



A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair
Ron Troy
Supervisors
Edward Kranick
Christie Dionisopoulos
Steve Michels
Joe Woelfle
Clerk/Treasurer
Dan Green

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
TUESDAY, DECEMBER 14, 2021
6:30 PM**

DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Citizen Comments: Public comments from citizens regarding items on, or not on the agenda. The Board may not engage in a discussion with the citizen making the comments. Individual presentations are limited to three minutes and citizens shall follow the rules set forth in Section 2.04(1)(d) of the Town Code.
5. Approval of Minutes:
 - A. November 16, 2021, Town Board Minutes
6. Action on vouchers submitted for payment:
 - A. Report on budget sub-accounts and action to amend 2021 budget
 - B. 1) Accounts payable; 2) Payroll
7. Communications (for discussion and possible action)
 - A. City of Delafield public hearing on B-6 zoning amendments.
8. Unfinished Business - None
9. New Business
 - A. Discussion and possible action on the recommendation from the Plan Commission to approve an amendment to the Town Zoning Code to create Section 17.04(5)(r) Planned Development District #1.
 - B. Discussion and possible action on a Letter of Credit Reduction for The Retreat subdivision.
 - C. Discussion and possible action on the adoption of Resolution 21-652, approving the 2022 Lake Country Municipal Court Budget.
 - D. Discussion and possible action on the approval of Ordinance 2021-10, an ordinance to create and establish a Municipal Court pursuant to Sections 755.01(4) and 66.0301 Wisconsin Statutes.
 - E. Discussion and possible action on Resolution 21-653, a resolution to establish wards and polling locations for the Town of Delafield.
 - F. Discussion and possible action on the approval of Election Inspectors for the 2022-2023 Election Cycle.
 - G. Discussion and possible action on the appointment of Jennifer Barker to the Lake Pewaukee Sanitary District Board with a term expiring April 18, 2023.
10. Announcements and Planning items
 - A. Town Hall Closed – Friday December 24th and Monday, December 27th
 - B. Town Hall Closed – Friday December 31st and Monday, January 3rd

- C. Plan Commission - Tuesday, January 4th @ 6:30 PM
- D. Town Board – Tuesday, January 11th @ 6:30 PM

11. Adjournment



Dan Green
Town of Delafield Clerk/Treasurer

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that a quorum of other governmental 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.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Town Clerk Dan Green (262) 646-2398.

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
NOVEMBER 16, 2021 @ 5:30 PM**

Video Link:

First order of business: Call to Order

Chairman Troy called the meeting to order at 5:40 p.m.

Second order of business: Pledge of Allegiance

Third order of business: Roll Call

Present: Chairman Troy, Supervisor Dionisopoulos, Supervisor Kranick and Supervisor Michels. Also, present was Administrator Dan Green. Supervisor Woelfle arrived at 5:55 pm.

Supervisor Woelfle excused

Fourth order of business: Citizen Comments:

Dick Nowacki asked how things were going with the new fire department.

Supervisor Michels explained that the official start date was January 1, 2021. The service levels have been good, and overall, the citizens have response times that are equal to what they have experience. Lake Country provides better training opportunities and access to more equipment. He explained that there was a budget increase for 2022 due to higher prices of goods including gas. He also stated there have been some growing pains with a new department.

Fifth order of business:

- A. Approval of November 8, 2021, Town Board Minutes

Motion by Supervisor Kranick to approve the minutes from November 8, 2021. Seconded by Supervisor Dionisopoulos. Motion passed 4-0.

Sixth order of Business: Action on vouchers submitted for payment:

- A. Report on budget sub-accounts and action to amend 2021 budget
B.1) Accounts payable; 2) Payroll

Motion by Supervisor Kranick to approve payment of Checks #65115-#65165 in the amount of \$146,612.99. Seconded by Supervisor Michels. Motion passed 4-0.

Seventh order of Business: Communications (*for discussion and possible action*)

- A. Lake Country Court

Administrator Green explained that the budget approval along with a resolution re-establishing the court will be coming up at the next Town Board meeting.

Eighth order of Business: Unfinished Business: NONE

Ninth order of Business: New Business:

- A. Discussion and possible action on the recommendation from Plan Commission to approve a Certified Survey Map for Kevin and Tracey Scharnek (Carl Tomich, Westridge Builders, agent), to combine two parcels created by deed that make up the subject property, into one parcel, located at N27W30037 Maple Avenue.

Motion by Supervisor Kranick to approve a Certified Survey Map for Kevin and Tracey Scharnek, to combine two parcels created by deed that make up the property located at N27W30037 Maple Avenue, subject to comments by Waukesha County Parks and Planning. Seconded by Supervisor Dionisopoulos. Motion passed 4-0.

- B. Discussion and possible action on a waste hauler contract for up the drive service for a term beginning January 1, 2022, and expiring December 31, 2028.

Motion by Supervisor Kranick to approve a service contract with GFL Solid Waste Midwest, LLC for municipal solid waste and recycling services for the term beginning January 1, 2022, and expiring December 31, 2028, subject to any comments by the Town attorney. Seconded by Supervisor Michels. Motion passed 4-0.

- C. Discussion and possible action on a service agreement with Humane Animal Welfare Society with a term beginning January 1, 2022, and expiring December 31, 2024.

Motion by Supervisor Kranick to approve a service agreement with Humane Animal Welfare Society with a term beginning January 1, 2022, and expiring December 31, 2024. Seconded by Supervisor Michels. Motion passed 4-0.

- D. Discussion and possible action on a Line of Credit Renewal for Lake Country Fire & Rescue.

Motion by Supervisor Kranick to approve a line of credit renewal for Lake Country Fire & Rescue. Seconded by Supervisor Dionisopoulos. Motion passed 5-0.

- E. Discussion and possible action on the adoption of Resolution 21-651, A Resolution Providing for the Sale of Approximately \$2,685,000 General Obligation Refunding Bonds.

Motion by Supervisor Kranick to adopt Resolution 21-651, a resolution providing for the sale of approximately \$2,685,000 General Obligation Refunding Bonds. Seconded by Supervisor Michels. Motion passed 5-0.

- F. Discussion and possible action on the approval of the 2022 Budget.

Motion by Supervisor Kranick to approve the 2022 Town Budget. Seconded by Supervisor Woelfle. Motion passed 5-0.

Tenth order of Business: Announcements and Planning items

- A. Town Hall Closed - November 25th and 26th.
- B. Plan Commission – Tuesday, December 7, 2021 @ 6:30 PM
- C. Town Board – Tuesday, December 14, 2021 @ 6:30 PM
- D. Town Hall Closed – Friday December 24th and Monday, December 27th.

Thirteenth order of Business: Adjournment:

Motion by Supervisor Dionisopoulos to adjourn the Tuesday, November 16, 2021, Town Board meeting at 6:00 PM. Seconded by Supervisor Michels. Motion passed 5-0.

Respectfully submitted:

Dan Green, CMC/WCMC
Administrator - Town Clerk/Treasurer



NOTICE OF PUBLIC HEARINGS BEFORE THE DELAFIELD PLAN COMMISSION TO CONSIDER TEXT AND MAP AMENDMENTS TO CHAPTER 52 OF MUNICIPAL CODE (ZONING).

Please take notice that the following scheduled public hearings will be held by the Plan Commission of the City of Delafield, Waukesha County, Wisconsin, on Wednesday, December 15, 2021, at 7:00 P.M. in the Common Council Chambers at City Hall, 500 Genesee St., Delafield, Wisconsin, at which time the Plan Commission will consider a text amendment to Section 52-111(aa)(3)(bb) of the Zoning Code to allow indoor firing ranges as a permitted use in the B-6 Commercial Holding District subject to certain conditions. The text amendment was initiated by the City of Delafield Plan Commission at their meeting on November 17, 2021.

Immediately following the above noticed public hearing, another public hearing will be held by the Plan Commission to consider a text amendment to Section 52-111(z)(2) of the Zoning Code to allow a variety of senior living housing types in the B-5 Office and Research Commercial Zoning District when the use is accessory and complementary to a medical use on the same property. The text amendment was initiated by the City of Delafield Plan Commission at their meeting on November 17, 2021.

Immediately following the above noticed public hearing, another public hearing will be held by the Plan Commission to consider an amendment to the zoning district of the Official Zoning Map from the B-4 General Business District to the B-6 Commercial Holding District on property owned by Cedar Square, LLC, which will provide more flexibility in the types of land uses allowed on the property. The property is located in part of the SW ¼ of the SE ¼ of Section 22, T7N, R18E, City of Delafield. More specifically, the property address is 501 Maple Avenue (DELCO808985002). The zoning district map amendment was initiated by the City of Delafield Plan Commission at their meeting on November 17, 2021.

The proposals may be viewed in the Clerk's Office at City Hall, 500 Genesee St., during business hours, or on the City website at www.cityofdelafield.com. All interested parties will be heard. Citizens with written comments regarding the public hearings may email those comments to the City Clerk at clerksoffice@ci.delafield.wi.us and those comments will be included in the meeting packet. **The deadline to receive written comments for forwarding is noon on Thursday, December 9, 2021. Written comments received after the deadline will not be considered as part of the record. Verbal comments may be provided at the meeting.**

Molly Schneider
City of Delafield Clerk

Publication Dates: November 30 and December 7, 2021



**CERTIFICATION OF WORK COMPLETED AND AUTHORIZATION
FOR REDUCTION IN LETTER OF CREDIT**

TOWN OF DELAFIELD

Subdivision: The Retreat Developer: Retreat Development LLC, Archibald Pequet Subdivision Agreement Date: September 20, 2021 Total Letter of Credit: \$978,410			Date: December 6, 2021 Report No.: 2 Covering Period: 9/17/21-12/6/21 Calculated By: Tim Barbeau			
Description of Improvements Required	Contractor	Letter of Credit Amount (amount + 10%)	Amount of Work Completed			
			Previous Report	During This Period	To Date	Amount to Remain
A. Site grading/storm water pond, Restoration (topsoil)	New Berlin Grading	\$377,943	\$84,629.10	\$252,084.20	\$336,713.30	\$41,229.70
B. Base course, asphalt binder pavement, curb and gutter	Payne & Dolan	\$263,933	\$0	\$239,939	\$239,939	\$23,994
C. Asphalt surface course	Payne & Dolan	\$58,300	\$0	\$0	\$0	\$58,300
D. Culverts/Fire Tank/Storm Sewer	DF Tomasini	\$120,769	\$0	\$66,617.00	\$66,617.00	\$54,152
E. Erosion, restoration (seed)	Blaze	\$157,465	\$0	\$135,992.50	\$135,992.50	\$21,472.50
Totals		\$978,410	\$84,629.10	\$694,632.70	\$779,261.80	\$199,148.20
Summary Original Letter of Credit \$978,410 Amount Completed this Period \$694,632.70 Amount Previously Approved \$84,629.10 Total Completed to Date \$779,261.80 Required Letter of Credit Balance.....\$199,148.20			This is to certify that authorization for a reduction in the Letter of Credit is in accordance with the approved subdivision development agreement and with the regulations and ordinances of the Town of Delafield, furthermore, that the computations are true and correct and indicate the amount which can be deducted from the Letter of Credit of the developer.			
R. A. Smith, Inc. recommends a reduction in the Letter of Credit by \$694,632.70 By: _____ Date: _____			Authorized By: _____ Ronald A. Troy, Town Chairman			

2022 Lake Country Municipal Court Budget

Months = 75.00%

2022 Budget Rev 4

Acct #:	Account Description:	2020 Actual	2021 YTD Nine Months	2021 Budget	2021 Year End Estimate	2022 Budget	2022 Budget VS 2021 Budget
Revenues:							
1	4000 Court Fees	325,963	279,971	365,000	367,428	365,000	100.00%
2	4900 Interest Income	4,725	1,085	1,200	1,200	1,200	100.00%
3	4300 Court Assessment	1,574	460	1,500	600	600	40.00%
4	Transfer from Designated Fund	0	0	33,603		0	
5	4800 Miscellaneous	1,240	546	1,200	650	700	58.33%
6	Municipal Subsidies	1,700	1,600		1,600	1,600	
7	Total Revenues	335,202	283,662	402,503	371,478	369,100	91.70%
9	Total Assets	584,035	535,317	0	0	0	
11	Total Liabilities	239,955	188,823	0	0	0	
	Deferred outflows of Resources	0	0				
13	Deferred Inflow of Resources (Stark)	0	0	0	0	0	
15	Total Fund Balance	344,080	346,494	0	0	0	
Expenditures:							
19	Wages & Benefits	274,170	177,078	291,917	248,218	231,398	79.27%
20	Purchased Services	41,400	48,312	43,936	41,039	47,700	108.57%
21	Operating Supplies & Expenses	43,512	9,986	13,350	11,890	14,000	104.87%
22	Fixed Charges	37,463	41,208	53,300	52,672	53,988	101.29%
23	Capital Outlay	133,942	4,662	0	4,662	0	
24	Restitution	0	0	0	0	0	
25	Bad Debt	8,459	0	0	0	0	
26	Total Expenditures:	538,946	281,246	402,503	358,481	347,086	86.23%
28	Total Surplus/Deficit	-203,744	2,416	0	12,997	22,014	

Acct #:	Account Description:	2020 Actual	2021 YTD Nine Months	2021 Budget	2021 Year End Estimate	2022 Budget	2022 Budget VS 2021 Budget
35	5000 Full Time Salaries Clerk of Courts	122,246	58,659	124,252	73,000	63,014	50.71%
37	Deputy Clerk of Courts						
38	5010 Assistant Clerks	21,828	40,402	30,204	64,851	67,829	224.57%
39	Clerk Salaries - Overtime						
40	5015 Part Time Judge	45,011	32,813	44,667	44,667	46,667	104.48%
41	Bailiff/Deputy Services	9,633	7,549	12,000	12,000	14,000	116.67%
42	5030 Employer FICA	13,409	9,336	15,120	14,200	8,759	57.93%
43	5040 Retirement EE-ER	11,780	6,797	11,335	9,000	8,817	77.78%
44	5050 Health	47,910	21,330	53,700	30,000	21,712	40.43%
45	5060 Long Term Disability Ins.	0	0	0	0	0	
46	5070 Life Insurance	541	192	639	500	600	93.90%
47	Unemployment Benefits	1,812	0	0		0	
48	Substitute Judge	0	0	0		0	
49	TOTAL:	274,170	177,078	291,917	248,218	231,398	79.27%

Acct #:	Account Description:	2020 Actual	2021 Nine Months	2021 Budget	2021 Year End Estimate	2022 Budget	2022 Budget VS 2021 Budget
56	PURCHASED SERVICES:						
57	5400 Professional/Outside Services	688	712	2,000	500	1,500	75.00%
58	5405 Accounting	9,355	7,407	9,480	9,480	9,840	103.80%
59	5410 Auditor	8,400	9,000	9,000	9,000	9,500	105.56%
60	5415 Professional Services	0	0				
61	5415 Legal Services	1,394	137	2,500	500	2,500	100.00%
62	5420 Computer Consultant	0	3,172	3,000	3,200	3,000	100.00%
63	Advertising	1,147				0	
64	5425 Court Software Support	14,651	22,922	12,206	12,547	14,860	121.74%
65	5550 Telephone	3,257	2,802	3,300	3,662	4,000	121.21%
66	Internet/Web	0	334	300	300	300	100.00%
67	5500 Repair/Maint. Contracts Equip.	2,508	1,827	1,850	1,850	1,900	102.70%
68	5540 Substitute Judge	0	0	300	0	300	100.00%
69	Total:	41,400	48,312	43,936	41,039	47,700	108.57%
	OPERATING SUPPLIES & EQUIPMENT						
70	5250 Office Supplies/Printing	4,478	5,171	6,000	6,000	6,000	100.00%
71	5300 Postage	4,945	3,926	5,000	5,000	5,000	100.00%
72	5350 Newspaper Publishing	0	0	100	0	50	50.00%
73	5200 Memberships	850	820	900	820	900	100.00%
74	5160 Books & Publications	0	69	150	70	150	100.00%
75	Shredding	711	0			700	
76	Printing	0	0	0		0	
77	Non Capital Equipment Purchases	32,409				0	
78	Miscellaneous	0	0	200	0	200	100.00%
79	5600 Training & Travel	119	0	1,000	0	1,000	100.00%
80	Total:	43,512	9,986	13,350	11,890	14,000	104.87%
	FIXED CHARGES						
82	5100 Insurance and Bonds	0	0	0	0	0	0.00%
83	5105 Workman's Comp	0	-51	0	-51	0	0.00%
84	5120 Public Officials Ins.	0	0	0	0	0	0.00%
85	Property Insurance Coverage	0	0	0	0	0	0.00%
86	5130 G Liability Ins./ Hired & non-owned MV	4,402	4,581	5,000	4,581	5,000	100.00%
87	5140 Bonds	0	0	0	0	0	0.00%
88	5150 Bank Charges	233	162	300	142	300	100.00%
89	5125 Facility Expenses (utilities, plowing)	0	10,641	13,500	13,500	14,188	105.10%
90	5475 Equipment Lease	0	0	0	0	0	0.00%
91	5450 Rent	32,828	25,875	34,500	34,500	34,500	100.00%
92	Total:	37,463	41,208	53,300	52,672	53,988	101.29%
	CAPITAL OUTLAY						
93	8000 Capital Equipment	133,942	4,662	0	0	0	0
94	Total:	133,942	4,662	0	4,662	0	0

2021				2021	2021	Retirement	Retirement
				<u>Salary</u>	<u>FICA</u>	<u>Employee 6.7</u>	<u>Employer 6.75</u>
Pam				65,548	5,014	4,424	4,424
Terri				57,704	4,414	3,895	3,895
Kathy	16.32 Hour (2020)	18 Hrs/Wk		15,276	1,169	0	0
Elaine	16.32 Hour (2020)	17 Hrs/Wk		14,428	1,104	0	0
				152,956	11,701	8,320	8,320
Stipend 500/500/250/250				1,500			
Judge				44,667	3,417	3,015	3,015
				199,123	15,118	11,335	11,335

2021		Employee	Employer
Health Insurance:		<u>Contribution</u>	<u>Contribution</u>
Pam Health	21,493	2,579.13	18,913.59
Pam Dental	1,162	139.44	1,022.56
Terri Health	21,493	2,579.13	18,913.59
Terri Dental	1,162	139.44	1,022.56
Judge Health	21,493	10,746.36	10,746.4
Judge Dental	1,162	571.00	581.00
	67,964	16,754.49	51,199.67
Deductible Cost:	1000, 1000, 500		2,500.00
			53,699.67

2022 Salary:	2021 Salary	2022 Salary		2022		Retirement	Retirement
				<u>Salary</u>	<u>FICA</u>	<u>Employee 6.5</u>	<u>Employer 6.5</u>
Terri	60,590	63,013.86	Full Time	63,014	4,821	4,096	4,096
Dawn	20.00	20.80	24 Hrs.WK	25,958	1,986	1,687	1,687
Kathy	16.96	17.64	24 Hrs/Wk	22,013	1,684	0	0
Elaine	15.30	15.91	24 Hrs/Wk	19,858	1,519	0	0
Judge	44,454.00	46,667.00		46,667	3,570	3,033	3,033
				114,496	8,759	8,817	8,817
		4% Clerks					

2022		Employee	Employer
Health Insurance:		<u>Contribution</u>	<u>Contribution</u>
	Year		
Terri Health	9,372.48	1,124.70	8,247.78
Terri Dental	431.16	51.74	379.42
Judge Health	23,007.36	11,503.68	11,503.7
Judge Dental	1,161.96	580.98	580.98
	33,972.96	13,261.10	20,711.86
Deductible Cost:	500, 500		1,000.00
Employer Total Cost:			21,711.86



VILLAGE OF OCONOMOWOC LAKE
35328 W. Pabst Road, Oconomowoc, Wisconsin 53066

MEMO

To: Administrative Committee

From: Donald Wiemer, Chair, Administrative Committee

Date: October 18, 2021

Reference: 2022 Court Budget

2021 End of Year Estimates:

I have estimated the 2020 end of year estimates. We are estimating an end of year surplus of \$12,997 for 2021. The surplus is caused by the reduction of one full time employee including benefits not planned for in the 2021 budget. We had planned on a shortfall of \$33,603 for the end of this year. Hopefully revenues will continue at their current pace and expenditures will continue to be under budget.

2022 Budget Highlights – Revenues

1. The court is planned to exceed the \$365,000 in court fees for 2022. If revenues do not exceed \$365,000 an end of year surplus of \$22,014 is projected.

2021 Expenditures

1. Salaries for staff are attached to the budget sheet. Increases are proposed for the clerk and the part time staff. The Judge is proposed to increase \$2,000 for next year. There were no raises last year except for a small stipend to the clerical staff. It is the intent of the Operations Committee to use part time help as long as possible until a need is demonstrated for a second full time clerk. This will be discussed further in closed session on November 10, at our annual Administrative Committee meeting.
2. Wisconsin retirement had a decrease for 2022 6.75% to 6.50%.
3. Health insurance increased 6.1% for 2022.
4. No real changes in Purchased Services and Operating Supplies and Equipment
5. Fixed Charges, rent payable to the City of Oconomowoc for our new location will continue to be \$34,500 and an additional \$14,188 for facility expense which includes utilities, plowings, cleaning, and supplies. The facility expense was adjusted for 2022.
6. There are no planned capital expenditures planned for 2022.

If you have any questions regarding the budget for 2022, please contact me at 414-881-9726.

TO: City, Village and Town Clerks

RE: Lake Country Municipal Court
Court 2022 Budget Approval

Dear Clerks:

I enclose herewith a proposed Municipal Court budget for 2022. Note the projected surplus for 2022 is \$22,014.00. This is only a "budget." If you have any questions, feel free to contact me.

Also enclosed is a resolution approving the budget. It would be appreciated if you would take this resolution to your governing body and have it approved, returning a signed copy to the Municipal Court. Thank you for your cooperation.

Sincerely,

Donald G. Wiemer, Chairman
Administrative Committee
LAKE COUNTRY MUNICIPAL COURT

Enclosures cc:
Municipal Court Representatives (letter only)

Judge Timothy Kay
Lake Country Municipal Court

RESOLUTION No. 21-652

RESOLUTION APPROVING MUNICIPAL COURT BUDGET

WHEREAS, the Intermunicipal Agreement for the operation of the Lake Country Municipal Court requires formation of an annual budget no later than the 1st day of September and approval of said budget by governing bodies of member municipalities; and

WHEREAS, the Court Administrative Committee, Court personnel and the Municipal Court Judge have formulated a budget for 2022 which has estimated revenues of \$369,100.00 and anticipated expenditures of \$347,086.00.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the attached Municipal Court budget for 2022 be approved.

Adopted this 14th day of December, 2021.

Town of Delafield

Ronald Troy, Chairperson

ATTEST

Daniel Green, Administrator/Clerk/Treasurer

Date: _____

SUCCESSOR AGREEMENT FOR THE OPERATION OF THE LAKE COUNTRY
MUNICIPAL COURT a/k/a MUNICIPAL COURT
FOR WESTERN WAUKESHA COUNTY
(Pursuant to Section 66.0301, Wis. Stats.)

AGREEMENT effective November 11, 2021, and on the date set opposite the signature of the Mayor, Village President, or Town Board Chairperson, by and between the City of Oconomowoc, Town of Oconomowoc, Village of Summit, Town of Merton, Town of Lisbon, Town of Delafield, Town of Erin, Village of Hartland, Village of Oconomowoc Lake, Village of Chenequa, Village of Lac La Belle, Village of Sussex, Village of Merton, Village of Dousman, Village of Nashotah, Village of Sullivan, Village of Johnson Creek, Town of Ottawa (Contract Member), and Town of Ixonia (Contract Member), Town of Sullivan (Contract Member), all being municipal corporations organized and existing under the laws of the State of Wisconsin.

RECITALS:

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 that 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 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 ordinances adopted by the member municipalities, and the terms of this agreement. In the event of conflict, the provisions of the Wisconsin statutes governing this court shall prevail. Pursuant to Section 755.01 (4), Wis. Stats., each member of the multimember Municipal Court shall adopt identical ordinances, and after adoption execute this Intermunicipal Agreement.

2. ORGANIZATION. Except for matters required by statute 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. In addition, the Administrative Committee has currently authorized three sub-committees, namely: (1) Operations Committee; (2) Personnel Committee; and (3) Long Range Planning Committee. Each sub-committee shall have no less than three (3) members appointed by the chairperson of the Administrative Committee. Each sub-committee will in turn appoint a chair and keep brief minutes/notes of any meetings. Meetings will be publicly posted. The Operations Committee will meet not less than monthly, review and approve monthly financial statements and payment of bills, deal with general court operations, and formulate and recommend the annual court budget. The Personnel Committee will meet as needed and deal with personnel issues only. Both the Operations Committee and Personnel Committee may be involved, either individually or jointly, in the update of any employee handbook. The Long-Range Planning Committee will meet as needed to discuss and make recommendations as to the court's future facility needs.

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 Mayor, President or Chairperson 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 Administrative Committee. The Administrative Committee shall appoint a chair and a vice chair for a term not to exceed 2 years. These appointments shall occur at the annual fall meeting or whenever a vacancy occurs. The appointments takes effect on January 1 of the following year.

(b) Powers and Duties. The 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 Administrative Committee shall be a recommending agency. The Administrative Committee may delegate certain authority or powers to the Operations or other committees. The Administrative Committee shall recommend to the governing bodies the annual court budget and the bail bond schedule for the court. The Operations 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 ensure the proper handling of said funds. The Administrative Committee shall, with input from the judge, recommend that the court's participating municipalities approve the annual budget as prepared and recommended by the Operations Committee for the operation of the court.

(c) Voting and Procedure. The Court Administrative Committee shall be governed by Robert's Rules of Order and a 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.

Many of the municipalities that comprise this Municipal Court for police protection purposes contract with a County Sheriff's Department. If a municipality that contracts with a Sheriff's Department for police service appoints the Contract Deputy Sheriff as the municipality's member of the Administrative Committee, the Contract Deputy Sheriff shall be entitled to vote on any matter as the representative for each of the municipalities that the Contract Deputy Sheriff represents. Each municipality represented by a Contract Deputy Sheriff shall count toward meeting the quorum requirement.

4. MUNICIPAL JUDGE. This court shall be presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the court's Member or Contract Municipalities. The Municipal Judge shall be elected at large in the spring election for a term commencing on May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in Section 8.10, Wis. Stats, and selection at a primary election if such is held as provided in Section 8.11, Wis. Stats. Each Member Municipality shall provide for a primary election whenever three (3) or more candidates file nomination papers for the position of Municipal Judge as provided in Section 8.11(1)(a), Wis. Stats., and such primary election shall be held on the third Tuesday of February as provided in Section 5.02(22), Wis. Stats.

5. ELECTIONS. The Municipal Clerk of each municipality shall see to the compliance with Statutes 5.58(1) (c), 5.60(1)(b), 5.60(2), 7.10(1)(a), 7.60(4)(a) and 8.10(6)(a) to provide for the election of a Municipal Judge under Section 755.01 (4).

6. OATH AND BOND. The judge shall, after his/her election or appointment to fill a vacancy, take and file the official oath as prescribed in Section 757.02(1), Wis. Stats. The Municipal Judge shall not act until his/her oath have been filed as required by Section 19.01(4)(c) and Section 755.03(2), Wis. Stats.

7. JURISDICTION. The Municipal Judge of the Municipal Court shall have such jurisdiction as provided by Section 755.045 and 755.05, Wis. Stats., and as otherwise provided by state law. The Municipal Judge is authorized to issue inspection warrants under Section 66.122 and 66.123, Wis. Stats.

8. JUDGE'S SALARY. The salary of the Judge shall be set by the annual budget of the Court, approved and recommended by the Administrative Committee, and approved by the City Common Council and Village and Town Boards as part of the budget process.

9. LOCATION AND HOURS. The Municipal Court shall be held in the Community Room of the City of Oconomowoc Public Safety Building or at such other locations as the Administrative Committee may direct. The Municipal Court shall be open at such times as determined by the Municipal Judge, but no less than every Friday commencing at 8:00 am.

10. CLERK. The Clerk is appointed by the Judge pursuant to Section 755.10, Wis. Stats. Salary and fringe benefits of the Clerk and any Deputy Clerks or other part-time employees are set forth in the Court's annual budget and must be approved and

recommended by the Administrative Committee, and approved by the City Common Council, Village and Town Boards.

11. FORFEITURES FEES PENALTY ASSESSMENTS AND COSTS. All forfeitures, fees, penalty assessments and other costs paid to the Municipal Court shall be accounted for and disbursed by the Municipal Court with the approval of the Operations Subcommittee on a not less than monthly basis. The Municipal Judge may impose punishment and sentences as provided by Section 800.09, Wis. Stats., and as provided in the ordinances of the Member Municipalities.

12. STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT. The Municipal Court herein established shall be operated pursuant to and in compliance with the provisions of Chapter 800, Wis. Stats, and, where applicable, other provisions of the Wisconsin Statutes. The Municipal Judge shall establish in accordance with Section 800.03(3), Wis. Stats, a schedule of deposits for violations of city, village and town ordinances, resolutions and by-laws, except traffic regulations which are and shall be governed by Chapter 345.27, Wis. Stats., and boating regulations which are and shall be governed by Chapter 23.67, Wis. Stats. Such deposit schedule shall be approved by the respective governing bodies of the municipalities creating and establishing this court and shall be posted in the office of the Municipal Court Clerk and the police departments of the respective communities.

13. PROCEDURE IN MUNICIPAL COURT. The procedure in Municipal court shall be as provided by this ordinance and state law, including, but not excluding because of enumeration, Chapters 66, 345, 751, 757 and 800, Wis. Stats.

14. CONTEMPT PROCEDURES.

(a) The Municipal Judge may impose a sanction authorized under Section 800.12(2) for contempt of court as defined in Section 785.01 (1), Wis. Stats., in accordance with the procedures under Section 785.03, Wis. Stats.

(b) The Municipal Judge may impose a forfeiture for contempt under Section 800.12(2) Wis. Stats. in an amount not to exceed \$200.00 (or as otherwise authorized by statute), or, upon nonpayment of the forfeiture and the penalty assessment under Section 165.87 Wis. Stats., a jail sentence not to exceed 7 days.

15. BUDGET PROCESS.

(a) Time and Approval. The Operations Committee, Judge, and Clerk shall formulate a budget annually to be approved by the Administrative Committee no later than November 15th 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 December 31. Approval by a majority of all 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., shall be retained by the court to be applied to the operating expenses of the court. Any excess of costs collected shall be held in reserve or otherwise disbursed as approved by the Administrative Committee in compliance with all applicable statutes.

(c) Court Operating Expenses. The net operating expenses, if any, 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 debits being made on the next succeeding billing after annual audit. Payment shall be made within 30 days of billing. Citations entered by the court for any municipality when not received by the court in electronic format, will be assessed a per citation fee for entering such citations into the court software. Any community using the court will be assessed a fee set by the Administrative Committee if no citation has been submitted to the court in a calendar year. The current cost per citation entry is \$5.00 and \$500.00 per year if no citations submitted.

(d) Capital Expenditures. Capital expenditures shall be made a separate line item of the annual budget. All purchases other than operating expenses over \$500.00 shall be noted as Capital Expenditures.

16. 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.

17. CONTRACT MUNICIPALITIES. The court may add additional communities in the future upon request of a community and approval of the 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 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 Administrative Committee. Any Contract Municipality will have municipal court services provided pursuant to a contract entered into between the Contract Municipality and the Administrative Committee. Contract Municipalities do not have a vote on the Administrative Committee. Any costs incurred by the court in adding the contract community will be charged to that community.

18. TERMINATION. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge and Chair of the Administrative Committee no later than August 31st 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 Section 755.01 (4) Agreement is in effect.

19. 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.

IN WITNESS WHEREOF the parties have executed this Agreement under seal to be effective as of the date first written.

Municipality

Approved: _____
Date

BY: _____
Ronald Troy, Chairperson

ATTEST:

Daniel Green, Clerk

Municipality

November 10, 2021

755.01 Option of municipality.

- (1) There is created and established in and for each city, town and village, a municipal court designated "Municipal Court for the (city, town or village) of (name of municipality)". A municipal court created under this subsection is a coequal branch of the municipal government, subject to the superintending authority of the supreme court, through the chief judge of the judicial administrative district. A court shall become operative and function after January 1, 2011, when the city council, town board, or village board adopts an ordinance or bylaw providing for the election of a judge and the operation and maintenance of the court, receives a certification from the chief judge of the judicial administrative district that the court meets the requirements under ss. [755.09](#), [755.10](#), [755.11](#), and [755.17](#), and provides written notification to the director of state courts of the adoption of the ordinance or bylaw. A permanent vacancy in the office of municipal judge shall be filled under s. [8.50 \(4\) \(fm\)](#). Any municipal court established under this section is not a court of record. The court shall be maintained at the expense of the municipality. The municipal governing body shall determine the amount budgeted for court maintenance and operations. The budget of the municipal court shall be separate from, or contained on a separate line item from, the budget or line items of all other municipal departments, including the budget or line items of the municipal prosecuting attorney and the municipal law enforcement agency.
- (2) The governing body may by ordinance or bylaw abolish the municipal court as part of a consolidation under s. [66.0229](#) or at the end of any term for which the judge has been elected or appointed, but only if the ordinance or bylaw abolishing the court is submitted to the appropriate filing office under s. [11.0102 \(1\) \(c\)](#) and to the director of state courts prior to October 1 of the year preceding the end of the term for which the judge has been elected or appointed. The governing body may not abolish the municipal court while an agreement under sub. [\(4\)](#) is in effect.
- (3) A municipality may establish as many branches of municipal court as it deems necessary.
- (4) Two or more cities, towns or villages of this state may enter into an agreement under s. [66.0301](#) for the joint exercise of the power granted under sub. [\(1\)](#), except that for purposes of this subsection, any agreement under s. [66.0301](#) shall be effected by the enactment of identical ordinances by each affected city, town or village. Electors of each municipality entering into the agreement shall be eligible to vote for the judge of the municipal court so established. If a municipality enters into an agreement with a municipality that already has a municipal court, the municipalities may provide by ordinance or resolution that the judge for the existing municipal court shall serve as the judge for the joint court until the end of the term or until a special election is held under s. [8.50 \(4\) \(fm\)](#). Each municipality shall adopt an ordinance or bylaw under sub. [\(1\)](#) prior to entering into the agreement. The contracting municipalities need not be contiguous and need not all be in the same county. Upon entering into or discontinuing such an agreement, the contracting municipalities shall each transmit a certified copy of the ordinance or bylaw effecting or discontinuing the agreement to the appropriate filing officer under s. [11.0102 \(1\) \(c\)](#). Any court formed under this subsection, including the formation of a new court by a change in the municipalities that have entered into an agreement under s. [66.0301](#), shall become operative and function when the requirements under this subsection are met, the court receives a certification from the chief judge of the judicial administrative district that the court meets the requirements under ss. [755.09](#), [755.10](#), [755.11](#), and [755.17](#), and the court provides written notification to the director of state courts. Discontinuation of an agreement under this subsection shall be effective at the end of the term for which the judge has been elected or appointed but only if the ordinance or bylaw discontinuing the agreement is submitted to the appropriate filing office under s. [11.0102 \(1\) \(c\)](#) and to the

director of state courts prior to October 1 of the year preceding the end of the term for which the judge has been elected or appointed. When a municipal judge is elected under this subsection, candidates shall be nominated by filing nomination papers under s. [8.10 \(6\) \(bm\)](#), and shall register with the filing officer specified in s. [11.0102 \(1\) \(c\)](#).

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

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

History: [1977 c. 187 s. 94](#); [1977 c. 273, 305, 447](#); Stats. 1977 s. 755.02; [2009 a. 402](#)

755.03 Oath and bond.

- (1) The judge shall, after election or appointment, take and file the official oath as prescribed in s. [757.02 \(1\)](#) and at the same time, if required to do so by a city's, village's, or town's governing body, execute and file an official bond in an amount to be fixed by the governing body. If the governing body does not require the judge to execute and file an official bond, the governing body shall obtain a dishonesty insurance policy or other appropriate insurance policy that covers the judge, in an amount fixed by the governing body, in lieu of the bond requirement. The governing body shall pay the costs of the bond or insurance policy. No judge may act as such until he or she has complied with the requirements of sub. (2).
- (2) Within 10 days after a municipal judge takes the oath, the judge shall file the oath and, if required to do so as described in sub. (1), the official bond with the clerk of the city, town or village where the judge was elected or appointed. If the municipal judge is elected under s. [755.01 \(4\)](#), the judge shall file copies of the oath and bond with each applicable municipal clerk. The judge shall file a certified copy of the oath with the office of director of state courts within the 10-day time period after the judge takes the oath.

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

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

History: [1977 c. 187 s. 94](#); [1977 c. 305 s. 64](#); Stats. 1977 s. 755.04; [1985 a. 304](#); [2009 a. 402](#).

755.045 Jurisdiction.

- (1) A municipal court has exclusive jurisdiction over an action in which a municipality seeks to impose forfeitures for violations of municipal ordinances of the municipality that operates the court, except as follows:
 - (a) If the action is transferred under s. [800.035 \(5\) \(c\)](#) or [800.05 \(3\)](#) to a court of record.
 - (b) If equitable relief is demanded the plaintiff shall bring the action in a court of record.
 - (c) Whenever the municipal court of a 1st class city in any county having a population of 750,000 or more is not in session, the circuit court has concurrent jurisdiction to hear municipal court cases.

- (2) A municipal judge may issue civil warrants to enforce matters which are under the jurisdiction of the municipal court, as provided in ch. [800](#). Municipal judges are also authorized to issue inspection warrants under s. [66.0119](#).
- (3) A municipal judge may order the payment of restitution for violations of ordinances that prohibit conduct that is the same as or similar to conduct prohibited by state statute punishable by fine or imprisonment or both. The judge shall use the restitution procedure under s. [800.093](#).

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

755.05 Territorial jurisdiction. Every judge has statewide jurisdiction as authorized by this chapter and ch. [800](#).

History: [1977 c. 187 s. 94](#); [1977 c. 305 s. 64](#); Stats. 1977 s. 755.05; [1985 a. 89](#); [2009 a. 402](#).

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

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

755.09 Office, where kept.

- (1) The governing body of the city, village, or town shall provide the judge with an office or appropriate work space other than at a place prohibited under sub. (2).
- (2) No judge may keep his or her office or hold court in any tavern, or in any room in which intoxicating liquors are sold, or in any room connecting with a tavern or room in which intoxicating liquors are sold.

History: [1977 c. 187 s. 94](#); [1977 c. 305 s. 64](#); Stats. 1977 s. 755.09; [1997 a. 27](#); [2009 a. 402](#).

755.10 Employees.

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

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

800.12 Municipal court contempt procedure.

- (1) In this section, "contempt of court" means any of the following intentional acts:
- (a) Misconduct in the presence of the court that interferes with the court proceeding or with the administration of justice, or that impairs the respect due the court.
- (b) Refusal of a witness to appear without reasonable excuse.
- (2) A judge may impose a forfeiture in an amount not to exceed \$200 for a contempt of court.
- (3) For a contempt of court described in sub. (1) (a), the judge may impose imprisonment in the county jail for not more than 7 days and impose a forfeiture. These penalties shall be imposed immediately after the contempt of court has occurred and only under the following conditions:

- (a) For the purpose of preserving order in the court and protecting the authority and dignity of the court.
- (b) After allowing the person who committed the contempt of court an opportunity to address the court.
- (4) For a contempt of court described in sub. [\(1\) \(b\)](#), the judge may do any of the following:
 - (a) Issue a warrant to bring the witness before the court for the contempt and to testify.
 - (b) In addition to ordering the witness to pay a forfeiture under sub. [\(2\)](#), the judge may order the witness to pay all costs of the witness's apprehension.

History: [1977 c. 305](#); [1979 c. 32 s. 68](#); [1979 c. 257](#); Stats. 1979 s. 800.12; [1987 a. 27](#); [1989 a. 107](#); [1991 a. 39](#); [1993 a. 16](#); [1997 a. 27](#); [1999 a. 9](#); [2001 a. 16](#); [2003 a. 139](#); [2009 a. 402](#).



VILLAGE OF OCONOMOWOC LAKE
35328 W. Pabst Road, Oconomowoc, Wisconsin 53066

MEMO

To: Lake Country Municipal Court Communities

From: Donald Wiemer, Chair, Administrative Committee

Date: November 10, 2021

Reference: Municipal Ordinance and 66.0301 Successor Agreement

Attached are two documents for your review and municipal approval. These two documents have been updated to reflect the changes in state statute as it pertains to the court and its operations and the change in location of the court to the new location at the new police municipal building in Oconomowoc.

As to the revised municipal ordinance that creates the court, I ask that you repeal your latest court ordinance and approve this ordinance. Under section 1, there are blanks for referencing your previous ordinance and when it was adopted.

The Successor Agreement revisions address the changes in state law. Attached to the agreement is reference to the state statutes referenced in this agreement for your convenience. Also added to the agreement is the creation of a vice chair for the administrative Committee and how and when they are elected as well as the election of the chairperson.

If you have any questions, please feel free to call me at 414-881-9726.

ORDINANCE NO. 2021-10

AN ORDINANCE TO CREATE AND ESTABLISH A MUNICIPAL COURT FOR THE CITY OF OCONOMOWOC, VILLAGE OF OCONOMOWOC LAKE, VILLAGE OF DOUSMAN, TOWN OF DELAFIELD, VILLAGE OF NASHOTAH, TOWN OF LISBON, TOWN OF MERTON, VILLAGE OF SUSSEX, VILLAGE OF HARTLAND, VILLAGE OF LAC LABELLE, TOWN OF OCONOMOWOC, VILLAGE OF SUMMIT, VILLAGE OF CHENEQUA, TOWN OF ERIN, VILLAGE OF MERTON, VILLAGE OF SULLIVAN, VILLAGE OF JOHNSON CREEK, TOWN OF IXONIA (Contract Member), TOWN OF OTTAWA (Contract Member), AND TOWN OF SULLIVAN (Contract Member) PURSUANT TO SECTIONS § 755.01 (4) AND § 66.0301 WISCONSIN STATUTES

The City/Town/City Council/Board of the Town of Delafield, Waukesha County, Wisconsin does hereby ordain as follows:

SECTION 1.

Ordinance No. 2019-02 dated on or about April 9, 2019 entitled "An Ordinance To Create And Establish A Municipal Court For The City Of Oconomowoc, Village Of Oconomowoc Lake, Village Of Dousman, Town Of Delafield, Village Of Nashotah, Town Of Lisbon, Town Of Merton, Village Of Sussex, Village Of Hartland, Village Of Lac Labelle, Town Of Oconomowoc, Village Of Summit, Village Of Chenequa, Town Of Erin, Village Of Merton, Village Of Sullivan, Village Of Johnson Creek (Contract Member), Town Of Ixonia (Contract Member), Town Of Ottawa (Contract Member), and Town of Sullivan (Contract Member) is hereby repealed and the Municipal Court ordinance is hereby re-created as follows:

MUNICIPAL COURT

(1) MUNICIPAL COURT CREATED

There is hereby created and established a Municipal Court under the provisions of Chapter 755 of the Wisconsin Statutes for the City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Town of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia (Contract Member) and Town of Ottawa (Contract Member), and Town of Sullivan (Contract Member) or so many of those municipalities which enact an ordinance identical to this ordinance pursuant to § 755.01 (4).

(2) MUNICIPAL JUDGE

Such court shall be under the jurisdiction of and presided over by a Municipal Judge, who shall be an attorney licensed to practice law in Wisconsin, and who shall reside in one of the following Municipalities: City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Town of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia, Town of Ottawa, or Town of Sullivan, or those municipalities which enact an ordinance identical to this ordinance and enter into an agreement pursuant to § 566.0301 Wis. Stats. for the joint exercise of the power granted under § 755.01 Wis. Stats. Such Municipal Judge shall be elected at large in the spring election for a term of four (4) years commencing May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in § 8.10 Wis. Stats., and selection at a primary election if such is held as provided in § 8.11 Wis. Stats. The Town Board of the Town of Delafield shall provide for a primary election whenever three (3) or more candidates file nomination papers for such position of Municipal Judge as provided in § 8.11(1)(a) Wis. Stats., and such primary election shall be held on the third Tuesday of February as provided in § 5.02(22) Wis. Stats.

(3) ELECTIONS

The Municipal Clerk of each municipality shall see to the compliance with § 5.58(1)©, § 5.60(1)(b), § 5.60(2), § 7.10(1)(a), § 7.60(4)(a) and § 8.10(6)(bm) to provide for the election of a Municipal Judge under § 755.01 (4).

(4) OATH AND BOND

The Judge shall, after his election or appointment to fill a vacancy, take and file the official oath as prescribed in § 757.02(1) Wis. Stats. The Municipal Judge shall not act until his/her oath have been filed as required by Section § 19.01(4)© and Section § 755.03(2), Wis. Stats.

(5) SALARY

The salary of the Municipal Judge shall be fixed by the governing bodies of the municipalities that created and established this Municipal Court, which shall be in lieu of fees and costs. No salary shall be paid for any time during his/her term during which such Judge has not executed his official oath, as required by § 755.03, Wis. Stats., and filed pursuant to § 19.01 Wis. Stats. The municipalities may by separate ordinances, resolutions, or through the budget process, allocate funds for the administration of the Municipal Court pursuant to Wis. Stats. § 66.0301.

(6) JURISDICTION

The municipal Judge of the Municipal Court shall have such jurisdiction as provided by § 755.045 and § 755.05 Wis. Stats., and as otherwise provided by State Law. The Municipal Judge is authorized to issue inspection warrants under § 66.01 19 Wis. Stats.

(7) LOCATION AND HOURS

The Municipal Court shall be held in the Municipal Building of the City of Oconomowoc Police Department at 630 E. Wisconsin Avenue, Oconomowoc, Wisconsin. The Municipal Court shall be open at such times as determined by the Municipal Judge, but no less than every Friday commencing at 8:00 am.

(8) FINES AND FORFEITURES

The Municipal Judge may impose punishment and sentences as provided by ss 800.09, Wis. Stats., and as provided in the ordinances of the following municipalities: City of Oconomowoc, Village of Oconomowoc Lake, Village of Dousman, Town of Delafield, Village of Nashotah, Town of Lisbon, Town of Merton, Village of Sussex, Village of Hartland, Village of Lac LaBelle, Town of Oconomowoc, Village of Summit, Village of Chenequa, Town of Erin, Village of Merton, Village of Sullivan, Village of Johnson Creek, Town of Ixonia, Town of Ottawa or Town of Sullivan. All forfeitures, fees, penalty assessments and costs shall be paid to the Treasurer of the Municipality within which the case arose within 7 days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the Treasurer the title of the action, the offense for which a forfeiture was imposed and the total amount of the forfeiture, fees, penalty assessment and costs, if any.

(9) STIPULATIONS AND DEPOSITS IN MUNICIPAL COURT

The Municipal Court herein established shall be operated pursuant to and in compliance with the provisions of Chapter 800 Wis. Stats., and, where applicable, other provisions of the Wis. Stats. as referred to in subsection (10) below. The Municipal Judge shall establish in accordance with § 800.037 Wis. Stats., a schedule of deposits for violations of City, Village and Town ordinances, resolutions and bylaws, except traffic regulations which are and shall be governed by § 345.26 Wis. Stats., and boating violations which are, and shall be governed by § 23.66 and § 23.67 Wis. Stats. Such deposit schedule shall be approved by the respective governing bodies of the municipalities creating and establishing this Court and shall be posted in the office of the Municipal Court Clerk and the police departments of the respective communities.

(10) PROCEDURE IN MUNICIPAL COURT

The procedure in Municipal Court shall be as provided by this Ordinance and State Law including, but not excluding because of enumeration Chapters 66, 345, 751, 755, 757 and 800 of Wis. Stats.

(11) CONTEMPT PROCEDURES

- (a) The Municipal Judge may impose a sanction authorized under § 800.12(2) for contempt of court, as defined in § 785.01(1) Wis. Stats., in accordance with the procedures under § 785.03 Wis. Stats.
 - (b) The Municipal Judge may impose a forfeiture for contempt under § 800.12(1) Wis. Stats., in an amount not to exceed \$50.00 or, upon nonpayment of the forfeiture and the penalty assessment under § 757.05 Wis. Stats., a jail sentence not to exceed 7 days.
- (12) The Municipal Court hereby established shall not be abolished while the §755.01(4) agreement is in effect.

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

This ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Dated this 14th day of December, 2021.

MUNICIPALITY

By: _____
Mayor/Chairman/President

Title

ATTEST:

Clerk Signature City of/Town of/Village of

ADOPTED: _____

POSTED: _____

RESOLUTION NO. 21-653

A RESOLUTION TO ESTABLISH WARDS AND POLLING LOCATIONS FOR THE TOWN OF DELAFIELD

WHEREAS, Section 5.15 of the Wisconsin Statutes, requires every City, Village or Town over 1,000 in population to be divided into wards according to the final published results of the most recent federal census, and

WHEREAS, town staff has divided the Town into wards making a good faith effort to accommodate the "Tentative Supervisor District Plan" and creating a plan that permits the creation of lawful county supervisor districts and municipal aldermanic districts.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of Supervisors of the Town of Delafield, Waukesha County, Wisconsin, that the division of the Town into 11 wards with 3 reporting units, and 3 polling locations. Such reporting units and polling locations are described as:

Delafield Town Hall, W302N1254 Maple Avenue, Delafield

- Ward 1 Ward 5
Ward 2 Ward 6

Little Red School House, N35W29288 North Shore Drive, Pewaukee

- Ward 3
Ward 4

Dayspring Church, N14W29503 Silvernail Road, Pewaukee

- Ward 7 Ward 10
Ward 8 Ward 11
Ward 9

BE IT FURTHER RESOLVED, that this resolution shall be filed with the Town Clerk, who shall transmit a copy to the County Clerk and the Legislative Reference Bureau within five days of adoption.

PASSED AND ADOPTED by the Town Board of the Town of Delafield, Waukesha County, Wisconsin this ___ day of December, 2021.

TOWN OF DELAFIELD

Ron Troy, Town Chairman

ATTEST:

Dan Green, Administrator-Clerk/Treasurer



A PERFECT ENVIRONMENT

Residential Recreational Responsible

030
Chair
Ron Troy
Supervisors
Pete Van Horn
Edward Kranick
Christie Dionisopoulos
Billy Cooley
Clerk/Treasurer
Dan Green

December 14, 2021

To: Chairman Ron Troy
Cc: Town Board
From: Dan Green, Administrator/Clerk/Treasurer

Item: Discussion and possible action on Resolution 21-653, a resolution to establish wards and polling locations for the Town of Delafield

Description:

This resolution redefines the Town's polling locations based on the recent redistricting. No changes have been made to the Town's polling locations, based on the census. This resolution is at the request of the State and Waukesha County and is a requirement through the redistricting process, and identifies polling locations for each ward in the Town.

Recommendation:

Staff recommends approval of Resolution 21-653, a resolution to establish wards and polling locations for the Town of Delafield.



A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair 031
Ron Troy
Supervisors
Pete Van Horn
Edward Kranick
Christie Dionisopoulos
Billy Cooley
Clerk/Treasurer
Dan Green

December 14, 2021

To: Chairman Ron Troy
Cc: Town Board
From: Dan Green, Administrator/Clerk/Treasurer

Item: Discussion and possible action on the approval of Election Inspectors for the 2022-2023 Election Cycle.

Description:

The State requires municipalities to approve their list of poll workers every election cycle. Both political parties have submitted their list to the Town and those names are highlighted on the attached list. Letters will be going to all poll workers regarding upcoming trainings and the schedules elections for the next two years. Letters will be sent in January.

Recommendation:

Staff recommends approval of Election Inspectors for the 2022-2023 Election Cycle as presented.

2022-2023 Poll Worker List

First Name	Last Name
Roy	Birk
Maggie	Brzezinski
Sue	Chuckel
Cindy	Denison
Aaron	Duffy
Melissa	Duffy
Margaret	Dwyer
Kim	Esser
Helen	Fedder
Gayle	Feiza
Peter	Friend
Susan	Good
Dianne	Hardtke
Mary	Heidt
Margaret	Hollister
Kathleen	Hyslop
Kara	Kaiser
Quinn	Kaiser
Paula	Kanter
Paul	Kanter
LINDA	KOEPP
Suzanne	Kozlowski
Marilyn	Krause
Lynn	Krug
Christine	Kunert
Margaret	Lieber
Dawn	Lotz
Deborah	Martin
Kiara	Mack
Corrine	Mikula
Maureen	Morris
Angela	Nyholm
Maria	Olig
Colleen	Pellock
David	Perrigo

Sherri Mowery
 Charlotte
 Patty Good
 Holly
 Sarah
 Chris
 Cathy
 Mary
 Bill

Perrigo
 Peterson
 Seeboth
 Schmaling
 Spencer
 Spytek
 Stottlemeyer
 Swendson
 Swendson

Mary Claire

Zimmerman

Jayne

Andree

Jaunetta

Biever

Jan

Buckley

Michele

Croegaert

Theresa

Driscoll

Jill

Fitzgerald

Juli

Garton

Barb

Janke

Deb

Kaerek

Bezmi

Kranick

Deborah

Krech

Jacquelyn

Krimpelbein

Lynn

Lieber

Eric

Lien

Trudy

Malone

Cari

Matter

Julia

Myre

Larry

Myre

Nancy

Niedziela

Joan

Nowacki

Richard

Nowacki

Jean

Oswald

Kay

Schmid

Sally

Schweitzer

Kathleen

Stocking

Marianne

Stone

Donna

Truelove

Mary	Vaughan
Richard	Vonderlinde
Barbara	Webb
Dianne	Wick
Susan	Allen
Mary Ann	Aspan
Lauren	Beale
Teresa	Bergendahl
Chris	Blommel
Polly	Blommel
Carolyn	Caruso
Ann	Cato
Mrcia	Constantieau
Colleen	Defouw
Dan	Dupies
Jeanne	Eschle
Sue	Ettmayer
Jean	Euer
Roy	Euer
Barbara	Foss
Gloria	Fies
Shelly	Fuller
Ann	Gapinski
Andrew	Hagen
Nancy	Hagen
Joe	Handrick
Barbara	Hansen
Stefani	Hietala
Birgitta	Hietala
Germaine	Hillmer
Patrice	Hoffbauer
Elena	Hoffbauer
William	Irwin
sally	Ketter
Jim	Kirchner
Romelle	Kirchner
Christine	Kunert

Diane	Lutgen
Janet	Luty
Mary Jo	McClure
Yvonne	McCormick
Maggie	McCormick
Mark	McGlinchey
Mary	McGlinchey
Joanne	Metoff
Dawn	Michalek
Joanne	Mitchell
Steve	Olson
Debra & Mark	Petersen
Beverly	Rand
Neil	Rand
Dennis	Roscette
Karen	Romanowski
Barbara	Saiia
Joe	Saiia
Joette	Saiia
Ken	Saydel
Ken	Schmitz
Clyde	Schweitzer
Donna	Stehling
Edward	Stehling
Sue	Sucharski
Thomas	Sucharski
Wendy	Sucharski
Toni	Trawitzke
Lillian	Taylor
Susan	Vincent
James	Waltz
Virginia	Waltz
Jim	Waltz
Virginia	Waltz
Phyllis	Warden
Earl	Warden
Nancy	Weber

Cheryl
Mary
Brenda
David
Darlene
Sam
John

Williams
Yakel
Zingsheim
Perrigo
Sorrell
Spencer
Schroeder

EXTRAS

Kriss
Barbara
James
Mitch
Barbara
Sheila

Robke
Soldovieri
Stefl
Olig
Foss
Frisinger