only:* [ssager@sagerlaw.com](mailto:ssager@sagerlaw.com)

Dear Attorney Sager:

This letter is in response to your email dated June 2, 2015, following up on a brief conversation we had earlier that same day. Your email, on behalf of the Village of Rosendale, requests an opinion of the Government Accountability Board (herein after referred to as “G.A.B.” or “Board”) as to whether proper procedures have been followed with respect to the Village withdrawing from a current multi-jurisdictional municipal court arrangement with other municipalities to pursue its own separate municipal court under Wis. Stat. ch. 755. Additionally, your email cites an opinion issued by the Board in December, 2011 related to the timing for abolishment of municipal courts, and you ask the Board to review this opinion in the context of the facts you have provided and offer an opinion as to its relevance here, if any.

The Board’s authority to issue advisory opinions is set forth in Wis. Stat. § 5.05(6a). This authority is limited to requests for opinions on the propriety of matters under Wis. Stat. chs. 5 to 12, subch. III of ch. 13 and subch. III of ch. 19. As part of this administrative function, the Board shall review requests for advisory opinions regarding Wisconsin’s elections and election campaign laws, and may issue a formal written or electronic advisory opinion to the person making the request. Wis. Stat. § 5.05(6a). Advisory opinions and records obtained by the Board in connection with requests for advisory opinions related to matters under the jurisdiction of the Board’s elections division are open to the public. Wis. Stat. § 5.05(5s)(f)2.c.

After a review of the materials included with your opinion request and the specific issues you have raised, the Board believes its statutory authority and jurisdiction only permit a narrow opinion on issues that could impact candidates, office holders and Wisconsin electors. The broad issue of whether all proper procedures contained in Wis. Stat. ch. 755 have been followed to withdraw from the Lakeside Municipal Court and establish the Municipal Court for the Village of Rosendale is a question for the chief judge of the Fourth Judicial District to decide, not the G.A.B. Wis. Stat. § 755.01(1).

2011 Johnson Opinion (2011 GAB 03)

On December 15, 2011, the Board issued an opinion to Tenth District Court Administrator Scott K. Johnson on the topic of timing for abolishment of municipal courts (hereinafter referred to as the “Johnson opinion”)<sup>1</sup>. While the Johnson opinion discussed Wis. Stat. ch. 755 (titled Municipal Court), the crux of the opinion was focused on the timing of an abolishment of a municipal court in relation to the Type A notice (notice of election, governed by Wis. Stat. ch. 10). For regularly scheduled Spring Elections, the Type A notice must be published by municipalities on the fourth Tuesday in November preceding the election for which the municipal judge office would appear on the ballot. The Johnson opinion concluded that a municipality must either complete the abolishment of a municipal court prior to the Type A notice being published for the next Spring election at which the office is on the ballot or ensure that any abolishment of a municipal court is not effective until the term for which the municipal judge has been elected expires.

Based on the facts provided to the Board, the Johnson opinion does not appear to be directly on point, as there is no abolishment of a municipal court proposed. It would appear that the Lakeside Municipal Court would remain intact once the Village of Rosendale terminates its intergovernmental agreement and the successful candidate would remain in office as municipal judge, thus not depriving the officeholder of the seat. Whether the Village of Rosendale is able to provide proper notice of the election for municipal judge to prospective candidates and electors once a new court is established is yet to be determined.

Advice

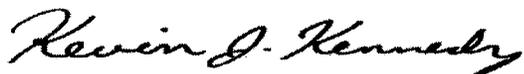
Based upon the above opinion, the G.A.B. advises:

Certification as to compliance with applicable statutory requirements for withdrawal from a multijurisdictional court arrangement and establishment of a single municipal court is the statutory responsibility of the chief judge of the Fourth Judicial District, not the Government Accountability Board. The Board advises that the Village of Rosendale should comply with all applicable requirements contained in Wis. Stat. ch. 755 in order to obtain certification from the chief judge.

I hope this information is helpful, but please feel free to contact the G.A.B. if you have any additional questions.

Sincerely,

**Government Accountability Board**



Kevin J. Kennedy  
Director and General Counsel

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<sup>1</sup> The letter opinion issued to Mr. Johnson was converted into a formal opinion of the Board, titled 2011 GAB 03. This opinion, which mirrors the reasoning contained in the letter is available electronically here: [http://www.gab.wi.gov/sites/default/files/opinions/31/gab\\_2011\\_03\\_pdf\\_85129.pdf](http://www.gab.wi.gov/sites/default/files/opinions/31/gab_2011_03_pdf_85129.pdf)

AGREEMENT FOR THE OPERATION OF THE JOINT MUNICIPAL COURT FOR  
EASTERN COLUMBIA COUNTY  
(Sec. 66.0301 Wis. Stats.)

**AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Municipalities shown on the attached Exhibit “A”, all being municipal corporations organized and existing under the laws of the State of Wisconsin, hereinafter referred to as the “Member Municipalities.”

**WHEREAS** Section 755.01(1) Wis. Stats. provides that any municipality may establish a municipal court to be maintained at the expense of the municipality, and

**WHEREAS** Section 755.01(4) Wis. Stats. provides that two or more cities, towns or villages may enter into an agreement under Section 66.0301 Wis. Stats. for the joint exercise of the power granted under Section 755.01(1), after enactment of identical ordinance by each affected City, Town or Village, and

**WHEREAS** the municipalities which are parties to this agreement have enacted identical ordinances thereby creating and establishing a municipal court to serve said municipalities, and

**WHEREAS** the municipalities have expressed willingness to enter into a contract for the joint operation of said municipal court and for, the equitable sharing of the costs thereof, pursuant to Section 66.0301 Wis. Stats.,

**NOW THEREFORE**, in consideration of the benefits to be derived by each municipality from the joint operation of the municipal court, the Member Municipalities contract and agree as follows:

1. **GENERAL.** The municipal court shall be organized and shall operate pursuant to Chapter 755 Wis. Stats., the ordinances adopted by the Member Municipalities, and the terms of this agreement. In the event of conflicts, the provisions of Wisconsin Statutes shall prevail.
2. **ORGANIZATION.** Except for matters required by statute to be determined by the respective governing bodies or Member Municipalities, the general operation of the court shall be by the judge and the Municipal Court Committee.
3. **MUNICIPAL COURT COMMITTEE.**

- (a) **Composition.** The Municipal Court Committee shall be comprised of one representative of each Member Municipality that chooses to appoint a voting representative to the committee who shall be appointed by the Mayor, President or Chairman of the Member Municipality, subject to confirmation by the respective governing body. The Chairman of the Committee will be a representative from a member municipality and will rotate on an annual basis, alphabetically, starting with the representative from Rio for 2019. If a representative cannot fulfill or chooses not to fulfill the obligation of committee chairperson for any reason, then the position of Chairperson goes to the next municipality, alphabetically.
- (b) **Powers and Duties.** The Municipal Court Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Municipal Court committee shall be a recommending agency. The Municipal Court Committee shall be responsible for the selection of the Clerk of the municipal court. The Municipal Court Committee shall recommend to the governing bodies for determination, the salary of the Judge, the number and salary of such clerks and/or deputy clerks. The Municipal Court Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments and costs paid into the court and shall adopt appropriate accounting procedures to insure the proper handling of said funds. The Municipal Court Committee shall, with the assistance of the Judge and Court Clerk, prepare an annual budget for the operation of the court. The Municipal Court Committee shall cause an annual review of court accounts every four years beginning in 2009 and an annual audit of court accounts every fifth year beginning in 2013, to be completed between August 1<sup>st</sup> and August 31<sup>st</sup> of each year. The Municipal Court Committee may establish any subcommittees necessary for the efficient operation of the court, such as a personnel committee and/or operating committee.
- (c) **Voting and Procedure.** The Municipal Court Committee shall be governed by Roberts Rule of Order and a majority vote of all representatives of the Municipal Court Committee shall be required to adopt any motion or resolution. A quorum of voting members or alternates shall be present to vote on any motion or resolution. A quorum consists of 50% plus 1 voting member.

4. **CLERK.** Pursuant to Section 755.10, the judge shall, in writing, appoint such clerk and deputy clerks as employed by the Municipal Court Committee.
5. **JUDGE'S SALARY.** The salary of the judge shall be set by the governing bodies of Member Municipalities.
6. **FORFEITURES, PENALTY ASSESSMENTS AND COSTS.**

All forfeitures, penalty assessments and costs paid to the municipal court under a judgment shall be deposited daily to a designated bank account at a financial institution selected by the Municipal Court Committee. This account, an interest-bearing account, shall be established by the Municipal Court committee as the temporary depository for court funds. The Municipal Court Clerk shall maintain a complete record of deposits and expenditures including, without limitation, the title of the action, offense for which a forfeiture was imposed and the total amount of the forfeiture, fees, penalty assessments and costs, if any. The Municipal Court Clerk shall prepare a monthly listing of the funds that are due to be disbursed as provided in Sections 814.65(1), 757.05, 167.31(5) and 346.655, Wis. Stats. All forfeitures shall be disbursed by the clerk at least monthly to the Member Municipality for which the judgment was entered.
7. **BUDGET PROCESS.**
  - (a) **Time and Approval.** The Municipal Court Committee and Court Clerk shall, with the assistance of the judge, formulate a budget annually, no later than September 1<sup>st</sup> of each year for the next succeeding year. The members of the committee shall present said budget to their respective governing bodies for approval. The budget shall be approved annually by the governing bodies no later than November 1st. Approval by a majority of the Member Municipalities shall constitute approval of the budget.
  - (b) **Court Costs.** The local share of the court costs required to be collected pursuant to Section 814.65(1) Wis. Stats. (100%) shall be retained by the court to be applied to the operating expenses of the court.
  - (c) **Court Operating Expenses.** The net operating expenses after application of the local share of the court costs shall be charged to Member Municipalities based upon each municipality's percentage of total annual filed cases. Contributions shall be based upon the approved budget with appropriate credits and debts being made on the next succeeding billing after annual audit or review. Payment shall be made within 30 days of billing. Initial contributions for

operating expenses shall be based upon the average of the last two years' forfeitures from the last court of record based on Circuit Court records of Columbia County.

- (d) Capital Expenditures and Start-up Expenses. The cost of office furniture and equipment and the initial supplies necessary to begin operations shall be shared equally by the Member Municipalities. Forms shall be considered operating expenses.

- 8. **CONTRACT ADMINISTRATION AND AMENDMENTS.** The affirmative vote of a majority of all member-governing bodies shall be required to adopt any resolution pertaining to the operation of the court or amending this agreement.
- 9. **TERMINATION.** Any Member Municipality may withdraw from this agreement by giving notice in writing to the judge no later than August 31<sup>st</sup> of any year. Upon giving such notice, the Member Municipality's participation in the municipal court shall terminate at the end of the Judge's term. No member, pursuant to Wis. Stats. 755.01(2), may abolish the municipal court while this agreement is in effect.

# EASTERN COLUMBIA COUNTY JOINT MUNICIPAL COURT AGREEMENT

## "EXHIBIT A"

This "Exhibit A" reflects the Wisconsin Municipalities that have agreed to be members of the Eastern Columbia County Joint Municipal Court.

Village of Cambria  
City of Columbus  
Village of Fall River  
City of Lodi  
Village of Pardeeville  
Village of Poynette  
Village of Randolph

Village of Rio  
Town of Columbus  
Village of Dane  
Town of Dekorra  
Town of Lodi  
Village of Arlington  
Village of Friesland

This "Exhibit A" may be amended as other Wisconsin Municipalities request to join the Membership pursuant to Section 8 of the Agreement.

This "Exhibit A" may be amended as Members terminate their Membership pursuant to Section 9 of the Agreement.

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(Date)

EASTERN COLUMBIA COUNTY JOINT MUNICIPAL COURT - Revised 9/13/2018 (w/Columbus JAN - APRIL 2019)							
	2015	2016	2017	2018 Budget	2018-7/31/2018	2019 budget	
<b>REVENUES</b>							
Forfeiture	\$170,268.34	\$172,410.44	\$196,185.19		\$118,084.30		
Court Fees	\$93,794.30	\$95,016.09	\$121,692.13		\$73,033.20		
Penalty Assessments	\$42,357.58	\$43,025.98	\$49,803.18		\$29,773.70		
Jail Assessments	\$24,289.07	\$24,354.72	\$31,553.93		\$18,426.66		
Driver Improvement Surcharge	\$18,994.27	\$26,293.84	\$23,354.01		\$14,856.14		
Crime Lab Drug Fees	\$31,236.59	\$31,238.06	\$40,542.10		\$24,175.38		
IID Surcharge	\$150.00	\$700.00	\$500.00		\$524.50		
Safe Rider Program	\$0.00	\$2,411.00	\$2,600.00		\$1,518.50		
Bad Check and Credit Card Fees	\$360.00	\$465.00	\$485.00		\$386.20		
Checking Interest	\$145.47	\$99.92	\$129.41		\$92.89		
Total Revenues	\$381,595.62	\$396,015.05	\$466,844.95		\$280,871.47		\$0.00
<b>Cost of Revenues</b>							
Municipal Fees	\$170,268.34	\$172,148.35	\$196,185.19		\$118,099.87		
County Fees	\$33,893.16	\$38,378.42	\$43,842.93		\$27,203.00		
State Court Fees	\$96,346.05	\$101,767.47	\$120,549.58		\$72,160.27		
Total Costs	\$300,507.55	\$312,294.24	\$360,577.70		\$217,463.14		\$0.00
Gross Profit	\$81,088.07	\$83,720.81	\$106,267.25	\$80,195.12	\$63,408.33		\$0.00
Other Revenue	\$13,478.54	\$11,810.50	\$11,280.53	\$11,371.55	\$5,355.25		
<b>TOTAL REVENUES</b>	\$94,566.61	\$95,531.31	\$117,547.78	\$91,566.67	\$68,763.58		<b>\$101,099.00</b>
<b>EXPENSES</b>							
Clerk's Expense							
Education	\$320.00	\$244.00	\$340.00	\$1,000.00	\$340.00	\$300.00	\$300.00
Lodging	\$288.27	\$0.00	\$246.00		\$0.00	\$275.00	\$275.00
Meals	\$0.00	\$48.23	\$0.00		\$7.90	\$50.00	\$50.00

	2015	2016	2017	2017 Budget	2018 Budget	2018-7/31/2018	2019 budget
Clerk's Expense Cont.							
Mileage	\$215.63	\$292.68	\$201.16			\$0.00	\$250.00
Wages	\$39,520.00	\$41,860.80	\$43,264.00	\$43,264.00	\$45,448.00	\$26,208.00	\$46,356.96
Judges Expense							
Education/	\$800.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$700.00	\$800.00
Lodging	\$164.00	\$164.00	\$0.00			\$164.00	\$175.00
Meals	\$39.61	\$41.97	\$0.00			\$33.79	\$40.00
Mileage	\$412.85	\$435.24	\$288.90				\$378.99
Reserve Ju	\$0.00	\$0.00	\$600.00	\$300.00	\$600.00	\$200.00	\$600.00
Wages	\$14,533.36	\$15,096.00	\$15,096.00	\$15,096.10	\$15,500.00	\$9,070.18	\$12,000.00
Bookkeeper							
Wages	\$7,441.20	\$7,592.00	\$7,800.00	\$7,800.00	\$7,900.00		\$7,900.00
FICA	\$4,704.47	\$4,937.86	\$5,061.38	\$5,045.33	\$5,266.87	\$2,698.81	\$5,068.66
WI RETIREMENT	\$3,806.42	\$3,759.27	\$3,968.38	\$5,061.24	\$4,083.52	\$2,363.57	\$3,822.38
Employee Benefits							
Life Insura	\$883.08	\$992.44	\$1,028.40	\$1,000.00	\$1,000.00	\$617.06	\$1,000.00
Legal Fees/Accounting	\$3,600.00	\$3,800.00	\$3,900.00	\$3,900.00	\$4,000.00		\$4,000.00
Insurance	\$0.00	\$1,038.00	\$0.00	\$0.00	\$0.00		\$1,100.00
Workers C	\$401.00	\$392.00	\$395.00	\$400.00	\$410.00	\$350.00	\$410.00
Bank and Returned Check Fees	\$50.00	\$40.00	\$50.00	\$100.00	\$100.00	\$20.00	\$50.00
Office Equipment	\$856.45	\$3,952.52	\$1,494.47	\$3,000.00	\$3,200.00	\$1,430.83	\$2,101.15
OPERATING EXPENSES							
Office supplies	\$1,278.73	\$1,351.80	\$1,352.01			\$1,427.89	\$1,200.00
Postage	\$1,511.11	\$1,487.15	\$1,513.27	\$2,000.00	\$2,100.00	\$1,394.92	\$1,200.00
Telephone and Internet	\$2,077.06	\$1,990.33	\$1,850.77	\$2,100.00	\$2,100.00	\$1,394.92	\$2,500.00
Translator/Transcription Costs	\$255.00	\$249.37				\$244.02	\$250.00
RENT						\$800.00	\$1,200.00
<b>TOTAL EXPENSES</b>	\$85,173.24	\$92,581.66	\$91,266.74	\$91,566.67	\$94,208.39	\$49,465.89	<b>\$93,028.14</b>
<b>NET INCOME/LOSS</b>	\$9,393.37	\$2,949.65	\$26,281.04	\$0.00	\$840.57	\$19,297.69	<b>\$8,070.86</b>

## BUDGET 2019

2019 COURT REVENUES=\$121,371.00

121,371 = Actual revenues of \$117,547 from 2017 and an averaged figure of \$123,444 for 2018. The 2018 actual numbers from January through July = \$73,033. 73,033 divided by 7 months = \$10,433/month. 10,433 x 12 months = \$125,196. (125,196 +117,547=242,743/2=\$121,371.) The reason we used revenue figures from 2017 and 2018 is that Arlington joined the court in 2016, but we didn't start receiving revenue from them until 2017. The figures are more accurate with them included.

### **2019 ESTIMATED TOTAL REVENUES = \$101,099.00**

To arrive at \$101,099.00 which are total revenues without the City of Columbus we used Columbus' actual figures for 2015, 2016, 2017 which totals \$91,223.00. 91,223 divided by 3 = \$30,408.00.

### **WITH THE ADDITIONAL FOUR MONTHS IN 2019:**

Columbus Yearly Average = 30,408.00 / 12months =2,534.00 per month x 4months = 10,136.00

121,371 – 30,408= **\$90,963 + 10,136 = \$101,099.00**