

**VILLAGE OF CRIVITZ ORDINANCE NO. 2025-001**

**AN ORDINANCE AMENDING SECTION 2-3-12 SECTION (d) (5) ORDINANCE 2024-008 RELATING TO THE LOCATION OF THE JOINT MUNICIPAL COURT FOR THE VILLAGE OF WAUSAUKEE, VILLAGE OF CRIVITZ, TOWN OF STEPHENSON, TOWN OF LAKE, TOWN OF SILVER CLIFF AND THE TOWN OF MIDDLE INLET.**

The Towns of Stephenson, Middle Inlet, Lake, and Silver Cliff, and the Villages of Wausaukee and Crivitz, Marinette County, Wisconsin, do ordain as follows:

**SECTION I. REPEAL AND ADOPTION OF PROVISIONS**

Section 2-3-12 ORDINANCE 2024-008 (d) (5) of the Village of Crivitz Code of Ordinances is repealed and recreated as follows:

(d) (5) Location. The Municipal Judge shall hold court in the Town of Stephenson Public Safety Building, 801 Main Street, Crivitz, Wisconsin.

**SECTION II. SEVERABILITY**

If any provision of this Ordinance is invalid or unconstitutional or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or application of this Ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

**SECTION III. EFFECTIVE DATE**

This Ordinance shall take effect from and after its passage by each of the six (6) municipalities and publication or posting as required by law.

Adopted this 26 day of February, 2025.

VILLAGE OF CRIVITZ, WISCONSIN

  
\_\_\_\_\_  
Amy Grandaw, Village President

ATTEST:

  
\_\_\_\_\_  
Elizabeth Moser, Clerk/Treasurer

Ayes: 6

Nays: 0

INTRODUCED: 2.26.2025  
ADOPTED: 2.26.2025  
POSTED: 2.27.2025

State of Wisconsin;  
County of Marinette;

I hereby certify that the foregoing Ordinance is a true, correct and complete copy of an Ordinance duly and regularly adopted by the Village Board of the Village of Crivitz on the 26 day of February, 2025, and that said Ordinance has not been repealed or amended and is now in full force and effect.

Dated this 26 day of February, 2025.

  
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Elizabeth Moser, Clerk/Treasurer

**INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION OF  
THE NEAR NORTH MUNICIPAL COURT**

AGREEMENT, entered into on February 26, 2025, by and between the Town of Lake, Town of Middle Inlet, Town of Silver Cliff, Town of Stephenson, Village of Wausaukee and Village of Crivitz, all being municipal corporations organized and existing under the laws of the State of Wisconsin, hereinafter referred to as the "Member Municipalities."

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 which 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 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 contract and agree as follows:

**1) GENERAL**

- a) 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 conflicts the provisions of Wisconsin Statutes shall prevail.

**2) ORGANIZATION**

- a) Except for matters required by statute to be determined by the respective governing bodies or member municipalities, the general operation of the court shall be by the Judge and the Municipal Court Committee.

**3) MUNICIPAL COURT COMMITTEE**

- a) **Composition.** The Municipal Court Committee shall be comprised of the Municipal Judge and one representative of each member municipality who shall be appointed by the Town Chairman or Village President 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 representative who shall act on committee matters in the absence of the representative.
- b) **Powers and Duties.** The Municipal Court 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 Municipal Court Committee shall be a recommending agency. The Municipal Judge shall be responsible for the selection of the Clerk of the municipal court, subject to approval by the Municipal Court Committee.

- c) **Voting and Procedure.** The Municipal Court Committee shall be governed by Roberts Rules of Order and a majority vote of all the representatives of the Municipal Court Committee shall be required to adopt any motion or resolution. Four members or alternate members shall constitute a quorum.

#### 4) MUNICIPAL JUDGE

- a) **Qualifications.** The joint court shall be under the jurisdiction of and presided over by a Municipal Judge who lives in one of the municipalities that is a party to this agreement forming the joint municipal court.
- b) **Oath and Bond.** The Judge shall, after an election or appointment to fill a vacancy, take and file the official oath as prescribed in section 757.02(1) Wis. Stats., and at the same time execute and file an official bond in the amount of One Thousand Dollars (\$1,000). The Judge shall not act until the oath and bond have been filed as required by section 19.01(4)(c) Wis. Stats., and the requirements of section 755.03(2) Wis. Stats., have been complied with.
- c) **Salary.** The Municipal Judge shall receive a salary, to be agreed upon by each Town or Village Board, paid equally by each municipality, which shall be in lieu of fees and costs. No salary shall be paid to the Municipal Judge for any time during the term for which the official bond and oath have not been executed and filed, as required by paragraph (2) of this subsection. The municipalities may, by separate ordinance, allocate funds for the administration of municipal court pursuant to section 66.03(1) Wis. Stats.

#### 5) ELECTIONS

- a) **Term.** Municipal Judge shall be elected at large by the electors of the Town of Stephenson at the spring election in odd numbered years commencing in April of 2011, and at large by the electors of the Town of Lake, Town of Middle Inlet, Town of Silver Cliff, Town of Stephenson, Village of Wausaukee, and Village of Crivitz commencing in April 2027, for a term of four years, commencing on May 1 succeeding the election. The Municipal Judge shall serve until a successor is elected and qualified. Mid-term vacancies in the Office of Municipal Judge shall be filled by appointment, as agreed upon by the Town and Village Boards, pursuant to Wis. Stats. § 8.50(4)(fm).
- b) **Filing.** The Marinette County Clerk shall serve as the filing officer for the candidate(s).

#### 6) JURISDICTION

- a) The Municipal Court shall have jurisdiction over incidents occurring on or after May 1, 2011 as provided in Article VII, Section 14 of the Wisconsin Constitution, Sections 755.045 and 755.05 Wis. Stats., and as otherwise provided by State Law. In addition, it shall have exclusive jurisdiction over actions in the municipalities that are parties to the Agreement seeking to impose forfeitures for violations of municipal ordinances, resolutions and by-laws.
- b) The Municipal Judge may issue civil warrants to enforce matters under the jurisdiction of the municipal court under Sections 755.045(2) and 66.0119 Wis. Stats.
- c) The municipal court has jurisdiction over juvenile offenders when a municipality that is party to the Agreement enacts an ordinance under the authority of Section 938.17(2)(cm) Wis. Stats.

## **7) MUNICIPAL COURT**

- a) **Hours.** The municipal court for the Towns of Lake, Middle Inlet, Silver Cliff and Stephenson, and Villages of Wausaukee and Crivitz, shall be held at the Town of Stephenson Public Safety building, 801 Main Street, Crivitz, Wisconsin. The municipal court shall be open at times as determined by the Municipal Judge, but no less than one session per month if citations have been issued.
- b) **Employees.** The clerk is appointed by the Judge pursuant to Sec. 755.10 Wis. Stats. as authorized and approved by the Municipal Court Committee. Salary of the clerk is set forth by the Judge and must be approved and recommended by the Municipal Court Committee, and approved by the governing bodies.

## **8) COLLECTION OF FORFEITURES**

- a) The Municipal Judge may impose punishment and sentences as provided by Chapters 800 and 938 Wis. Stats., and as provided in the ordinances of the member municipalities. All forfeitures, fees, assessments, surcharges and costs shall be paid to the treasurer of the municipality within which the case arose by the last day of the month of receipt of the money by the municipal court.
- b) At the time of payment, the municipal court shall report to the treasurer the title of the action, the nature of the offenses and total amount of judgments imposed in actions and proceedings in which such monies were collected,

## **9) CONTEMPT OF COURT**

- a) The Municipal Judge, after affording an opportunity to the person accused to be heard in defense, may impose a sanction authorized under Section 800.12 Wis. Stats. and may impose a forfeiture therefore not to exceed five hundred dollars (\$500) or upon nonpayment of the forfeiture and the assessments thereon, a jail sentence not to exceed seven (7) days.

## **10) COURT OPERATING EXPENSES**

- a) Each of the municipalities utilizing the Town of Stephenson Public Safety building shall pay the Town of Stephenson a total of \$50 each year to cover utility expenses, along with any expenses for equipment needed for court. Mileage, if applicable, shall be paid to the Municipal Judge equally by the municipalities. The rate of mileage will be determined by the standard IRS mileage rate. Expenses for training of the Judge and other expenses involving the member municipalities shall be divided equally.

## **11) CONTRACT ADMINISTRATION AND AMENDMENTS**

- a) 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.

## **12) CONTRACT MUNICIPALITIES**

- a) The court may add additional communities in the future upon request of a community and approval of the Municipal Court Committee and the governing body of each then current court member. 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 Municipal Court 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 Municipal Court Committee. Any Contract Municipality will have municipal court services provided

pursuant to a contract entered into between the Contract Municipality and the Municipal Court. Contract Municipalities do not have a vote on the Municipal Court Committee. Any costs incurred by the court in adding the Contract Municipality will be charged to that municipality.

**13) TERMINATION**

- a) Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge and Chair of the Municipal Court 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 755.01(4) Agreement is in effect.

**14) COUNTERPARTS**

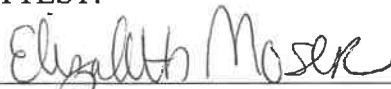
- a) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Agreed upon this 26 day of February, 2025.



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Amy Grandaw, President  
Village of Crivitz

ATTEST:



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Elizabeth Moser, Clerk/Treasurer  
Village of Crivitz

Ayes: 6

Nays: 0