

**TOWN OF ATHELSTANE  
MUNICIPAL JUDGE  
ORDINANCE #19**

The Town Board of Athelstane, Marinette County, Wisconsin does hereby ordain as follows:

**SECTION 1 AGREEMENT FOR THE OPERATION OF THE NORTHERN JOINT  
MUNICIPAL COURT (Pursuant to 66.0301 Wis Stats)**

AGREEMENT effective May 1, 2010 and on the date set opposite of the signature of the Town Board Chairman by and between the Town of Athelstane, Town of Beecher, Town of Dunbar, Town of Niagara and Town of Pembine, all being municipal corporations organized and existing under laws of the State of Wisconsin.

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 Sections 755.01(4) and 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 agree as follows:

1. GENERAL: The municipal court shall be organized and shall operate pursuant to Chapter 755 Wis Stats, the ordinance adopted by the member municipalities and the terms of the Agreement. In the event of conflict, the provisions of the Wisconsin statutes governing this court shall prevail.
2. ORGANIZATION: Except for matters required by statutes to be determined by the respective governing bodies of member municipalities, the general operation of the court shall be by the Judge and the Court Administrative Committee.
3. COURT ADMINISTRATIVE COMMITTEE:
  - (a) Composition. The Court Administrative Committee shall be comprised of one representative of each Member Municipality who shall be appointed by the Town Chairman of the Member Municipality, subject to confirmation by the respective governing body. In order to assure participation and continuity of representation, each Member Municipality may appoint an alternate who shall act on committee matters in the absence of the representative. Contract municipalities shall not be a member of the Court Administrative Committee. The appointed Court Administrative Committee shall meet within twenty-one (21) days following the biennial Spring town elections. The primary purpose of this meeting is to elect a Chairperson, Vice Chairperson and Secretary. Other business necessary for the

operation of the Northern Joint Municipal Court may be conducted at this meeting.

- (b) Powers and Duties. The Court Administrative Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Court Administrative Committee shall be a recommending agency.
  - (c) Voting and Procedure. The Court Administrative Committee shall be governed by the Robert's Rules of Order and majority vote of all the representatives of the Court Administrative Committee shall be required to adopt any motion or resolution. A simple majority of members or alternate members shall constitute a quorum.
4. COURT OPERATION EXPENSES: Each of the municipalities utilizing the B-D-P Fire Hall shall pay the B-D-P Fire Department a total of \$100 each year to cover the utility expenses, along with any expenses for equipment needed for court. Mileage shall be paid to the Municipal Judge equally by the municipalities for which the court is being held. The rate of mileage will be determined by the standard IRS mileage rate. Expenses for training of the Judge and other expenses involving all of the Member Municipalities shall be divided equally. Such expenses shall be paid by the Town of Athelstane and each of the other municipalities will be billed accordingly by the Athelstane Town Clerk.

All expenses, excluding salaries and mileage reimbursement, shall require prior approval by the Court Administrative Committee. Judge and Clerk, prior to October 1, annually, shall present a list of materials, and estimated cost, deemed to be essential for the operation of the court. All travel, not associated with court sessions and annual education shall require prior approval by the Court Commission. Approval shall be no less than fifteen (15) days. Rates for meals and lodging shall coincide with Marinette County's current rate.

5. 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.
6. CONTRACT MUNICIPALITIES: The court may add additional communities in the future upon request of a community and approval of the Court Administrative Committee. Any added community will come into the court as a Contract Municipality. If the Contract Municipality is satisfied with the operation of the court, and the Court Administrative Committee is satisfied with the nature and level of services being provided to the Contract Municipality, the Contract Municipality may apply for Member Municipality status with such application to be approved by vote of the Court Administrative Committee. Any Contract Municipality will have municipal court services provided pursuant to a contract entered into between the Contract Municipality and the Court Administrative Committee. Contract Municipalities do not have a vote on the Court Administrative Committee. Any costs

incurred by the court in adding the Contract Municipality will be charged to that municipality.

7. **TERMINATION:** Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge and Chair of the Court Administrative Committee 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 said year. The Municipal Court hereby established shall not be abolished while the 755.01(4) Agreement is in effect.
8. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **1) Municipal Court Created**

Pursuant to the authority granted by Chapter 755 of the Wisconsin Statutes, there is hereby created and established a joint municipal court to be designated "Northern Joint Municipal Court." Said Court to become operative and function on May 1, 2010.

### **2) Municipal Judge**

*Qualifications:* The joint court shall be under the jurisdiction of and presided over by a municipal judge, who resides in one of the municipalities that is a party to the agreement forming this joint court.

*Oath and Bond:* The Judge shall, after election or appointment to fill a vacancy, take and file the official oath as prescribed in State Stat 757.02(1), Wis. Stats., and at the same time execute and file an official bond in the amount of \$1,000.00. The judge shall not act until the oath and bond have been filed as required by State Stat 19.01(4)(c) Wis Stats., and the requirements of State Stat 755.03(2) have been complied with.

*Salary:* The salary of the municipal judge shall be fixed by the town board of the municipalities that are parties to the agreement which shall be in lieu of fees and costs. No salary shall be paid for any time during the term which such Judge has not executed the official bond or official oath, as required by State Stat 755.03, Wis Stats., and filed pursuant to State Stat 19.01(4)(c) Wis Stats. The municipalities may, by separate ordinance, allocate funds for the administration of the municipal court pursuant to State Stat 66.0301 Wis Stats.

### **3) Elections**

*Term:* The municipal judge shall be elected at large in the Spring Election in odd-numbered years for a term of four (4) years commencing on May 1, 2011. All candidates

for the position of municipal judge shall be nominated by nomination papers as provided in State Stat 8.10, Wis Stats., and selection at a primary election if such is held as provided in State Stat 8.11, Wis Stats. The Marinette County Clerk shall serve as filing officer for the candidates.

*Electors:* Electors in all municipalities that are parties to the agreement shall vote for judge.

#### **4) Jurisdiction**

The municipal court shall have jurisdiction over incidents occurring on or after May 1, 2010 as provided in Article VII State Stat 14 of the Wisconsin Constitution, State Stat 755.045 and 755.05, Wis Stats., and as other provided by State Law. In addition, it shall have exclusive jurisdiction over actions in the municipalities that are parties to the agreement seeking to impose forfeitures for violations of municipal ordinances, resolutions and by-laws.

The municipal judge may issue civil warrants to enforce matters under the jurisdiction of the municipal court under State Stat 755.045(2), State Stat 66.0119, Wis Stats.

The municipal court has jurisdiction over juvenile offenders when a municipality that is party to the agreement enacts an ordinance under the authority of State Stat 938.17(2)(cm), Wis Stats.

#### **5) Municipal Court**

*Hours:* The municipal court shall be open at such location and at such times as determined by the governing bodies of the municipalities that are parties to the agreement and the municipal judge.

*Employees:* The Judge shall, in writing, appoint such clerks and deputy clerks are authorized and funded by the town board of the municipalities that are parties to the agreement.

#### **6) Collection of Forfeit**

The municipal judge may impose punishment and sentences as provided by Chapters 800 and 938 Wis Stats, and as provided in the ordinances of the municipalities that are parties to the agreement. All forfeitures, fees, assessments, surcharges and costs shall be paid to the treasurer of the municipality within which the case arose within seven (7) days after receipt of the money by the municipal court. At the time of payment, the municipal court shall report to the treasurer the title of action, the nature of the offenses and total amount of judgments imposed in actions and proceedings in which such monies were collected.

**7) Contempt of Court**

The municipal judge, after affording an opportunity to the person accused to be heard in defense, may impose a sanction authorized under State Stat 800.12 Wis Stats and may impose a forfeiture therefore not to exceed fifty dollars (\$50) or upon nonpayment of the forfeiture and the assessments thereon, a jail sentence not to exceed seven (7) days.

**SEVERABILITY**

In the event that any section or sections herein shall be ruled unconstitutional by any competent court, such determination shall not affect the validity or effectiveness of the others sections of this Ordinance and the remainder of said Ordinance shall remain in effect.

This ordinance adopted by the Town Board of the Town of Athelstane on this 9<sup>th</sup> day of February, 2016.

The Town Board of Athelstane

By: \_\_\_\_\_ Attest \_\_\_\_\_  
John Dobratz - Chairman Janice DuChateau - Clerk

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Harold Tesch Jr - Supervisor

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David Jose - Supervisor