

**AGENDA
COMMITTEE OF THE WHOLE MEETING
BERLIN, WISCONSIN
TUESDAY, DECEMBER 4, 2018 - 7:00 P.M.
COUNCIL CHAMBERS - BERLIN CITY HALL**

1. Call to order.
2. General Public Comments. Registration card required (located at podium in Council Chamber).
3. Approval of Minutes. RECOMMENDATION: Approve the November 6, 2018 Committee of the Whole minutes.
4. 2019 Assessor Contract. RECOMMENDATION: Recommend to Common Council to accept the renewal for 2019 assessment services with Action Appraisers for Jan-Dec 2019.
5. Building Inspection Fee Update. RECOMMENDATION: Review proposed updates and recommend approval of updated fee schedule to Common Council.
6. Ordinance Amending Polling Hours. RECOMMENDATION: Recommend to Common Council to approve ordinance updating Code relating to Polling Hours.
7. Municipal Court Ordinance. RECOMMENDATION: Recommend to Common Council to approve an ordinance establishing a municipal court for Cities of Fond du Lac and Ripon, Towns of Empire, Osceola, Ripon and Taycheedah, the Villages of Brandon, Campbellsport, Fairwater, North Fond du lac, Oakfield and Rosendale in Fond du lac County and the City of Berlin in Green Lake and Waushara Counties, the Cities of Green Lake, Markesan and Princeton in Green Lake County effective January 1, 2019.
8. Municipal Court Intergovernmental Agreement. RECOMMENDATION: Recommend to Common Council to approve the Intergovernmental Agreement for North Fond du Lac to Provide Municipal Court Services to the Cities of Fond du Lac and Ripon, Villages of Brandon, Campbellsport, Fairwater and Oakfield and Rosendale, the Towns of Empire, Osceola, Ripon and Taycheedah in Fond du Lac County, and the Cities of Berlin, Green Lake, Markesan and Princeton in Green Lake County and the City of Berlin in Waushara County to Commence on January 1, 2019.
9. Motion to convene into closed session pursuant to Sec 19.85(1)(e), of the WI Statutes, to deliberate or negotiate the purchase of public property, investment of public funds or conduct other specified public business, whenever competitive or bargaining reasons require a closed session. *(1) Discuss union negotiations.*
10. Reconvene into open session and take appropriate action as a result of closed session discussion.
11. Adjourn.

Note: In adherence to the City of Berlin Public Meeting Participation Policy, public participation will be allowed under each agenda item at the discretion of the presiding officer, with the exception of the Consent Agenda. Attendees must register their intention to participate on either a general comments section or a specific agenda item prior to the meeting by filling out a Registration Card, which can be obtained from the Internet, City Clerk's office or in the City Hall Council Chambers at the podium. Registration Cards should be turned in prior to the meeting to either the presiding officer or City Clerk.

DATE: November 30, 2018

TO: Mayor and Common Council

FROM: Jodie Olson & Lindsey Kemnitz

RE: Assessment Services for 2019

Background: The current assessment contract with Action Appraisers expires on 12/31/18 and has a current rate for maintenance is \$11,300/year. The City received a three-year renewal offer from Action Appraisers (\$12,700-2019, \$14,100-2020, and \$15,400-2020) with a recommendation that the City have a revaluation completed in the next few years. Due to the price increase and recommendation for a revaluation, the City staff sent out three-year RFP's for assessment services and revaluation. The City only received two back including one from Action Appraisers. Accurate Appraisal quoted a maintenance cost of \$13,000.

Staff reviewed the proposals and grew concerned with committing to a contract for three years with a revaluation. There are various revaluation options to consider and new assessment laws and procedures are having an impact on them. Staff would like more time to evaluate and consider revaluation timing and options with Council and other contractors prior to making a multi-year or revaluation commitment. In order to make the most informed decision on a potential revaluation, City staff recommends renewing a one-year contract with Action Appraisal and research the revaluation options in 2019.

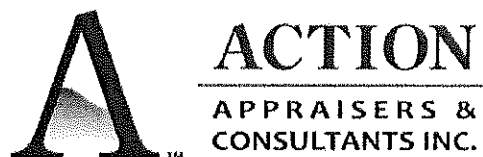
Attached is a one-year renewal contract with our current assessors, Action Appraisers.

FYI...The City is legally required to be in compliance with assessment ratios, which is 90% to 110% of fair market value. When we reach a point of being out of compliance for three years in a row a revaluation is required. Our current valuation is down to 93%; therefore, we will likely need to have a full revaluation done in the next couple of years.

Recommendation: Recommend to Common Council to accept the renewal for 2019 assessment services with Action Appraisers for Jan-Dec 2019.

Agreement for Maintenance Assessment Services

Prepared for the City of Berlin
Green Lake County, Wisconsin



11/30/2018

CONTRACT AGREEMENT FOR CONSULTING, ASSESSING AND APPRAISAL SERVICES

Consulting, assessing and appraisal services agreement made this 30th day of November 2018, by and between the City of Berlin, County of Green Lake, State of Wisconsin (hereinafter referred to as "Client") and Action Appraisers and Consultants, Inc., 117 W. 3rd Street, Kaukauna, Wisconsin (hereinafter referred to as "Action").

SCOPE OF SERVICES

Action shall act as Assessor for Client and agrees to perform the work required by this agreement, in accordance with the Wisconsin State Statutes, the *Wisconsin Property Assessment Manual*, and all rules and regulations officially adopted by the Wisconsin Department of Revenue. Action shall supply the Client with consulting, assessing, and appraisal services for the 2019 Maintenance Assessment years. Action will complete this and in addition:

1. Inspection The following inspection cycle is to be completed by Action annually, namely:
 - a. Mail the state prescribed letter to property owners whose property requires interior view.
 - b. Maintain record of property owners who have refused interior inspection.
 - c. All new construction, annexed properties, and properties with a change in exemption status will be physically inspected, and digital property records will be created or updated as needed to assess as of January 1; take digital photos, and convert blue prints or home layout to electronic format.
 - d. Physically inspect properties affected by building removal, fire, or any other major condition changes.
 - e. Improved properties under construction over a period of years shall be re-inspected each year for level of completion. Keep records of each inspection and update property information and photos as changes occur.
 - f. Reappraise land values where property has been divided or where ownership splits occur.
 - g. Annually review land classifications to determine eligibility for agriculture use value, agriculture forest land and undeveloped land assessments.
 - h. Requests for review by property owners, made after the close the Board of Review and prior to the signing of the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
2. Personal Property Assessment
 - a. Preview accounts at the end of each year updating as necessary.
 - b. Prepare and mail self-reporting Statements of Personal Property.
 - c. Review statements and follow up with unfiled or incorrect statements.
 - d. Analyze the information returned on the Personal Property Statements. Enter the information reported into our database, Market Drive, to keep a running record from year to year.
3. Sales
 - a. Contact and interview the Buyer and/or Seller of all potential arm's length sales
 - b. Record sales to digital Property Record Card
 - c. Review real-estate sales transfers
 - d. Validate and transmit sales to report to the Department of Revenue

4. Subsidized Housing

Review values annually following the direction of Wisconsin Property Assessment Manual (WPAM) and information from other sources; WHEDA, HUD and RHS. The Marshall & Swift Commercial software will be used to value subsidized housing and all commercial property.

5. Completion of Assessment Roll and Reports

- a. Annually receive new parcels, splits, maps, and legal description changes from the county.
- b. Maintain accurate owner information, annually receive file from county with names and address update.
- c. Mail a Notice of Assessment letter for each taxable parcel of property whose assessed value has changed from the previous year.
- d. The Notice of Assessment letter used shall be that prescribed by the Department of Revenue, and shall include the date, time, and location the Open Book Conference(s) will be held.
- e. Action shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*.
- f. Final assessment figures for each property shall be provided by Action to the Client, and the roll shall be totaled to exact balance.
- g. Action shall prepare and submit the Municipal Assessment Report, Annual Assessors Report, Computer Exemption Report, and TIF Reports to the Wisconsin Department of Revenue in a timely manner according to the guidelines set by the Department of Revenue.
- h. Action shall provide the client with Property Records in an electronic format annually and update them within 14 days of the adjournment of the Board of Review.

6. Open Book Conference

- a. Upon completion of the Assessment roll, prior to the Board of Review, Action shall hold Open Book Conference(s) for the purpose of enabling property owners or their agents to review and compare the assessed values.
- b. Action shall be present for a time sufficient to meet with the property owners or their agents and shall be present at least two hours or as needed.
- c. It is the Client's responsibility to supply Action with adequate space in the Client's office at no cost to Action.
- d. Action shall verify that statutorily required instructional materials are available.

7. Board of Review

- a. Action shall attend all sessions of the Client's Board of Review for as many days as required. Action shall explain and defend the values placed upon each property under oath.
- b. In the event of an appeal to the courts, it is agreed that Action shall be available to furnish testimony in defense of the assessed values.
- c. It is the Client's responsibility will be to supply Action with adequate space in the Client's office at no cost to Action.

GENERAL REQUIREMENTS

1. Ownership of Records

The Municipality owns any and all assessment data regardless of the terms of the licensing of the software. All assessment data, such as parcel attributes, sketches, and photographs, must be stored in an electronic format.

2. Reimbursement of Expenses

The client shall have no obligation to reimburse Action for any expenses.

3. Insurance

- a. Action shall maintain Workmen's Compensation Insurance covering its staff.
- b. Action shall maintain Public Liability Insurance insuring the Client against any damages that may occur because of Action and Action's staff.

TERMS AND TERMINATION

1. Term

The term of this Contract shall be from January 1, 2019 to December 31, 2019. Action shall have completed all work under this agreement. The date of completion may be extended, if necessary, under the terms of this contract and by mutual consent.

2. Termination

Either party may terminate this Contract only with cause, cause being defined as default of the other party of the terms of this Contract, upon sixty (60) days written notice to the other party of alleged default. If the party so notified fails to cure such default within sixty (60) days from receipt of such notice, the contract shall then terminate. Upon termination by either party, both Action and Client shall act in good faith with each other and cooperate in the orderly transfer of records.

COMPENSATION

For the above-specified services, Action shall be paid as follows:

2019 Maintenance - \$12,700

Payment is to be made by the Client not more than 30 days from invoice date.

ACTION APPRAISERS AND CONSULTANTS, INC.

By: _____

Troy Zacharias, President

_____ Date

CITY OF BERLIN

By: _____

Richard Schramer, Mayor

_____ Date

ATTEST:

Jodie Olson, Administrator

Date

DATE: November 28, 2018

TO: Mayor and Common Council

FROM: Lindsey Kemnitz & John Lust

RE: Update to Building Inspection Fees

Background: The building inspector and I have been working with the current fee schedule and are requesting to update the fees. The proposed fee schedule has specific fees for unique projects. Currently when something comes up that is not covered in the fee schedule we just do a \$50 other fee and that does not always cover the expense of the inspections. Some of the fees have added a calculation per square footage as it is more accurate for the fees. Comparing Berlin to the surrounding communities Berlin is very similar. The building inspector works in most of the surrounding communities and is working with them on similar changes to their building inspection fees.

The building inspector will be present to answer questions.

A. RESIDENTIAL -1 & 2 Family		Fees	Changes
New Construction & Additions - Residential (1 & 2-Family)		\$.20 per sq. ft.	
(Includes HVAC, Plumbing & Electrical)			
Erosion Control		\$75.00	
Alterations		\$5 per thousand of valuation or \$40.00 minimum	
Fences and Pools		\$50.00	
Accessory Structure <200 sq. ft.		\$50.00	
Accessory Structure & Garage >200 sq. ft.		.11 per sq. ft. or \$75.00 minimum	new classification
Decks		.11 per sq. ft. or \$50.00 minimum	Added .11 per sq ft
ReRoofing & Residing		\$5 per thousand of valuation or \$50.00 minimum	Added \$5 per thousand
Permission to Start (Early Start)		\$100	
State Seal for new homes		\$40.00	
Zoning Review for new home and additions		\$60.00	
Plan Review		1-Story \$60.00 2-Story \$85.00	
Bond (Bond returned after occupancy permit issued)		Valuation of the project is over \$15,000 then \$1,000.00	Was \$1,500 over 10,000 sq ft and \$3,000 over 10,001 sq ft
Electrical Fees for Alterations		<10 openings \$30, Services Upgrades \$50, All others \$5 per thousand \$50 min.	Services was \$85, \$1 per openings
Plumbing Fees for Alterations		\$5 per thousand of valuation or \$50.00 minimum	\$10 per fixture
Hot Water heater replacement		\$30.00	new classification
Lateral repair, replacement, or relocation		\$50.00	
HVAC Fees		equipment replacement \$50, Add on air conditioning- \$50.00, and New System \$80.00	
Minimum Fee (Building, Plumbing, HVAC, & Electrical)		\$50.00	

B. COMMERCIAL		
New Structure ** Addition		
a. Multi-Family (3 family or more), Motels, CBRF	\$.20 per sq. ft.	
b. Mercantile, Restaurants, Taverns, Assembly Halls, Offices	\$.16 per sq. ft.	new classification
c. Schools, Institutional, Hospitals	\$.20 per sq. ft.	
d. Manufacturing and Industrial. (Office area to follow fees in b.) .	\$.14 per sq. ft.	
e. Vehicle Repair and Vehicle Storage	\$.20 per sq. ft.	

f. Warehouse, Mini Warehouse, Building Shells* for Multi-Tenant Buildings	\$.14 per sq. ft.	
h. Special Occupancies (Outdoor Pools, Towers, Tents, etc .)	\$.11 per sq. ft.	new classification
i. The above referenced permits (a-h)	\$ 75.00 minimum	
Erosion Control	New Structure \$100.00 Additions \$75.00	
Alterations , Reroof & Residing	\$6.00 per thousand of valuation or \$75.00 minimum	new classification
Early Start Permit (Footings and Foundations per COMM 61.32)	\$100.00	
Electrical Fees for Commercial Buildings and Additions	\$35.00 plus \$.04 per sq. ft.	
Electrical Fees for Commercial Alterations	<10 openings \$40.00	new classification
Electrical Fees for Commercial Alterations	\$7.00 per thousand of valuation or \$75.00 minimum	new classification
Plumbing Fees for Commercial Buildings and Additions	\$35.00 plus \$.04 per sq. ft.	
Plumbing Fees for Commercial Alterations	\$7.00 per thousand of valuation or \$75.00 minimum	new classification
Lateral repair, replacement, or relocation	\$50.00 per lateral	
HVAC Fees for Commercial Buildings and Additions	\$35.00 plus \$.04 per sq. ft.	
HVAC Fees for Commercial Alterations	\$7.00 per thousand of valuation or \$75.00 minimum	new classification
Commercial Plan Review -new projects ,<25,000 cubic ft (otherwise registered or state review)	\$100	new classification
Bond (Bond returned after occupancy permit issued)	Valuation of new construction project is over \$15,000 then \$1,500	added dollar amount
Accessory Structure, Decks	\$.11 per sq. ft. or \$75.00 minimum	
Other	\$75.00 minimum	

C. Miscellaneous		
ADA temporary ramp	\$25.00	new
Storage Tank Removal Fee	\$50.00	new
Razing Fee	Single Family \$100.00, Garages \$75.00, Commerical/ Industrail \$150	
Moving Structure	Buildings other than Garage \$100.00 Garage Structure \$75.00	

Temporary Structure	\$30.00 (Greenhouses, Wedding tents)	new
Fire Protection or Sprinkler work	\$1.00 per head ; \$75.00 Minimum	new
Signs	\$50.00 plus \$.50 per sq. ft.	
Windows & Doors (no structural work)	\$30.00	new
Fireplace and wood burner.	\$35.00	new
Permit Extension Fee (can be done one time)	\$50.00	
*Permits are good for One Year		
*Double Fees are due if work is started before the permit is issued.		
D. Manufactured Dwelling or Home basic on slab (includes service, lateral hookup, Slab insp) + (decks, attached garage, basement) + Zoning; (seal required) + Erosion Control (if basement)	\$300.00	new
E. Occupancy Permits		
1 & 2 Family new homes or additions to them	\$50.00	
Multi-Family	\$50.00 plus \$10 per unit	
Commerical/ Industrial	\$100.00	
F. Driveway Permits		
Interior of Lot portion only	\$10.00	
Terrace portion of driveway only	\$40.00	
G. Zoning Fees		
Board of Appeals	\$200.00	
Plan Commission Rezoning	\$300.00	
Plan Commission Conditional Use Permit	\$200.00	

DATE: November 29, 2018

TO: Committee of the Whole

FROM: Jodie Olson

RE: Ordinance Amending Polling Hours

BACKGROUND: Attached is an ordinance updating the City Code relating to polling hours because hours were mandated a few years back by the State. The ordinance will change polling hours from *9 a.m. to 8:00 p.m.* to *7:00 a.m. to 8:00 a.m.* to match the state statutes.

RECOMMENDATION: Recommend to Common Council to approve ordinance updating Code relating to Polling Hours.

AN ORDINANCE AMENDING ELECTION POLLING HOURS FOR THE CITY OF BERLIN

The Common Council of the City of Berlin do ordain as follows:

Sec. 2-4. of the Code of Ordinances shall be amended as follows:

Sec. 2-4. – Elections.

- (a) *Annual city election.* The annual city election shall be held on the first Tuesday in April.
- (b) *Polling hours.* The polls for all elections shall open at 7:00 a.m. and shall close at 8:00 p.m.
- (c) *Polling places.* The designated polling place for all wards and aldermanic districts of the city shall be as designated by the common council.

This ordinance shall take effect the day after publication. The numeric section numbers and headings shall be subject to modification in the discretion of the codifier, and the approval of the city attorney, during codification into the city's current code of ordinances.

Passed, approved and adopted this _____ day of _____, 2018.

ROLL CALL VOTE:

_____ AYES
_____ NAYS
_____ ABSENT

CITY OF BERLIN

BY: _____
Richard D. Schramer, Mayor

APPROVED AS TO FORM:

ATTEST: _____
Jodie Olson
City Clerk

Matthew G. Chier
City Attorney

DATE: November 29, 2018

TO: Committee of the Whole

FROM: Jodie Olson

RE: Municipal Court Ordinance and Municipal Court Intergovernmental Agreement

BACKGROUND: In October Council approved an updated ordinance and intergovernmental agreement relating to the removal of the Village of Rosendale from the Lakeside Municipal Court (LMC) as of May 1, 2019. There is now another pending change which will be effective on January 1, 2019 where the City of Ripon will be joining Lakeside Municipal Court. Therefore, we need to pass another ordinance and agreement to allow the City of Ripon to belong to LMC as of January 1, 2019, while ensuring the Village of Rosendale is included until May 1, 2019.

Fortunately, we did hold back on codification of the previous ordinance #08-18 removing the Village of Rosendale from LMC as of May 1, 2019. The attached ordinance will repeal ordinance #08-18 and add the City of Ripon to LMC as of January 1, 2019. We will then need to approve another ordinance and intergovernmental agreement removing the Village of Rosendale that includes the City of Ripon sometime in 2019.

RECOMMENDATIONS:

Municipal Court Ordinance. RECOMMENDATION: Recommend to Common Council to approve an ordinance establishing a municipal court for Cities of Fond du Lac and Ripon, Towns of Empire, Osceola, Ripon and Taycheedah, the Villages of Brandon, Campbellsport, Fairwater, North Fond du lac, Oakfield and Rosendale in Fond du lac County and the City of Berlin in Green Lake and Waushara Counties, the Cities of Green Lake, Markesan and Princeton in Green Lake County effective January 1, 2019.

Municipal Court Intergovernmental Agreement. RECOMMENDATION: Recommend to Common Council to approve the Intergovernmental Agreement for North Fond du Lac to Provide Municipal Court Services to the Cities of Fond du Lac and Ripon, Villages of Brandon, Campbellsport, Fairwater and Oakfield and Rosendale, the Towns of Empire, Osceola, Ripon and Taycheedah in Fond du Lac County, and the Cities of Berlin, Green Lake, Markesan and Princeton in Green Lake County and the City of Berlin in Waushara County to Commence on January 1, 2019.

AN ORDINANCE ESTABLISHING A MUNICIPAL COURT FOR CITIES OF FOND DU LAC AND RIPON, TOWNS OF EMPIRE, OSCEOLA, RIPON AND TAYCHEEDAH, THE VILLAGES OF BRANDON, CAMPBELLSPORT, FAIRWATER, NORTH FOND DU LAC, OAKFIELD AND ROSENDALE IN FOND DU LAC COUNTY AND THE CITY OF BERLIN IN GREEN LAKE AND WAUSHARA COUNTIES, THE CITIES OF GREEN LAKE, MARKESAN AND PRINCETON IN GREEN LAKE COUNTY

The Common Council of the City of Berlin do ordain as follows:

Ordinance 08-18, adopted on October 9, 2018, is hereby repealed and replaced with the following:

Section 1-19 of the Code of Ordinances of the City of Berlin is hereby repealed and replaced with the following:

Sec. 1-19. – Municipal Court

(a) Municipal Court Created

Court Established: Pursuant to the authority granted by Chapter 755 of the Wisconsin Statutes, there is hereby created and established a joint municipal court to be designated Lakeside Municipal Court shall take effect and be in full force and effect from and after its passage by the municipalities that are party to the agreement and publication as required by law.

(b) Municipal Judge

Qualifications: The joint court shall be under the jurisdiction of and presided over by a municipal judge who resides in one of the municipalities that is a party to the agreement forming this joint court.

Oath and Bond: The Judge shall, after election or appointment to fill a vacancy, take and file the official oath as prescribed in §757.02(1), Wis. Stats., and at the same time execute and file an official bond in the amount of \$1,000, or an appropriate insurance policy of not less than \$20,000 as prescribed in §66.0609(4), Wis. Stats. The judge shall not act until the oath and bond or appropriate insurance policy have been filed as required by §19.01(4)(c), Wis. Stats., and the requirements of §755.03(2), Wis. Stats., have been complied with.

Salary: The salary of the municipal judge shall be fixed by the Village Board of Village of North Fond du Lac which shall be in lieu of fees and costs. No salary shall be paid for any time during the term during which such Judge has not executed the official bond or appropriate insurance policy or official oath, as required by §755.03, Wis. Stats., and filed pursuant to §19.01(4)(c), Wis. Stats.

(c) **Elections**

Term: The municipal judge shall be elected at large in the spring election for a term of four years commencing on 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 Elections Division of the Government Accountability Board shall serve as filing officer for the candidates.

Electors: Electors in all municipalities that are parties to the agreement shall vote for judge.

(d) **Jurisdiction**

The municipal court shall have jurisdiction over incidents occurring on or after January 1, 2019, as provided in Article VII, §14 of the Wisconsin Constitution, §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.

The municipal judge may issue civil warrants to enforce matters under the jurisdiction of the municipal court under §755.045(2), §66.0119, Wis. Stats.

The municipal court has jurisdiction over juvenile offenders when a municipality that is party to the agreement enacts an ordinance under the authority of §938.17(2)(cm), Wis. Stats.

Court authority to impose alternative juvenile dispositions and sanctions.

- (1) For a juvenile adjudged to have violated an ordinance, a court is authorized to impose any of the dispositions listed in §938.343 and §938.344, Wis. Stats., in accordance with the provisions of those statutes.
- (2) For a juvenile adjudged to have violated an ordinance who violates a condition of a dispositional order of the court under §938.343 or §938.344, Wis. Stats., the municipal court is authorized to impose any of the sanctions listed in §938.355(6)(d), Wis. Stats., in accordance with the provisions of those statutes.

(e) **Municipal Court**

Hours: Lakeside Municipal Court shall be open as determined by order of the Municipal Judge.

Employees: The Judge shall, in writing, appoint such an Administrator, clerks, deputy clerks and assistants as are authorized by the Village Board of North Fond du Lac.

Location: The Municipal Judge shall keep his/her office at a location provided by the Board of Trustees of the Village of North Fond du Lac and shall hold court at locations agreed to by members of Lakeside Municipal Court. The Municipal Judge may issue, process and perform ministerial functions any place in the State of Wisconsin.

(f) Collection of Forfeitures and Costs

Collection of Forfeitures and Costs: The Municipal Judge may impose punishment and sentences as provided by Wis. Stats. Chapters 800 and 938 and as provided in ordinances of the municipalities that are parties to the agreement. All forfeitures, fees, assessments, surcharges and costs shall be paid to the treasurer of the Village of North Fond du Lac in accordance with State Statute. At such time, the Municipal Court shall report to the treasurer the title, nature of offense and total amount of judgments imposed in actions and proceedings in which such monies are collected.

(g) Contempt of Court

Contempt of Court: The Municipal Judge, after affording an opportunity to the person accused to be heard in defense, may punish for contempt as provided in §800.12, Wis. Stats., and/or impose a forfeiture or a jail sentence in accordance with State Statute.

(h) Stipulations and Deposits

Deposits for Ordinance Violations: The Municipal Judge shall establish and submit to the City Councils or Town or Village Boards of the member municipalities for approval in accordance with §800.03(3), Wis. Stats., a schedule of deposits for violations of each ordinance, resolutions and by-laws.

Deposits for Traffic and Boating Violations: The deposit schedule established by the Wisconsin Judicial Conference and the procedures set forth in Chapters 23 and 345, Wis. Stats., shall apply to stipulations and deposits for violations of traffic regulations enacted in accordance with §345.27, Wis. Stats., and boating regulations enacted in accordance with §30.77, Wis. Stats.

Stipulations and Deposits in Lieu of Court Appearance: Persons cited for violations of the member municipalities ordinances, resolutions or by-laws or violations of traffic or boating regulations for which a deposit has been established, shall be permitted to make a stipulation of no contest and a deposit in lieu of court appearance as provided in §800.03, Wis. Stats., §800.04, Wis. Stats., §800.09, Wis. Stats., unless personal appearance is required.

(i) Abolition

The Municipal Court hereby established shall not be abolished while the §755.01(4), Wis. Stats., agreement is in effect.

All other ordinances or parts of ordinances contravening or inconsistent with the provisions of this ordinance are hereby repealed.

This ordinance shall be published as required by law, but shall not take effect until the later of the following dates:

1. The day after publication; or
2. January 1, 2019

The numeric section numbers and headings shall be subject to modification in the discretion of the codifier, and the approval of the City Attorney, during codification into the City's current Code of Ordinances.

Passed, approved and adopted this ____ day of ____, 2018.

ROLL CALL VOTE:

____ AYES
____ NAYS
____ ABSENT

CITY OF BERLIN:

BY: _____
Richard D. Schramer, Mayor

APPROVED AS TO FORM:

ATTEST:

Jodie Olson, City Clerk

Matthew G. Chier, City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR THE VILLAGE OF NORTH FOND DU LAC
TO PROVIDE MUNICIPAL COURT SERVICES
TO THE
CITY OF FOND DU LAC & RIPON, VILLAGES OF BRANDON, CAMPBELLSPORT, FAIRWATER,
ROSENDALE AND OAKFIELD, THE TOWNS OF EMPIRE, OSCEOLA, RIPON AND TAYCHEEDAH IN
FOND DU LAC COUNTY, AND THE CITIES OF BERLIN, GREEN LAKE, MARKESAN AND
PRINCETON IN GREEN LAKE COUNTY AND THE CITY OF BERLIN IN WAUSHARA COUNTY**

I. PREAMBLE

This Intergovernmental Agreement is entered into, pursuant to Section 66.0301 and Section 755.01(4) of the Wisconsin Statutes by the Cities of Berlin, Fond du Lac, Green Lake, Markesan and Princeton, the Villages of Brandon, Campbellsport, Fairwater, Village of North Fond du Lac and Oakfield, and the Towns of Empire, Osceola, Ripon and Taycheedah (together, the "municipalities") for the provision of Municipal Court services by North Fond du Lac to the Cities of Berlin, Fond du Lac, Green Lake, Markesan and Princeton, the Villages of Brandon, Campbellsport, Fairwater and Oakfield, and the towns of Empire, Osceola, Ripon and Taycheedah.

II. SERVICES TO BE PROVIDED FOR MUNICIPAL COURT BY NORTH FOND DU LAC

A. Operational Court Services

The Village of North Fond du Lac shall provide municipal court services as required by law and subject to the ordinances of the municipalities.

B. Personnel

The Village of North Fond du Lac shall employ sufficient staff to perform the municipal court services required by the Agreement and by Wisconsin State Statute.

C. Location and Equipment

The Village of North Fond du Lac shall provide sufficient court office space, as required pursuant to Section 755.09, Wis. Stats. and storage, as well as computers, up-to-date programs and software and other office equipment as deemed necessary to provide court services to member municipalities.

D. Cooperation

The Village of North Fond du Lac shall cooperate with the Court Executive Committee.

III. RESPONSIBILITIES OF MEMBER MUNICIPALITIES

- A.** Each member municipality shall provide to the court electronic data in a form compatible with the court computer software.
- B.** Each member municipality where court services are held shall provide armed court security for the times during which court is in session.
- C.** Member municipalities shall cooperate in the collection of forfeitures by the court. The collection of penalties and surcharges will be in accordance with the requirements of Section 757.05(1)(c), (2), Wis. Stats.

IV. FINANCES

- A. Each member municipality agrees that the Village of North Fond du Lac may retain court fees collected for each citation disposed of by the court as allowed by the State of Wisconsin to offset operating expenditures. No court fees shall be collected from member municipalities in cases where a forfeiture has been assessed against a defendant in which the court has been unable to collect said forfeiture.
- B. It is agreed that funds in excess of operating expenses will be retained by the Village of North Fond du Lac and that any expenditures exceeding expenses will be absorbed by the Village of North Fond du Lac. The budget of the municipal court shall be separate from or contained on a separate line from, the budget or line items of all other North Fond du Lac Departments as required under Section 755.01(1), Wis. Stats.
- C. All forfeitures collected by the court for member municipalities shall be remitted to the municipalities in accordance with state statute.
- D. The court agrees to vigorously attempt to collect all outstanding forfeitures utilizing statutorily permitted means available to the court.

V. LOCATIONS OF COURT SESSIONS

- A. Locations for court sessions shall be mutually agreed upon by the municipality and the court.

VI. COURT EXECUTIVE COMMITTEE

- A. The Lakeside Municipal Court Executive Committee shall be composed of one (1) representative from each member municipality. Each of these members may appoint, at their discretion, an alternate to serve in their place or absence. Members or alternates may not be employees of the municipality's police department.
- B. The membership shall elect from its members a chairperson to preside at its meetings and a vice-chair to act in the absence of the chair and shall designate a recording secretary. Terms shall be two years. Chair and vice-chair may serve two consecutive terms.
- C. The Court Executive Committee shall hold annual meetings at a place and time to be fixed by the committee for the purpose of reviewing functions of the court. Special meetings may be held whenever called by its Chair or, on written request of two (2) members of the municipalities. The clerks of the municipalities and the members of the Executive Committee shall be notified at least seven (7) days prior to any regular or special meetings. The Court Executive Committee shall keep a written record of its proceedings. Meeting records shall be kept in the Municipal Court office.
- D. A majority of the members of the Court Executive Committee at a meeting shall constitute a quorum for all purposes.
- E. In order for a motion to be adopted or for any recommendations to be made to the court or the Village of North Fond du Lac, a simple majority vote of all members of the committee at the meeting is required.
- F. The Court Executive Committee may adopt rules, policies, and/or by-laws as it deems necessary.

This Agreement shall commence January 1, 2019. Any party may, with 180 days written notice and at the end of the judge's term, provide notice of termination of its participation in this Agreement. Notice of termination must be in writing and delivered by personal service or by certified mail, return receipt requested, to the clerk of the other municipalities and to the court.

Adopted this _____ day of _____, 20_____

City Manager or Administrator/Village President/Town Chair

Attest: _____
Clerk