



# VILLAGE OF EDGAR

224 S. Third Avenue  
P.O. Box 67  
Edgar, Wisconsin 54426

Ph. (715) 352-2891  
www.vil.edgar.wi.us

## 2023-1 Resolution declaring Judge for the Village of Rothschild, Village of Marathon City and the Village of Edgar Municipal Court

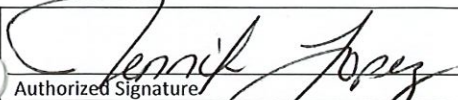
WHEREAS, the Judge for the Village of Rothschild and Village of Marathon City Municipal Court shall continue serving as Judge for the Village of Rothschild, Village of Marathon City and Village of Edgar joint Court until the end of the term or until a special election is held

NOW, THEREFORE, BE IT RESOLVED, the, **Village of Edgar**, will comply with all local, state, and federal rules, regulations and ordinances relating to the Municipal Court

Adopted this 8th day of May, 2023.

  
\_\_\_\_\_  
President Terry Lepak

I hereby certify that the foregoing resolution was duly adopted by **Village of Edgar** at a legal meeting on the 8 day of May 2023.

	Village Administrator	5-8-2023
Authorized Signature	Title	Date Certified



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### 2023-1 Resolution declaring Judge for the Municipal Court

WHEREAS, the Judge for the Village of Rothschild Municipal Court shall continue serving as Judge for the joint Court (Village of Rothschild, Village of Edgar and Village of Marathon City) until the end of the term or until a special election is held

NOW, THEREFORE, BE IT RESOLVED, the, **Village of Edgar**, will comply with all local, state, and federal rules, regulations and ordinances relating to the Municipal Court

Adopted this 10<sup>h</sup> day of April, 2023.

President Terry Lepak

I hereby certify that the foregoing resolution was duly adopted by **Village of Edgar** at a legal meeting on the 10<sup>th</sup> day of April 2023.

	Village Administrator	4-10-23
Authorized Signature	Title	Date Certified

**VILLAGE OF ROTHSCHILD, VILLAGE OF MARATHON CITY AND VILLAGE OF EDGAR JOINT  
AGREEMENT  
ESTABLISHING THE JOINT MUNICIPAL COURT OF THE VILLAGE OF ROTHSCHILD, VILLAGE OF  
MARATHON CITY AND THE VILLAGE OF EDGAR**

**Court Establishment:**

- A. Pursuant to §755.01(1) Wis. Stats., the Village of Rothschild, Village of Marathon City and Village of Edgar Joint Municipal Court shall become operative on June 1, 2023, and after the following:
- (1) The Village of Rothschild, Village of Marathon City and the Village of Edgar ("the Villages") have adopted an identical ordinance providing for the election of a judge and the operation and maintenance of a court prior to the signing of this Agreement; and
  - (2) The joint municipal court will receive a certification from the chief judge of the judicial administrative district that the court meets the requirements of §755.09, 755.10, 755.11, & 755.17 Wis Stats.; and
  - (3) The Village will provide notification to the director of state courts of the adoption of the ordinances.
- B. Pursuant to §755.09 Wis Stats., the Villages have provided the municipal court judge with appropriate work space at the Rothschild Village Hall. All court proceedings will take place at the Rothschild Village Hall for the Village of Rothschild, Village of Marathon City and Village of Edgar.
- C. Pursuant to §755.17(2) Wis. Stats., the courtroom space has been designed and furnished to create an atmosphere of dignity and decorum, and is separate from the police department by design and signage.
- D. Pursuant to §755.11 Wis. Stats., court records shall be stored separately from other records. Access to court records shall be restricted to court personnel except as authorized by the judge or by law. Purchase of an electronic records system is subject to the approval of the judge.
- E. Pursuant to §11.0102 Wis. Stats., certified copies of the ordinances effecting this Agreement shall be transmitted to the Marathon County Clerk.

### Court Staff:

- F. Pursuant to §755.17(1) and §755.17(1m) Wis. Stats., the judge shall wear a black robe and the clerk shall be attired appropriately and shall not wear law enforcement attire while performing municipal court functions.
- G. Pursuant to §755.10 Wis. Stats., the Villages hereby authorize one clerk for the court. The hiring, termination, and hours of employment of the clerk shall be under the authority of the judge. The salary of the clerk shall be determined, paid and administered by the Village of Rothschild. The Village of Rothschild shall also pay for the clerk's bond. The amount of the clerk's salary and/or bond may be adjusted by actions having the same effect of the Village of Rothschild board.
- H. The salary of the judge is hereby fixed by the Village of Rothschild at \$12,000.00, which is paid and administered by the Village of Rothschild. The Village of Rothschild shall also pay for the judge's bond. The amount of the judge's salary and/or bond may be adjusted by actions having the same effect of the Village of Rothschild board.
- I. Electors of the three Villages shall be eligible to vote for the judge of the joint municipal court following the expiration of the current term of the municipal judge.
- J. Pursuant to §61.19 Wis. Stats., no person not a resident elector of the Villages shall be elected to the office of municipal judge of the joint municipal court.

### Court Financials:

- K. Pursuant to §755.18 Wis. Stats., the Villages bear the cost of the mandatory municipal judge and clerk education required by Supreme Court Rule 33. An annual education fee is charged by the Director of State Courts Office to the Villages operating this joint municipal court. These education fees will be paid by the Village of Rothschild.
- L. The Village of Edgar shall pay to the Village of Rothschild upon the signing of this Agreement a one-time payment of seven hundred fifty and 00/100 dollars (\$750.00). The Village of Marathon City has already paid the one-time fee during the 2016 transition of the Municipal Court.
- M. The Village of Rothschild shall remit to the Village of Edgar its municipal deposit share from forfeitures collected on a not less than monthly basis. The Village of Rothschild will also remit to the Village of Marathon City its municipal deposit share from forfeitures collected on a not less than monthly basis.
- N. The Village of Rothschild shall retain any local court cost portions of forfeitures collected from the prosecution of the Village of Edgar and Village of Marathon City citations.

- O. The Village of Edgar and Village of Marathon City shall be responsible for its own expenses in prosecuting its issued citations, including but not limited to any witness fees or expenses and supplying its own municipal attorneys to appear on its behalf.
- P. The Village of Rothschild shall supply the Village of Edgar and Village of Marathon City with a financial report itemizing municipal court monies related to the prosecution of its citations on a monthly basis.
- Q. All operating costs of the joint municipal court not otherwise mentioned herein will be paid and administered by the Village of Rothschild.

**Execution:**

- R. This Agreement may be amended by actions having the same effect of the village boards of all of the Villages.
- S. Pursuant to §755.01(2) Wis. Stats., the Village may abolish a municipal court at the end of any term for which the judge is elected but they may not abolish the court while the joint court Agreement is in effect.
- T. If one of the Villages wishes to cancel this Agreement, they must give written notice of cancellation to the other Villages prior to when nominations for municipal judge are made pursuant to §8.05 Wis. Stats.
- U. This Agreement is based upon the approval of section A(2) and A(3) of this Agreement.
- V. This Agreement to be signed by the respective Village Presidents upon approval of their village boards:

**Village of Marathon City:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Village of Edgar:**

Signature: *Thuy Le*

Date: 5/08/2023

Attest: *Patrick Joyce*

Date: 5/8/2023

Village of Rothschild:

Signature: George Peterson

Date: 4/25/23

Attest: Elizabeth Anderson

Date: April 25, 2023