

**MEETING NOTICE AND AGENDA
JOINT MUNICIPAL COURT COMMITTEE
VILLAGE OF NORTH PRAIRIE, TOWN OF MUKWONAGO, TOWN OF EAGLE, VILLAGE OF EAGLE
VILLAGE MUNICIPAL CENTER, 130 N HARRISON STREET NORTH PRAIRIE, WI 53153**

MARCH 11, 2021 AT 5:30 P.M.

1. Call to Order.
2. Roll Call.
3. Introduction of Trustee #1, Jim Slawny, Village of Vernon.
4. Motion to approve September 10, 2020 meeting minutes.
5. Discussion, action as necessary, Progress of the Judge in implementing corrective actions on the items listed in 2020 CLA Internal Policy and Procedure review.
6. Discussion, action as necessary, Resolution submitted by Village of Vernon to participate in the North Prairie Joint Municipal Court (JMC) system.
7. Discussion, action as necessary, Modify North Prairie JMC Agreement.
8. Discussion, action as necessary, Modify North Prairie JMC signed Ordinance No. 02-2016.
9. Discussion, action as necessary, Percentage of Court Costs of incoming Municipality.
10. Discussion, action as necessary, Start date for Village of Vernon.
11. Discussion, action as necessary, Any legal costs relating to any changes involving JMC documents will be borne by incoming Municipality.
12. Discussion, action as necessary, schedule next meeting(s): April 8, 2021 and September 9, 2021.
13. Adjourn.

March 5, 2021

John H. Taylor, Chair NPV
Gail Yerke, Member MUKT
Steve Muth, Member EGLT
Rich Spurrell, Member EGLV
Jim Slawny, VNV
Mark Powers, Judge

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.

JOINT MUNICIPAL COURT COMMITTEE
Village of Eagle, Town of Eagle, Town of Mukwonago,
Village of North Prairie
130 N Harrison Street, North Prairie
Committee Meeting Minutes
September 10, 2020

The meeting was called to order by John Heintz Taylor at 5:02 pm in the Village Board Room in the Village of North Prairie. Mr. Taylor read the announcement of closed session pursuant to Wis. Statute 19.85(1) (c) considering employment, promotion, compensation or performance evaluation data of any public employees over which the governmental body has jurisdiction or exercises responsibility, more specifically, Joint Municipal Court employees.

Present: Steve Muth (Town of Eagle), Gail Yerke (Town of Mukwonago), Rich Spurrell (Village of Eagle), and John Heintz Taylor (Village of North Prairie).

Others Present: Court Clerk H. Maule, Police Clerk M. Rabay , Terry Dent and Ray Emry (via phone)

Absent: Judge M. Powers

Pledge of Allegiance was recited.

Motion by Rich Spurrell, seconded by Gail Yerke, to approve the February 27, 2020 meeting minutes, as written. Motion carried.

Discussion and/or Action: Presentation by Clifton, Larson, Allen LLP (CLA) of Joint Municipal Court internal Policies and procedures review; and payment for services.

Terry Dent (present) and **Ray Emry** (on speaker phone from remote location). Ray explained briefly the CLA business services of operational audits, IT and security audits, fraud risk assessments and forensic investigations. Ray briefly explained his recent experience and years in operation audits.

Terry briefly explained his 30 years of experience with internal controls.

Ray explained all of the background and objectives of the Joint Municipal Court procedures risk assessment which included physical controls of cash, cash receipts, credit card debits, check deposit amounts. Also, he reviewed the Village of North Prairie organizational structure with staff. The report contains his findings and recommendations. The assessment was completed on July 28, 2020.

Terry explained that Court Clerk Holly took him around to the municipalities involved with the Court to meet the staff. Page 5 explained the Citation reporting process from each Police Dept. vehicle to upload the citations to various programs to eventually download by the Court Clerk. The Court Quick Clerk software receives the citations and records the cash and charge payments.

Clerk H. Maule corrected Terry stating that water citations are from the Town of Eagle and are entered manually. Also, the Village of Eagle downloads citations information not the Town in #4 of page 5.

Terry explained that 18 issues were found with some issues carrying-over from the beginning of the Court. Some are low risk issues and are already addressing. There are 6 high risk issues described on page 8 of the report.

- **Issue 8:** Only 1 log-in is used for court employees with a recommendation listed. An administrator is recommended. The Court Clerk has since given all staff a separate log-in. Giving access to an Administrator would make them an employee of the court. H. Maule stated the issuance of a license to others would be impossible for the software. Rich stated that this problem will occur all over regarding segregation with a small number of employees. CLA suggests that the administrator of the software should not be the Court Clerk.
- **Issue 9:** Lack of segregation of duties due to applying and dismissing citations by the Court Clerk. The Court Clerk has sole access to citations. A huge gap exists for the potential of fraud. CLA suggests that the administrator of the software should not be the Court Clerk. Court Clerk mentioned that she keeps a record of everything. Proper checks and balances do not exist. Ray, via phone, recommended some type of mitigation for this issue.
- **Issue 10:** The Court software is on a stand-alone computer that is 8 years old and has crashed on several occasions. CLA recommends a new computer be purchased. H. Maule mentioned the computer should still be replaced this year (2020) as budgeted.
- **Issue 11 & 12:** No back-up for Quick Clerk data and disk is taken home by Court Clerk with work being done on home computer. Risk of information being destroyed is great. H. Maule stated that all hours worked are recorded properly. CLA will correct the information. M. Rabay explained that she can work from home with remote access and suggested the Court Clerk maybe can do the same. That would be a Court decision. Mr. Taylor thanked H. Maule for her dedication using her personal equipment for Court business. CLA recommends that all work be completed on court-owned computers.
- **Issue 16:** Monthly review of citation dispositions to ensure that all citations are properly recorded is not being completed. Aging reports would be proper on a monthly basis for municipalities. H. Maule mentioned that deposit reports are done. R. Spurrell asked if the Court program can customize reports, but H. Maule is not certain.

Ray, via phone, suggested reviewing #8, 9 and 16 as number 1 priority, then 11 and 12 as a the second priority. Terry continued that the software is different for all municipalities, so a mutually common citation software would be a good option. Due to COVID-19, some recommendations are to not accept cash. The risk level will drop without cash collections.

R. Spurrell does not want to miss an opportunity to collect any fines by not accepting cash, or only make payments with the Court. An interface with the Court software would help mitigate some of the separations of duty concerns. A read-only version would be helpful. M. Rabay suggested using FORS as a Court citation module. Mukwonago's TIPS program is no longer supported.

J. H. Taylor asked for any final recommendations from CLA. Ray, via phone, mentioned to review all of the comments in the report and focus on items that can be mediated. The Committee should take leadership in this manner.

J. H. Taylor suggested that this review will set the Court up for success in the future.

J. H. Taylor stated the Committee received Invoice No. 2609756 in the amount of \$8,400.00, dated September 9, 2020 for CLA services. The amount budgeted was \$7,500.00. G. Yerke mentioned that she has never seen a \$500.00 fee to present a completed report. Ray, via phone, stated the cost was for Terry's travel and time to attend this meeting. R. Spurrell asked about the \$400.00 Technology and Client Support Fee purpose. Ray, via phone, stated that is the standard billing fee, but is willing to waive the \$400.00 technology fee on this invoice, and just go with the \$7,500.00 review fee plus travel costs of \$500.00.

J. H. Taylor stated that he was not aware of any cost over the \$7,500.00, nor of any technology and Client Support Fee. The Committee budgeted only \$7,500.00 which included representation by CLA to discuss the report, and was not made aware of any additional fees. Ray, via phone, stated that he will honor the allocated amount of \$7,500.00 and will stick to the amount as discussed in February. Ray will get a new invoice issued if the Committee will approve the \$7,500.00.

Motion by R. Spurrell, seconded by G. Yerke, to authorize the Village of North Prairie to pay Clifton, Larsen and Allen (CLA) the total sum of \$7,500.00 as payment in full for the Policy & Procedure review of the Joint Municipal Court. Motion carried unanimously.

Ray, via phone, mentioned that it was their pleasure to work with the Court and will assist with any further improvement based on their recommendations.

Motion by G. Yerke, seconded J. H. Taylor, to enter into closed session pursuant to WI Statute 19.85(1) (c): Considering employment, promotion, compensation or performance evaluation data of any public employees over which the governmental body has jurisdiction or exercises responsibility, more specifically, Joint Municipal Court employees.

R. Spurrell inquired why the need to go into Closed Session as the Court personnel are employees of the Judge and not of the municipality. J. H. Taylor mentioned that anyone who receives a check from the municipality is an employee of the municipality. R. Spurrell is not comfortable going into closed session without clarification from legal counsel.

Roll Call Vote: S. Muth, No; R. Spurrell, No; G. Yerke, Aye; J. H. Taylor, Aye. Tie Vote: Motion failed.

J. H. Taylor asked Ray, via phone, if there was any information which needed to be shared with the Committee outside of Closed Session. Ray stated not at this time. G. Yerke is

confused why CLA asked for a Closed Session. R. Spurrell does not see a connection as the personnel are not employees and does not see a reason to go into Closed Session. Ray stated that an Executive Session talks about sensitive matters to Committee members only. He mentioned that employers always ask what is not in the report. G. Yerke mentioned that more information is better than less information but does not understand what the point of going into Closed Session relates to.

Court Clerk H. Maule called Judge Mark Powers and had him on the phone. R. Spurrell stated the Committee will not be going into Closed Session. H. Maule does not want to move forward with sensitive information. Judge Powers stated on the phone that if the Committee goes into Closed Session, the Committee would be in violation of WI Stats 19 whatever section. H. Maule reiterated that the Committee would not be going into Closed Session. The Judge spoke with the Chief Judge of the Second District, and if the Committee goes into Closed Session, they do at their own peril. Judge Powers encouraged J. H. Taylor to speak with the Village Attorney, as he will contact the District Attorney regarding the Closed Session policy. J. H. Taylor stated once again that the motion failed and they will not be going into Closed Session.

The Judge apologized and J.H. Taylor wished that the Judge would have contacted him first. Ray, via phone, asked for all of the Committee members email addresses.

Joint Municipal Court proposed 2021 budget.

G. Yerke would like to have another meeting to work on the budget to consider software. Clerk H. Maule is presenting a proposed budget.

J. H. Taylor asked about current Court hours being consistently over-budgeted. The Clerk mentioned the COVID-19 slowed everything down. Clerk H. Maule stated that she always has extra help on Court night with one or two additional staff. R. Spurrell asked if the Court is confident that the computer will be replaced by December 31st. H. Maule stated yes. H. Maule mentioned that the Computer expenses in the budget relates to the Court software.

M. Rabay suggested the purchase of a server for easier access for Court personnel.

R. Spurrell suggested leaving the review procedures the same as \$8,500 to make the upgrades to the computer system as recommended by CLA. If the expense is not used, it will not be spent. The funding of \$8,500 will be under a new account called "CLA 2020 Report Recommendations".

Motion by R. Spurrell, seconded by S. Muth, to recommend to the Municipal Boards approval of the 2021 Joint Municipal Court budget of \$37,389.00, plus the addition of CLA 2020 Report Recommendations of \$8,500.00, for a grand total of \$45,889.00.

Motion carried unanimously.

Motion by R. Spurrell, seconded by J. H. Taylor, to adjourn at 6:37 pm. Motion carried.

John Heintz Taylor
Village of North Prairie Trustee

STATE OF WISCONSIN

VILLAGE OF VERNON

WAUKESHA COUNTY

RESOLUTION 2021-04

RESOLUTION OF INTENT OF THE VILLAGE BOARD TO INITIATE DISCUSSION TO JOIN THE NORTH PRAIRIE MUNICIPAL COURT

WHEREAS, the Village of Vernon is currently served by the Waukesha County Court and the Village of Vernon Board is requesting to initiate the discussion with the members of the North Prairie Municipal Court to allow municipal citations to be issued by the contracted services of the Waukesha County Sheriff, as soon as possible, and

WHEREAS, the Village of Vernon has historically issued 4 to 5 citations per year for zoning or animal control ordinance violations, and

WHEREAS, the Village of Vernon may increase the number of annual citations and cannot predict the future number of citations but recognizes contracted cost are based upon the number of citations that are issued, and

WHEREAS, the Village of Vernon recognizes that if the members of the North Prairie Municipal Court allow the Village of Vernon to join the North Prairie Municipal Court, this will be done by contract, and

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Vernon will by separate action appoint a Village Trustee to serve as the Liaison to the North Prairie Municipal Court and is respectfully requesting to initiate the discussion to join the North Prairie Municipal Court.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Vernon on the 18th day of February 2021, by a vote of 5 in favor and 0 opposed.

VILLAGE OF VERNON



Carl Fortner, Village of Vernon President

Attest: 
Karen L. Schuh, Village Clerk/Administrator

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

THIS AGREEMENT between the Town of Eagle, the Village of Eagle, the Town of Mukwonago, and the Village of North Prairie, 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, and the Village of North Prairie, pursuant to Wis. Stat. 66.0301 and 755.01(4), and pursuant to the ordinances adopted by the Town of Eagle, the Village of Eagle, the Town of Mukwonago, and the Village of North Prairie, creating a Joint Municipal Court to serve said municipalities.

WITNESSETH:

WHEREAS, Wis. Stat 755.01(1) provides that any municipality may establish a Municipal Court to be maintained at the expense of the municipality, and

WHEREAS, Town of Eagle, the Village of Eagle, the Town of Mukwonago, and the Village of North Prairie 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. 66.0301, for joint exercise of the power granted under Wis. Stat. 755.01(1), after enactment of identical ordinances by each affected city, town, or village; and

WHEREAS, the Member Municipalities have expressed willingness to enter into an agreement pursuant to Wis. Stat. 66.0301, for the joint operation of said Municipal Court and for the equitable sharing of the costs thereof;

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

1. **GENERAL.** The Joint Municipal Court shall be organized and shall operate pursuant to Wis. Stat. Ch. 755, the Ordinances adopted by the Member Municipalities, and the terms of the 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's board, as appointed annually by each municipality, to form a Joint Municipal Court Committee. 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. The Joint Municipal Court Committee shall only act as a research and recommending governing body, with recommendations from the Joint Municipal Court Committee forwarded to the Member Municipalities' Boards for final approval.

The Joint Municipal Court Committee members shall be uncompensated for duties that specifically relate to the Joint Municipal Court Committee (any compensation the member receives from the Member's Municipality Board as a member of said board shall be unaffected by the Joint Municipal Court Committee).

The Joint Municipal Court Committee shall be comprised of one member from each Member Municipality. A quorum shall be defined as half (1/2) of the members. A Joint Municipal Court Committee meeting shall not require 100% attendance by all committee members. Any motion by the committee for a recommendation to the governing municipalities shall only require a simple majority affirmation of the committee members present, to be forwarded to the governing municipalities for final approval.

Final approval for matters of the Joint Municipal Court that require governing municipal board approval shall require all board's approval of said action in order to be considered approved for any implementation or action.

The committee's meeting's agendas, as drafted by the municipality of North Prairie, shall be posted by each municipality as regulated by each specific municipality's policies and ordinances, and complying with appropriate state statutes. At a minimum, a meeting shall be held annually for budget purposes. Any additional meetings shall be held at the request of two or more committee members.

The committee's chairperson, who shall be defined as the North Prairie's representative, shall preside at all meetings of the committee. Additionally the committee's chairperson shall ensure minutes are documented for the meetings and distributed to all governing municipalities.

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

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

5. **FORFEITURES, FEES, PENALTY, ASSESSMENT, AND COSTS.** All forfeitures, fees, penalties, assessments, and costs paid to the Joint Municipal Court under a judgment shall be paid to the Village of North Prairie Treasurer within five (5) business days after receipt of the money by the Municipal Judge or other Court personnel. At the time of the payment, the Municipal Judge or other Court personnel shall report to the Village of North Prairie Treasurer the title of the action, which Member Municipality received judgments, the offense for which a forfeiture was imposed, and costs, if any. The Village of North Prairie Treasurer shall disburse the fees and penalty assessments as provided in Wis. Stat. 814.65(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 ("net expenses" would be expenses that exceed the municipality's monthly proceeds from municipal tickets, or a municipality's reserve from prior monthly proceeds from municipal tickets) for any Member Municipality's shared expenses shall be billed on a monthly basis.
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 all 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.
9. **EFFECTIVE DATE.** This Agreement shall be effective upon its approval and execution by all Member Municipalities, or May 1, 2016. Upon this agreement becoming effective, the prior agreement for the joint operation of the Joint Municipal Court with the last date of signature being October 8, 2015, shall be terminated and replaced by this Agreement. This Agreement shall be interpreted in that event as being a continuation of the prior Agreement with regard to all terms that are not explicitly modified herein.

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,

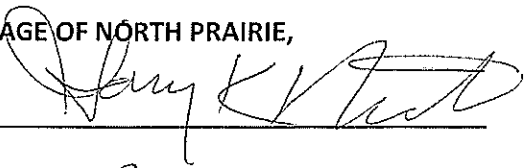
By: _____

Dated: _____

Attest: _____

VILLAGE OF NORTH PRAIRIE,

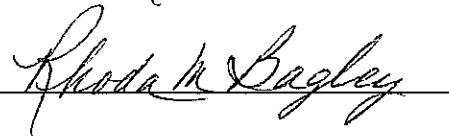
By:



Dated:

2-16-16

Attest:



ORDINANCE NO. 02-2016**TO AMEND ORDINANCE NO. 06-2015 CONCERNING A JOINT MUNICIPAL COURT FOR THE
TOWN OF EAGLE, THE VILLAGE OF EAGLE, THE TOWN OF MUKWONAGO,
AND THE VILLAGE OF NORTH PRAIRIE**

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 was created with Ordinance No. 07-02 and was updated with statutory changes by Ordinance No. 06-2015, along with the Agreement for the Operation of the Joint Municipal Court; and

WHEREAS, the Town of Waukesha has been approved to leave the Joint Municipal Court effective April 30, 2016, and

BE IT RESOLVED, that Ordinance No. 02-2016 is created to amend Ordinance 03-2015 by removing the Town of Waukesha from the Joint Municipal Court and having the changes updated in Chapter 16, Section 16-31 through Section 16-41 of the Municipal Code of the Village of North Prairie, as described herein.

The Village Board of the Village of North Prairie, Waukesha County, State of Wisconsin, DO
ORDAIN AS FOLLOWS:

Section 1: An ordinance entitled "Joint Municipal Court" is hereby amended to read as follows:

JOINT MUNICIPAL COURT

Sec. 16-31. Joint Municipal Court Created. Pursuant to WI Statute Chapter 755, there is hereby created and established a Municipal Court designated "Joint Municipal Court for the Town of Eagle, the Village of Eagle, the Town of Mukwonago, and the Village of North Prairie, (such parties referred to hereinafter as the "Member Municipalities," and such court referred to hereinafter as the "Joint Municipal Court") presided over by a Municipal Judge.

Sec. 16 -32. Qualifications of Municipal Judge. To be eligible for the office of Municipal Judge, a person must be a qualified elector in either the Town of Eagle, the Village of Eagle, the Town of Mukwonago, or the Village of North Prairie.

Sec. 16-33. Election and Term of Municipal Judge. The Municipal Judge shall be elected at large at the spring election every four years starting with year 2016, per WI Statute 755.02. The term of four (4) years shall commence on May 1 succeeding his or her election. Electors of the Town of Eagle, the Village of Eagle, the Town of Mukwonago, and the Village of North Prairie shall be eligible to vote for the Municipal Judge of the Joint Municipal Court.

Sec. 16-34. Salary of Municipal Judge. The Municipal Judge shall receive a salary and fringe benefits, including Municipal Judge training pursuant to WI Statute 755.18, as determined by the Town of Eagle Board, the Village of Eagle Board, the Town of Mukwonago Board, and the Village of North Prairie Board, with the approval of the Joint Municipal Budget; subject to WI Statute 755.04, which shall be in lieu of fees and costs. The salary shall be paid quarterly. No salary shall be paid to the Municipal Judge for any time during his or her term for which he or she has not executed and filed the official bond and oath as required by Section 16-35 of this section.

Sec. 16-35. 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 WI Statute 757.02(1) pursuant to WI Statute 755.03, with the Clerk of Circuit Court for Waukesha County, and at the same time shall execute and file an official bond in the penal sum of \$3,000.00.

Sec. 16-36. Bond and Oath of Court Clerk. The Court Clerk shall, before entering upon the duties of the office, take and file the official oath as prescribed in WI Statute 19.01, with the Municipal Court Judge. The Municipal Court Judge will then distribute copies of the clerk's oath to the Town Clerk of the Town of Eagle, the Village Clerk of the Village of Eagle, the Town Clerk of the Town of Mukwonago, and the Village Clerk of the Village of North Prairie; and at the same time, shall execute and file an official bond in the penal sum of \$3,000.00.

Sec. 16-37. 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 WI Statute 755.045.

Sec. 16-38. Procedures of the Joint Municipal Court.

- a. The Joint Municipal Court shall be open as determined by order of the Municipal Judge.
- b. The Joint Municipal Court shall be held in the courtroom located in the Village of North Prairie Village Hall, providing that the Joint Municipal Judge may order that the Municipal Court may be held in an alternate public building within the Town of Eagle, the Village of Eagle, the Town of Mukwonago, or the Village of North Prairie.
- c. The procedure in Joint Municipal Court shall be as provided by the Statutes and Laws of the State of Wisconsin.
- d. The Municipal Judge or Municipal Court Clerk shall collect all forfeitures, fees, penalties, assessments and costs in any action or proceeding before the Joint Municipal Court and shall pay over all such monies to the Village of North Prairie Treasurer not later than the fifth (5th) business day following official receipt thereof in Joint Municipal Court.

Sec. 16-39. Contempt in Joint Municipal Court. The Municipal Judge may impose a sanction as authorized under WI Statute 800.12 for Contempt of Court as defined in WI Statute 785.01(1), in accordance with the procedures under WI Statute 785.03.

Sec. 16-40. Joint Municipal Court Committee. The governing body shall appoint a representative to serve on the Joint Municipal Court Committee that is described in the Intergovernmental Agreement between the Member Municipalities. Such representative shall serve for the term and subject to such conditions as established by the governing body upon making the appointment. Such representative serves at the pleasure of the governing body, and may be removed without cause at any time.

Sec. 16-41. Sunset. This section is repealed.

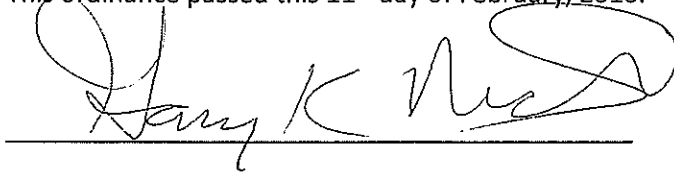
Section 2: SEVERABILITY

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

Section 3: EFFECTIVE DATE AND REPEAL

This ordinance shall be effective upon the last to occur of the following events: The passage and posting or publication as provided by law; the adoption of substantially identical ordinances by all Member Municipalities; May 1, 2016. Upon this ordinance taking effect, Chapter 16 of the Municipal Code of the Village of North Prairie is hereby amended and updated. This ordinance shall be interpreted as being a continuance of the prior ordinance with regard to all terms that are not explicitly modified herein.

This ordinance passed this 11th day of February, 2016.

A handwritten signature in black ink, appearing to read "Gary K. Nickerson", written over a horizontal line.

Gary Nickerson, Village President

Attest:

A handwritten signature in black ink, appearing to read "Rhoda M. Bagley", written over a horizontal line.

Rhoda M. Bagley, Village Clerk