

CERTIFICATION

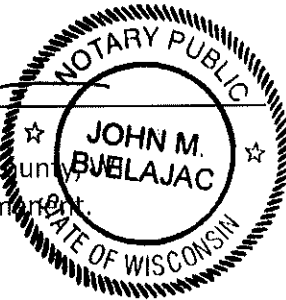
I, Callie Rucker, Town Clerk for the Town of Randall, Kenosha County, Wisconsin, hereby certify that the attached document is a true and correct copy of the adopted Ordinance No. L.12, duly adopted by the Town Board on the 27th day of March, 2021, *nunc pro tunc*, effective on March 24, 2021.

Also, I hereby certify that attached to this Ordinance is a true and correct copy of the Intergovernmental Agreement approved by the Town Board of the Town of Randall entitled: "Intergovernmental Agreement, Under Sections 66.0301 and 755.01 of the Wisconsin Statutes, Between the Village of Twin Lakes, Wisconsin, and the Town of Randall, in Kenosha County, Wisconsin, for the Creation of a Joint Municipal Court System," dated March 24, 2021.

Callie Rucker  
Callie Rucker  
Town Clerk

Subscribed and sworn to before me  
This 27th day of March, 2021.

John M. Bjelajac  
John M. Bjelajac  
Notary Public, Racine County  
My Commission is permanent.

A circular notary seal for John M. Bjelajac, Notary Public in Racine County, Wisconsin. The seal features a double-lined border with the words "NOTARY PUBLIC" at the top and "STATE OF WISCONSIN" at the bottom. In the center, the name "JOHN M. BJELAJAC" is printed between two small stars.

**AN ORDINANCE TO REPEAL AND RE-CREATE  
SECTION 1.12 OF THE ORDINANCES  
OF THE TOWN OF RANDALL, KENOSHA COUNTY, WISCONSIN  
PERTAINING TO THE CREATION OF A JOINT MUNICIPAL COURT  
WITH THE VILLAGE OF TWIN LAKES, WISCONSIN**

The Town Board of the Town of Randall, Kenosha County, Wisconsin, does ordain as follows:

**SECTION 1:** Section 1.12 of the Town of Randall Code of Ordinances, pertaining to the Town's Municipal Court, is repealed in its entirety (along with the repeal of the other ordinance provisions pertaining to the Randall Municipal Court, and its Municipal Judge, as described in attached Exhibit A).

**SECTION 2:** A new Section 1.12 is hereby created, having the terms and provisions contained in attached Exhibit A, for the creation of a Joint Municipal Court with the Village of Twin Lakes, Wisconsin.

**SECTION 3:** All other ordinances and parts of ordinances in contravention of this repeal and re-creation are amended accordingly.

**SECTION 3: Effective Date.** This Ordinance shall take effect and be enforced from and after its passage and posting or publication as required by law.

The foregoing was adopted at a regular meeting of the Town Board of the Town of Randall, Kenosha County, Wisconsin, this 24th day of March, 2021.

TOWN OF RANDALL

By: \_\_\_\_\_

Robert M. Stoll, Town Chair

Attest: \_\_\_\_\_

Callie Rucker, Town Clerk

## EXHIBIT A

### 1.12 JOINT MUNICIPAL COURT

#### (1). Establishment

Pursuant to the provisions of Section 755.01(4) of the Wisconsin Statutes (2019-20), there is hereby created and established a joint municipal court (the "Joint Court"), for the Village of Twin Lakes, Wisconsin (the "Village") and the Town of Randall (the "Town"), located in Kenosha County, Wisconsin, as well as the position of Joint Municipal Court Judge ("Joint Court Judge"). All references in this Code to "municipal court" or "municipal judge," whether such term are capitalized, defined terms or instead generic references, shall be deemed to refer to the Joint Court and to the Joint Court Judge, respectively.

#### (2). Saving Clause

The Joint Court shall be operated and conducted in compliance with all of the applicable Wisconsin Statutes, as such statutes may from time to time be amended. To the extent such Wisconsin Statutes are ever in conflict with the provisions of this Ordinance (or related Ordinances), the terms and provisions of the Wisconsin Statutes shall apply and control.

#### (3). Identical Ordinances

Section 755.01(4), Wis. Stats., indicates that the Joint Court may be created by the Village and the Town (i) adopting "identical ordinances" for the creation of the Joint Court, and then (ii) entering into a written intergovernmental agreement, under Section 66.0301, Wis. Stats., containing terms and provisions for the said creation of the Joint Court. This Ordinance is being adopted by both the Village and the Town, for and as the adoption of the required identical ordinances.

#### (4). Intergovernmental Agreement

Immediately subsequent to the adoption of the identical ordinances, as described in above Section 1.12(3), the Village and Town entered into an intergovernmental agreement (the "Agreement") for the creation of the Joint Court. The Agreement, dated March 24, 2021, is entitled "Intergovernmental Agreement, Under Sections 66.0301 and 755.01 of the Wisconsin Statutes, Between the Village of Twin Lakes, Wisconsin, and the Town of Randall, in Kenosha County, Wisconsin, for the Creation of a Joint Municipal Court System".

#### (5). Incorporation of the Agreement into this Ordinance

The terms and provisions of the Agreement, described in above Section 1.12(4), besides being contractual obligations of the parties, are hereby incorporated into, and made a part of, this Ordinance, and may be enforced as such, as a part of this Ordinance, just as if the terms and provisions of the Agreement were expressly stated at length within the text of this Ordinance.

The Agreement is attached to this Code of Municipal Ordinances as "Attachment JT-CT-AGR." The terms and provisions of the Agreement, however, may be amended and modified, as stated in the Agreement, by both the Village and the Town adopting identical written resolutions that so amend/modify the Agreement. The said identical resolution so adopted by the Village and the Town shall be attached to this Code of Ordinances, as a further attachment to this Ordinance, and automatically become a part of this Ordinance, enforceable both contractually as an amendment to the Agreement, and further enforceable as a part of this Ordinance.

(6). Repeal of Existing Ordinances

Upon the adoption of this identical Ordinance by the Town and the Village, the following existing Ordinances are automatically repealed:

- A. Town Ordinances: Section 1.12, entitled "Town Municipal Judge Ordinance", and all other references in the Town of Randall Municipal Code to "Municipal Judge", "Municipal Court", or any variants of the same, are repealed in their entirety.
- B. Village Ordinances: Subsection 2.52.020, 2.52.080(D) and Chapter 2.54 are repealed in their entirety.

Notwithstanding the foregoing repeals by the Village, however, the Village may, for the operational efficiency of the Joint Court, adopt further Ordinances pertaining to the Joint Court, provided that such further Ordinances are approved by an adopted written resolution of the Town.

(7). Amendment of this Ordinance

In keeping with the provisions of Section 755.01(4), Wis. Stats., which requires the Village and the Town to have "identical" ordinances with respect to the Joint Court, this Ordinance may only be modified and/or amended by both the Village and the Town adopting the identical modifying/ amending ordinance revision. This limitation shall apply to the amendment/modification of this Ordinance. The Agreement described in Section 1.12(4) of this Ordinance, a copy of which is attached in the Code of Ordinances as Attachment JT-CT-AGR, may be modified and/or amended by the Village and the Town by each municipality adopting identical resolutions that modify/amend the Agreement, as described in Section 1.12(5).

INTERGOVERNMENTAL AGREEMENT, UNDER SECTIONS 66.0301 AND 755.01  
OF THE WISCONSIN STATUTES, BETWEEN THE VILLAGE OF TWIN LAKES,  
WISCONSIN, AND THE TOWN OF RANDALL, IN KENOSHA COUNTY, WISCONSIN,  
FOR THE CREATION OF A JOINT MUNICIPAL COURT SYSTEM

This agreement (the “Agreement”) is made and entered into by and between:

- a) The VILLAGE OF TWIN LAKES, Wisconsin, being a Village organized under the laws of the State of Wisconsin, with its Village Hall located at 108 East Main Street, Twin Lakes, Wisconsin 53181 (hereinafter referred to as the “Village”); and
- b) The TOWN OF RANDALL, being a Town established under the laws of the State of Wisconsin, with its Town Hall located at 34530 Bassett Road, Burlington, Wisconsin 53105 (hereinafter referred to as the “Town”).

Introduction

The Town and the Village (hereinafter collectively referred to as the “Municipalities”) are located adjacent to each other, in the western part of Kenosha County, Wisconsin.

The Municipalities have each established a municipal court system, being (i) the Village of Twin Lakes Municipal Court (the “Village Court”), and (ii) the Town of Randall Municipal Court (the “Town Court”). The Village Court is presently presided over by the Honorable Bruce Goodnough (“Judge Goodnough”), and the Town Court is presently presided over by the Honorable Charles Gitzinger (“Judge Gitzinger”).

Judge Goodnough’s term, as the Judge for the Village Court, expires on the date of April 30, 2023, and Judge Gitzinger’s term, as the Judge for the Town Court, expires on the date of April 30, 2021.

Judge Gitzinger wishes to now retire, however, and not run for re-election for his current judicial post. Both the Town and the Village, through their respective representatives, have accordingly entered into negotiations for the creation of a joint municipal court system, as expressly allowed under the provisions of Sections 755.01(4) and 66.0301 of the Wisconsin Statutes.

Through this Agreement, the Town and the Village wish to so create a joint municipal court system, to be known as the “Twin Lakes and Randall Municipal Court”, which will provide, in a unified and singular manner, a municipal court system for both the Village and the Town (the “Joint Municipal Court”). The parties are entering into this Agreement for such purposes.

## Agreement

1. “Introduction” is Correct. The above “Introduction” is true and correct, and is hereby incorporated herein by reference.

2. Good Faith Dealing. In full keeping with the excellent relations of the parties, the Village and the Town shall, at all times, deal with each other in good faith, in the processes required to (i) create the Joint Municipal Court, and (ii) thereafter provide for the effective operation of the said Court.

3. Court’s Jurisdiction. The Joint Municipal Court shall have jurisdiction over any and all events occurring in the Village and/or the Town, which are in violation of the respective ordinances of those Municipalities.

4. Judge Goodnough to Preside. Judge Goodnough shall be the initial Judge to preside over the Joint Municipal Court, until such time as his present term as the Judge for the Village Court expires. Thereafter, the next Judge to so preside over the Joint Municipal Court shall be elected, as provided in Section 755.01(4) of the Wisconsin Statutes (and/or as may otherwise hereafter be provided for in the Wisconsin Statutes), by the joint and combined votes of the electors of both the Town and the Village. A candidate for the judicial post of Judge for the Joint Municipal Court shall reside in either the Village or the Town. The Clerks for the Village and the Town shall coordinate with each other the procedures required under the law for (i) the filing by candidates for election to the said judicial office, and (ii) the conducting of the election for the said judicial office.

5. Identical Ordinances. Section 755.01(4) of the Wisconsin Statutes requires, as a condition precedent to the execution of this Agreement by the Municipalities, that the Town and the Village adopt “identical ordinances” with respect to the Joint Municipal Court. Attached hereto, as Exhibit A, is the text of the said identical ordinances that have been, just prior to the execution of this Agreement by the parties, adopted by the Town and Village. [The formatting and numerical designations given to the text in Exhibit A shall be determined separately by each municipality.]

6. Obligations of the Village. The Village shall timely, at its own cost and expense, provide for all of the employee staffing, equipment, furniture, and facilities reasonably required, but, at a minimum, as required under the Wisconsin Statutes, for the operation of the Joint Municipal Court. These obligations shall include, but not be limited to, the following:

- a) Provide a courtroom for the conducting of in-court trials and related Court proceedings;
- b) Provide sufficient office supplies and office space for the Judge and the Court staff;
- c) Provide sufficient storage space for the records and documents related to the Court operations;

- d) Provide computers and related equipment, along with an up-to-date computer software program(s), for the efficient operation of the Court;
- e) Continue to pay the salaries and compensation presently in effect for the Judge and Court staff (such salaries and compensation to increase at the discretion of the Village, but not to be reduced below the current salary/compensation levels for future Judges and Court staff);
- f) Provide for a prosecutor for ordinance violation proceedings involving the violations of both the ordinances of the Village and the ordinances of the Town;
- g) Use reasonable efforts to collect the forfeitures imposed by the Court system, from all defendants, notwithstanding which ordinances were violated (i.e. both the Village and/or the Town ordinances).

7. Obligations of the Town. The Town shall, at its own cost and expense obtain and use computers and a computer software program(s) that is compatible and works with the same used by the Twin Lakes Police Department. The Town shall not have any other costs or expenses in the operation of the Joint Municipal Court.

8. Establishment of Deposit Schedules. Except for traffic and boating deposits, which shall be set as required by Section 800.37, Wis. Stats., the Village and Town shall each establish a written schedule of money deposits, for and as a Deposit Schedule for ordinance violations of each such municipality, which the Joint Municipal Court shall then use for the imposition of forfeitures for the violations of the ordinances for each such municipality. These Deposit Schedules shall not only include the forfeiture monies ultimately payable to each said municipality, but also court costs (the "Court Costs") (i) as allowed by the Wisconsin Statutes, and (ii) as mutually agreed upon, in writing, from time to time, by the Municipalities, as further described herein.

9. Court Costs. The Court Costs that shall be added to each forfeiture amount imposed by the Court shall (i) be uniform, notwithstanding which municipality's ordinances were violated, and (ii) established in an amount(s) as allowed and/or required by the Wisconsin Statutes, and (iii) in an amount mutually agreed upon, in writing, from time to time, by the Municipalities, and/or in an amount mandated by the Wisconsin Statutes. To the fullest extent possible, and provided the same is so allowed by the Wisconsin Statutes, the said uniform Court Costs shall be established by the Municipalities at a level sufficient to meet the estimated future costs that will be incurred by the Village in its compliance with the Village's obligations, under this Agreement, to pay for the Joint Municipal Court operations.

10. Payment and Distribution of Forfeiture Monies. All forfeiture monies, including the Court costs described above (and any other fees or costs required under the Wisconsin Statutes), shall be paid to the Clerk of the Joint Municipal Court. The Clerk shall then further process and transfer the said monies as may be necessary under the law and/or the requirements of the Village's finance procedures. Ultimately, however, the following distribution shall occur, as soon as reasonably feasible: (i) the forfeiture amount of the said monies shall be paid to the municipality

whose ordinance(s) were violated, and (ii) all of the Court Cost amounts (no matter which municipality's ordinances were violated) shall be paid to the Village, for and as at least partial reimbursement to the Village of its above-noted costs in operating the Joint Municipal Court System, and (iii) any other statutory costs or fees shall be transmitted by the Village as required under the law.

11. Reimbursement for the Fees of the Prosecutor. As stated in above paragraph 6(f), the Village shall provide for a prosecutor (a Wisconsin-licensed attorney) for all of the ordinance violations prosecuted in the Joint Municipal Court, for the violations of the ordinances of both the Town and the Village. With respect to the attorney fees (the "Fees") payable to the prosecutor for his/her legal services (the "Legal Services") provided for such prosecution work:

- a) The Village shall be the entity retaining the attorney for the said Legal Services.
- b) The Village shall, in its discretion, and from time to time, establish (i) the monetary amount of the Fees, (ii) the manner of calculating the fees, (iii) the timing of the payment of the Fees, and (iv) the manner of the payment of the Fees due the prosecutor. All such Fees, whether pertaining to the prosecution for the Town and/or the prosecution for the Village, shall be determined and applied uniformly and equally to both the Town and the Village, for total parity in the Fee arrangement for the two parties.
- c) The prosecutor shall be required to keep an accurate written record of his/her time spent in providing the Legal Services for the said prosecution work.
- d) The Town shall reimburse the Village for the Fees of the prosecutor that pertain to the Legal Services provided for the prosecution of the violations of the Town ordinances (the "Reimbursement").
- e) The Village shall, at such times as it may desire, provide to the Town Clerk a written invoice (the "Invoice") describing (i) the amount of the Reimbursement due the Village, and (ii) a copy of the prosecutor's written record of the Legal Services provided for the prosecution of the violations of the Town's ordinances, that serve as the basis for the amount of the Reimbursement due the Village.
- f) The Town shall, within Thirty (30) Days after the Town Clerk's receipt of the Invoice, pay the Reimbursement to the Village.

12. Term. This Agreement shall continue indefinitely, until terminated as hereinafter provided.

13. Termination. Either party may terminate this Agreement in the manner expressly provided for in Section 755.01(4) of the Wisconsin Statutes (or in such manner as may otherwise be provided, from time to time, in the Wisconsin Statutes).



14. Miscellaneous Provisions.

- a) Statutory Notifications. Upon the execution of this Agreement by the Village and the Town, they shall coordinate with each other to complete the final procedural steps required under Section 755.01(4), Wis. Stats., to provide the necessary notices and the judicial certification, after which the Joint Municipal Court then becomes “operational and functional”. [Paraphrased]
- b) Discontinuation of the Town Court. Upon the Joint Municipal Court becoming operational and functional, as described above, the Town Court, and its related office of Judge for the Town Court, shall then be deemed to be automatically eliminated, without any further action required of the Town to do so.
- c) Amendment. This Agreement may be amended or modified only through a further written agreement approved by both the Town and the Village.
- d) Effective Date. The effective date of this Agreement shall be the date on which all of the parties have finally signed this Agreement.
- e) Incorporation Into the Identical Ordinances. This Agreement, besides creating a binding intergovernmental contract between the Village and the Town, has also been incorporated into, and made a part of, the identical ordinances noted above that were just adopted by the Village and the Town. The provisions contained in this Agreement are accordingly also in full force and effect as an ordinance in both the Village and the Town.

VILLAGE:  
Village of Twin Lakes, Wisconsin

TOWN:  
Town of Randall, Wisconsin

By: /s/ Howard Skinner  
Howard Skinner  
President

By: /s/ Robert M. Stoll  
Robert M. Stoll  
Town Chairperson

Attest: /s/ Sabrina Waswo  
Sabrina Waswo  
Village Clerk

Attest: /s/ Callie Rucker  
Callie Rucker  
Town Clerk

Date: March 24, 2021

Date: March 24, 2021