

**AMENDMENT NUMBER ONE TO THE  
AGREEMENT FOR THE FORMATION OF A JOINT MUNICIPAL COURT AND  
OPERATION OF THE SAUK PRAIRIE COURT COMMISSION  
DATED NOVEMBER 11, 2003**

AGREEMENT made this 10<sup>th</sup> day of March, 2009, by and between the Village of Prairie du Sac ("Prairie"); the Village of Sauk City ("Sauk"); both municipal corporations located in Sauk County, Wisconsin; and the Town of Roxbury (the "Town"), a body corporate and politic located within Dane County, Wisconsin.

**WITNESSETH:  
RECITALS**

WHEREAS, Prairie and Sauk had previously entered into that certain "Agreement for the Formation of a Joint Municipal Court And Operation Of The Sauk Prairie Court Commission" dated November 11, 2003 (herein the "Prior Agreement"); and

WHEREAS, pursuant to the Prior Agreement, Prairie and Sauk have provided for the creation of a Joint Municipal Court and the formation of a commission known as the "Sauk Prairie Court Commission" (hereinafter the "Commission"), to oversee the administration of such Court; and

WHEREAS, pursuant to the terms of the Prior Agreement, Prairie and Sauk have adopted identical ordinances providing for the establishment and operation of the "Sauk Prairie Municipal Court" (hereinafter the "Court"); and

WHEREAS, the Town desires to become a party to the Prior Agreement for the purpose of participating in the operation of the Court; and

WHEREAS, Prairie and Sauk are willing to allow for the Town's participation, and to amend the Prior Agreement upon the terms and conditions set forth herein (hereinafter the "Instrument").

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

**AGREEMENT:**

1. **RECITALS.** The above recitals hereto are hereby expressly incorporated by reference. Terms used herein shall have the meanings set forth in the recital or in the Prior Agreement, as the case may be.
2. **AMENDMENT TO PRIOR AGREEMENT.** The Prior Agreement is hereby amended by adding the Town as a Party thereto, it being intended that the power and authority conferred by Section 755.01(1) Wis. Stats., be exercised jointly by Prairie, Sauk

and the Town, as authorized pursuant to Section 755.01(4) Wis. Stats., and as modified by this Instrument.

3. TOWN'S PARTICIPATION. With respect to the Town's participation in the Court and its administration thereof, the Parties specifically agree as follows:

(a) The Composition of the Sauk Prairie Court Commission as set out in section 2.0 of the Prior Agreement shall remain the same except as follows: Effective April 1, 2009, a fourth (4<sup>th</sup>) member of the Sauk Prairie Court Commission shall be added to the Commission; such fourth member shall be appointed by Roxbury Town Board, shall be a non-voting advisory member of the Commission, shall serve a two-year term, shall not have the right to vote on any matters before the Commission, shall have the right to participate in and be notified of Commission meetings, shall not have the right to be elected as an officer of the Commission, and shall not be counted for purposes of a quorum.

(b) By entering into this Agreement, the Town shall acquire no rights whatsoever, relative to the acquisition, distribution and/or ownership of the assets of the Commission and/or the Court as set forth in sections 4.0 or 6.0 of the Prior Agreement or elsewhere therein. All such assets shall be held and administered as provide for in the Prior Agreement, without regard to the Town.

(c) The Town shall have no financial responsibility whatsoever for the annual operating and/or capital budgets and/or financial obligations of the Court or Commission approved from time to time by the Commission and/or as set forth in sections 4.0 or 6.0 of the Prior Agreement or elsewhere therein. The Town's financial obligations to the Commission and to the Court shall be determined exclusively pursuant to the terms and provisions of section 7. of this Instrument.

4. TOWN REQUIREMENTS. Notwithstanding anything to the contrary contained in this Instrument or the Prior Agreement, this Instrument shall not become effective unless and until the Town has approved of the terms and provisions of this Instrument and authorized its execution; and further, the Town has adopted a separate ordinance, substantially identical to the ordinances adopted by Prairie and Sauk, relating to the establishment and operation of the Court. If the foregoing actions are not taken by the Town on or before March 15, 2009 then in such event, this Instrument shall become null and void, and of no further force and effect. So long as this Instrument is in effect, the Town agrees that it will not establish on its own, a separate municipal court pursuant to the provisions of Section 755.01 Wis. Stats.

5. RIGHTS OF TOWN. During the term of this Instrument, the Parties agree as follows:

(a) The electors of Prairie, Sauk and the Town shall be eligible to vote for the Judge of the Court. Inasmuch as the Court has already been established, the Parties agree that the existing Judge of the Court shall serve as the Judge for the Joint Court until his or her term of office expires. Thereafter, the Judge shall be

elected by the electors as aforesaid. It is the intent of the parties that the Town's electors will be eligible to vote, along with the Prairie and Sauk electors, for the Judge of the Court in the April 2009 regular spring election.

(b) Upon adoption of the ordinance by the Town as referred to in Section 4 hereof, the Town shall transmit a certified copy thereof to the appropriate filing officer pursuant to Section 11.02(3)(e) Wis. Stats.

6. TERM. This Instrument shall become effective upon execution by all parties and provided the Town has adopted the enabling ordinance referred to in Section 4 hereof. Once this Instrument becomes effective, it shall continue thereafter indefinitely, unless and until terminated in the manner hereinafter set forth:

(a) The Town may elect to withdraw its participation in the Court and the Prior Agreement at any time and for any reason; provided however that the Town gives written notice of such withdrawal no less than 60 days prior to the date on which the first nomination papers must be filed for the Municipal Judge's next term. In the event such notice is given, the Town shall be deemed to have withdrawn effective at the conclusion of the Municipal Judge's current term. Thereafter, the Town's right to participate in the Court under this Instrument shall terminate and be of no further force and effect. Withdrawal of the Town under this provision shall not serve to terminate the Prior Agreement, and Prairie and Sauk may continue under the Prior Agreement in the event of the Town's withdrawal under this provision. In the event that the Prior Agreement terminates pursuant to Section 5.0 therein, Town's right to participate in the Court under this Instrument shall terminate as of the date of termination of the Prior Agreement.

(b) Sauk and Prairie may elect to terminate the Town's participation in the Court and the Prior Agreement, at any time and for any reason, provided however that Sauk and Prairie both give written notice of such termination no less than 60 days prior to the date on which the first nomination papers must be filed for the Municipal Judge's next term. In the event such notice is given, the Town's participation shall terminate effective at the conclusion of the Municipal Judge's current term. Thereafter, the Town's right to participate in the Court under this Instrument shall terminate and be of no further force and effect.

7. FINANCIAL PARTICIPATION BY TOWN. During the term of this Agreement, the Town agrees to pay to the Commission the following:

(a) The sum of four hundred dollars (\$400.00) shall be paid to the Commission, to cover the Commission's administrative costs associated with the Town becoming a Party to the Prior Agreement. Such fee is non-refundable.

(b) For each municipal forfeiture action or other action commenced in the Court and involving the Town, the Town shall pay to the Commission the sum of ten dollars (\$10.00) per action as a "Surcharge". This Surcharge is in addition to all other costs and expenses that may be charged to a defendant in any such Court

action. The Commission shall separately invoice the Town for the Surcharge; and the Surcharge is due and payable within thirty (30) days thereafter, regardless of the outcome of the particular action.

(c) In the event any action goes to trial before the Judge, which action involves the Town, the Town shall pay to the Commission an additional charge of fifty dollars (\$50.00) per hour for the time in which a matter is before the Court. The Commission shall invoice the Town for this charge; and the Town shall pay the same within thirty days thereafter.

The aforesaid fees (i.e. (b) and (c) above) may be adjusted every calendar year, commencing with the calendar year 2010. Notwithstanding the foregoing, the Commission cannot increase the fee in either (b) or (c) above by more than fifty per cent (50%) in any single year, without the written consent of the Town. The adjustment shall be by the Commission, by the December preceding the year in question. Such adjustment shall be on a prospective basis and once established, shall remain in effect for the calendar year in question.

8. BINDING EFFECT. This Agreement is binding upon the successors and assigns of the Parties hereto.

9. NATURE OF THE INSTRUMENT. This Agreement is intended to supplement the Prior Agreement with respect to the specific matters addressed herein. However, in the event of a conflict between the prior Agreement and this Instrument, this Instrument shall prevail. Except as modified herein, the Prior Agreement is hereby ratified and confirmed and sections 7.0, 8.0 and 9.0 thereof are made expressly applicable to the Town along with Prairie and Sauk.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number One the day and year first written above. Signed and sealed in the presence of:

VILLAGE OF PRAIRIE DU SAC

By: Cheryl Sherman  
Name: Cheryl Sherman  
Title: Village President

ATTEST:

By: Niki Conway  
Name: Niki Conway  
Title: Village Clerk

VILLAGE OF SAUK CITY

By: Jim Anderson  
Name: Jim Anderson  
Title: Village President

ATTEST:

By: Vicki Breunig  
Name: Vicki Breunig  
Title: Village Clerk

TOWN OF ROXBURY

By: Ervin Breunig  
Name: Ervin Breunig  
Title: Town Chairperson

ATTEST:

By: Robert Pings  
Name: Robert Pings  
Title: Town Clerk

**Class 1 Notice of Newly Enacted Ordinance in the Town of Roxbury**

Please take notice that the Town of Roxbury enacted Ordinance No. 2008-03, **Joint Municipal Court Ordinance**, on November 17, 2008. The ordinance allows the Town of Roxbury to join the Sauk Prairie Municipal Court, gives the court jurisdiction over municipal offenses in the Town of Roxbury, establishes procedures for the Court, and allows the electors of the Town to vote for the Judge in the next judicial election. The Town will become a member of the Joint Municipal Court effective May 1, 2009 after the next judicial election. The full text of Ordinance No. 2008-03 may be obtained at the Town Clerk's office, Town Hall, 7161 Kippley Road, Roxbury, WI 53583. Clerk's phone: 608-643-476.