

CITY OF ONALASKA MEETING NOTICE

COMMITTEE/BOARD: Joint Municipal Court Committee

AMENDED

DATE OF MEETING: July 18, 2019 (Thursday)

PLACE OF MEETING: City Hall – 415 Main Street (Room 112)

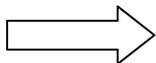
TIME OF MEETING: 3:30 P.M.

PURPOSE OF MEETING

1. Call to Order and roll call
2. Approval of minutes from the previous meeting
3. Public Input (Limited to 3 minutes/individual)

Consideration and possible action on the following items:

4. Clerk of Court:
 - a. Quarterly scorecard for Towns, Cities & Villages (T-C-V)
5. Finance Department:
 - a. Financials
 - b. Joint Municipal Court report regarding forfeitures/court costs
 - c. Quarterly report containing cases not dismissed
 - d. First Amendment to the Joint Municipal Court Agreement
 - e. Ordinance revision relating to Joint Municipal Court
 - f. Bond insurance for Joint Municipal Court judge
 - g. Update regarding Joint Municipal Court software
6. Next meeting date – August 15th or 22nd, 2019
7. Adjournment



PLEASE TAKE FURTHER NOTICE that members of the Common Council of the City of Onalaska who do not serve on the committee may attend this meeting to gather information about a subject over which they have decision making responsibility. Therefore, further notice is hereby given that the above meeting may constitute a meeting of the Common Council and is hereby noticed as such, even though it is not contemplated that the Common Council will take any formal action at this meeting.

NOTICES MAILED TO:

Mayor Joe Chilsen
Ald. Tom Smith
Ald. Jim Olson
Ald. Dan Stevens
Ald. Boondi Iyer
Ald. Kim Smith
Ald. Diane Wulf
City Attorney City Administrator
La Crosse Tribune Dept Heads
Coulee Courier
WKTY WLXR WLAX WKBT WXOW
Omni Center Onalaska Public Library

*Committee Members

* Teresa Schnitzler–West Salem– Chair - Alternate-Julie Schmidt
* Marlene Heal –Shelby, Alternate – Jeff Brudos
* Scott Alo - Bangor, Alternate – Jeri Wittmershaus
* Scott Heinig– Holmen – Vice Chair, Alternate-Shane Collins
* Terry Schaller – Campbell, Alternate – Lee Weis
* Jon Hohlfeld- Rockland, Alternate - Stephanie Rowell
* Michael Hoffman – Holland, Alternate – Steve Michaels
* Eric Rindfleisch – City of Onalaska Member, Alternate–Fred Buehler
* Charles Ashheck – Chief of Village of West Salem (Rotating Chief)
Fred Buehler – Finance Director
John Brinckman–Municipal Court Judge
Hildie McIntyre – Municipal Court Supervisor

Date Notices Mailed and Posted: 7-11-19

In compliance with the Americans with Disabilities Act of 1990, the City of Onalaska will provide reasonable accommodations to qualified individuals with a disability to ensure equal access to public meetings provided notification is given to the City Clerk within seventy-two (72) hours prior to the public meeting and that the requested accommodation does not create an undue hardship for the City.

JMC SCORECARD TOTALS FOR CITY OF ONALASKA					
	2019-1st Qtr	2019-2nd Qtr	2019-3rd Qtr	2019-4th Qtr	2019-Total
Total citations filed	591	392			983
Citations dismissed	37	29			66
Trials	0	0			0
G/NC/Default	413	374			787
NG plea	16	11			27
Revocation/susp	9	5			14
NASP	2	2			4
DPA	2	0			2
Com Service	9	7			16
Continued	134	35			169
TOTAL	1213	855			2068

JMC SCORECARD TOTALS - TOWN OF CAMPBELL					
	2019-1st Qtr	2019-2nd Qtr	2019-3rd Qtr	2019-4th Qtr	2019-Total
Total citations filed	75	130			205
Citations dismissed	13	10			23
Trials	0	0			0
G/NC/Default	85	69			154
NG plea	1	1			2
Revocation/susp	3	0			3
NASP	0	0			0
DPA	1	4			5
Com Service	1	6			7
Continued	130	8			138
					0
					0
TOTAL	309	228	0	0	537

JMC SCORECARD TOTALS FOR VILLAGE OF BANGOR					
	2019-1st Qtr	2019-2nd Qtr	2019-3rd Qtr	2019-4th Qtr	2019 Total
Total citations filed	9	32			41
Citations dismissed	4	1			5
Trials	0	0			0
G/NC/Default	13	13			26
NG plea	0	0			0
Revocation/susp	0	0			0
NASP	0	0			0
DPA	0	0			0
Com Service	0	0			0
Continued	4	0			4

JMC SCORECARD TOTALS FOR TOWN OF SHELBY					
	2019-1st Qtr	2019-2nd Qtr	2019-3rd Qtr	2019-4th Qtr	2019 Total
Total citations filed	16	12			28
Citations dismissed	0	1			1
Trials	0	0			0
G/NC/Default	6	18			24
NG plea	0	0			0
Revocation/susp	0	0			0
NASP	0	0			0
DPA	0	0			0
Com Service	0	0			0
Continued	0	0			0
TOTAL	22	31	0	0	53

JMC SCORECARD TOTALS FOR VILLAGE OF HOLMEN					
	2019-1st Qtr	2019-2nd Qtr	2019-3rd Qtr	2019-4th Qtr	2019-Total
Total citations filed	104	164			268
Citations dismissed	23	12			35
Trials	0	0			0
G/NC/Default	129	111			240
NG plea	4	12			16
Revocation/susp	4	2			6
NASP	0	0			0
DPA	13	7			20
Com Service	13	11			24
Continued	13	28			41
TOTAL	303	347	0	0	650

JMC SCORECARD TOTALS FOR VILLAGE OF WEST SALEM					
	2019-1st Qtr	2019-2nd Qtr	2019-3rd Qtr	2019-4th Qtr	2019 Total
Total citations filed	93	92			185
Citations dismissed	8	5			13
Trials	0	0			0
G/NC/Default	67	85			152
NG plea	2	3			5
Revocation/susp	0	0			0
NASP	0	0			0
DPA	0	0			0
Com Service	0	10			10
Continued	7	8			15
TOTAL	177	203			380



City of Onalaska

Free
7-11-19

Account	Name	Balance
Fund: 208 - JOINT MUNICIPAL COURT		
Assets		
208-11100	CASH	226,191.92
208-12100	TAXES RECEIVABLE	0.00
208-13100	OTHER ACCOUNTS RECEIVABLE	0.00
208-13103	A/R - ONALASKA	494,402.52
208-13106	A/R - BANGOR	33,876.17
208-13110	A/R - CAMPBELL	62,535.23
208-13112	A/R - HOLMEN	160,441.72
208-13114	A/R - ROCKLAND	0.00
208-13116	A/R - SHELBY	12,413.21
208-13117	A/R - WEST SALEM	67,543.55
208-13120	ALLOWANCE FOR UNCOLLECTIBLE COURT	0.00
Total Assets:		1,057,404.32
		<u>1,057,404.32</u>

Liability		
208-21100	ACCOUNTS PAYABLE	0.00
208-21110	AP PENDING (DUE TO POOL)	289.50
208-21405	DOT PARKING TICKETS	-27.00
208-21511	FICA W/H	0.00
208-21512	FEDERAL W/H	0.00
208-21513	STATE W/H - WI	0.00
208-21515	FICA W/H - MEDICARE	0.00
208-21520	RETIREMENT W/H	0.00
208-21529	HEALTH INS W/H (EMPL. HEAL. INS. CO.)	0.00
208-21530	HEALTH INS	0.00
208-21531	CANCER INS	0.00
208-21533	HEALTH/DENTAL/LIFE INS PREMIUMS	0.00
208-21534	MEDICAL & DEP CARE - SECT. 125	0.00
208-21535	WI-RETIREMENT SYSTEM (P.T.EE)	0.00
208-21540	UNITED WAY	0.00
208-21570	UNION DUES	0.00
208-21573	DEFERRED COMPENSATION	0.00
208-21581	SUPPORT PAYMENTS	0.00
208-21700	ACCRUED WAGES	0.00
208-22220	BAIL BOND PAYMENTS	0.00
208-22229	PARTIAL PAYMENT-VARIOUS	3,301.46
208-24340	CITATIONS	0.00
208-24341	CITATIONS DUE ST./CO./CITY	0.00
208-24342	PARKING	0.00
208-26000	DEFERRED REVENUE	0.00
208-26001	DEFERRED REVENUE - JMC FINES	831,212.40
Total Liability:		834,776.36

Equity		
208-34100	FUND BALANCE	191,390.45
Total Beginning Equity:		191,390.45
Total Revenue		234,061.53
Total Expense		202,824.02
Revenues Over/Under Expenses		31,237.51
Total Equity and Current Surplus (Deficit):		222,627.96
Total Liabilities, Equity and Current Surplus (Deficit):		<u>1,057,404.32</u>

OK
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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 208 - JOINT MUNICIPAL COURT						
Revenue						
208-00000-41110	GENERAL PROPERTY TAXES	71,850.00	71,850.00	0.00	71,850.00	0.00 0.00%
208-00000-45111	FINES/FORFEITURES	0.00	0.00	0.00	111,741.33 <i>OK</i>	111,741.33 0.00%
208-00000-45113	COURT COST - DUE TO JOINT	70,000.00	70,000.00	0.00	49,421.00 <i>OK</i>	-20,579.00 29.40%
208-00000-46001	DANCE RECIEPTS	0.00	0.00	0.00	0.00	0.00 0.00%
208-00000-46120	SALES MATERIALS & SUPLS	0.00	0.00	0.00	0.00	0.00 0.00%
208-00000-46424	CONTRIBUTIONS FROM TOWNS/VI	64,465.00	64,465.00	0.00	1,000.00	-63,465.00 98.45%
208-00000-48000	MISCELLANEOUS INCOME	0.00	0.00	0.00	49.20	49.20 0.00%
208-00000-48500	DONATIONS	0.00	0.00	0.00	0.00	0.00 0.00%
208-00000-48700	SALES	0.00	0.00	0.00	0.00	0.00 0.00%
	Revenue Total:	206,315.00	206,315.00	0.00	234,061.53	27,746.53 13.45%
Expense						
208-51200-110	SALARIES - REGULAR	67,929.00	67,929.00	2,596.97	33,489.69	34,439.31 50.70%
208-51200-120	WAGES - REGULAR	27,907.00	27,907.00	1,066.18	13,661.16	14,245.84 51.05%
208-51200-124	WAGES - PERM PT	42,509.00	42,509.00	692.31	18,456.07	24,052.93 56.58%
208-51200-125	OVERTIME - PERM.PT	0.00	0.00	0.00	0.00	0.00 0.00%
208-51200-126	WAGES TEMP./SEAS.	0.00	0.00	0.00	0.00	0.00 0.00%
208-51200-150	FICA	10,583.00	10,583.00	308.20	4,719.20	5,863.80 55.41%
208-51200-151	RETIREMENT (WRS)	7,489.00	7,489.00	285.28	3,511.20	3,977.80 53.12%
208-51200-152	HEALTH INSURANCE	25,485.00	25,485.00	2,058.98	14,227.67	11,257.33 44.17%
208-51200-153	DENTAL INSURANCE	2,216.00	2,216.00	173.47	1,031.25	1,184.75 53.46%
208-51200-154	LIFE INSURANCE	59.00	59.00	6.32	31.65	27.35 46.36%
208-51200-225	PHONE/INTERNET/CABLE	700.00	700.00	50.78	292.47	407.53 58.22%
208-51200-240	SOFTWARE MAINTENANCE CONTR	8,022.00	8,022.00	0.00	7,983.47	38.53 0.48%
208-51200-241	EQUIPMENT MAINTENANCE CONT	192.00	192.00	0.00	0.00	192.00 100.00%
208-51200-290	OTHER CONTRACTUAL SERVICES	4,522.00	4,522.00	180.15	1,706.42	2,815.58 62.26%
208-51200-291	TRANSCRIPTION CONTRACTUAL	200.00	200.00	0.00	49.01	150.99 75.50%
208-51200-310	OFFICE SUPPLIES	650.00	650.00	0.00	0.00	650.00 100.00%
208-51200-311	POSTAGE	2,000.00	2,000.00	198.85	1,684.72	315.28 15.76%
208-51200-312	COPY USAGE & PAPER	854.00	854.00	56.15	431.54	422.46 49.47%
208-51200-320	SUBSCRIPTIONS & DUES	930.00	930.00	0.00	845.00	85.00 9.14%
208-51200-323	GENERAL ADVERTISING	0.00	0.00	0.00	0.00	0.00 0.00%
208-51200-330	SEMINARS, CONF & TRAVEL	1,465.00	1,465.00	214.00	337.22	1,127.78 76.98%
208-51200-340	OPERATING SUPPLIES	2,003.00	2,003.00	0.00	86.67	1,916.33 95.67%
208-51200-341	PRINTING & FORMS	300.00	300.00	0.00	0.00	300.00 100.00%
208-51200-393	FINES/FORFEITURES (T/C/V)	0.00	0.00	6,907.47	96,872.89	-96,872.89 0.00%
208-51200-397	MISC. EXPENSE (TRVP)	0.00	0.00	104.77	0.51	-0.51 0.00%
208-51200-510	INS - WORKERS COMP	300.00	300.00	0.00	190.50	109.50 36.50%
208-51200-810	GENERAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00 0.00%
208-51200-813	TECH. OUTLAY -JMC	0.00	0.00	0.00	3,215.71	-3,215.71 0.00%
	Expense Total:	206,315.00	206,315.00	14,899.88	202,824.02	3,490.98 1.69%
	Fund: 208 - JOINT MUNICIPAL COURT Surplus (Deficit):	0.00	0.00	-14,899.88	31,237.51	31,237.51 0.00%
	Report Surplus (Deficit):	0.00	0.00	-14,899.88	31,237.51	31,237.51 0.00%

*HELD Jan
Balance*

*14,868.44
96,872.89
111,741.33*

Joint Municipal Court
Monthly Summary
Total - All Municipalities

Month	Forfeitures	Court Costs Due City	Monthly Total
Jan-19	\$14,868.44	\$7,065.09	\$21,933.53
Feb-19	\$15,040.36	\$6,978.01	\$22,018.37
Mar-19	\$28,679.93	\$12,236.35	\$40,916.28
Apr-19	\$20,214.87	\$8,653.93	\$28,868.80
May-19	\$17,044.03	\$7,931.74	\$24,975.77
Jun-19	\$15,893.70	\$6,555.88	\$22,449.58
Jul-19			
Aug-19			
Sep-19			
Oct-19			
Nov-19			
Dec-19			
Total	\$111,741.33	\$49,421.00	\$161,162.33

OK

OK

Joint Municipal Court

Monthly Summary

City of Onalaska

Month	Forfeitures	Court Costs Due City	Monthly Total
Jan-19	\$9,075.67	\$4,318.56	\$13,394.23
Feb-19	\$10,003.36	\$3,799.96	\$13,803.32
Mar-19	\$17,584.13	\$7,641.56	\$25,225.69
Apr-19	\$11,728.03	\$5,112.09	\$16,840.12
May-19	\$17,044.03	\$7,931.74	\$24,975.77
Jun-19	\$8,986.23	\$3,499.63	\$12,485.86
Jul-19			
Aug-19			
Sep-19			
Oct-19			
Nov-19			
Dec-19			
Total	\$74,421.45	\$32,303.54	\$106,724.99

Joint Municipal Court

Monthly Summary

Village of Bangor

VILLA800

Month	Forfeitures	Court Costs Due City	Monthly Total
Jan-19	\$193.54	\$132.00	\$325.54
Feb-19	\$87.00	\$112.00	\$199.00
Mar-19	\$543.00	\$218.00	\$761.00
Apr-19	\$550.00	\$231.00	\$781.00
May-19	\$9,288.29	\$4,952.67	\$14,240.96
Jun-19	\$412.00	\$269.67	\$681.67
Jul-19			
Aug-19			
Sep-19			
Oct-19			
Nov-19			
Dec-19			
Total	\$11,073.83	\$5,915.34	\$16,989.17

Joint Municipal Court
Monthly Summary
Town of Campbell

TOWNC871

Month	Forfeitures	Court Costs Due City	Monthly Total
Jan-19	\$922.71	\$635.49	\$1,558.20
Feb-19	\$1,547.40	\$879.00	\$2,426.40
Mar-19	\$3,502.23	\$1,298.71	\$4,800.94
Apr-19	\$1,934.58	\$604.40	\$2,538.98
May-19	\$980.00	\$419.00	\$1,399.00
Jun-19	\$1,432.04	\$684.12	\$2,116.16
Jul-19			
Aug-19			
Sep-19			
Oct-19			
Nov-19			
Dec-19			
Total	\$10,318.96	\$4,520.72	\$14,839.68

Joint Municipal Court

Monthly Summary

Village of Holmen

VILLA890

Month	Forfeitures	Court Costs Due City	Monthly Total
Jan-19	\$2,763.55	\$962.14	\$3,725.69
Feb-19	\$2,209.76	\$1,537.45	\$3,747.21
Mar-19	\$5,029.77	\$2,045.28	\$7,075.05
Apr-19	\$3,856.35	\$1,514.26	\$5,370.61
May-19	\$1,278.51	\$479.00	\$1,757.51
Jun-19	\$2,555.24	\$1,029.51	\$3,584.75
Jul-19			
Aug-19			
Sep-19			
Oct-19			
Nov-19			
Dec-19			
Total	\$17,693.18	\$7,567.64	\$25,260.82

Joint Municipal Court

Monthly Summary

Town of Shelby

TOWNS874

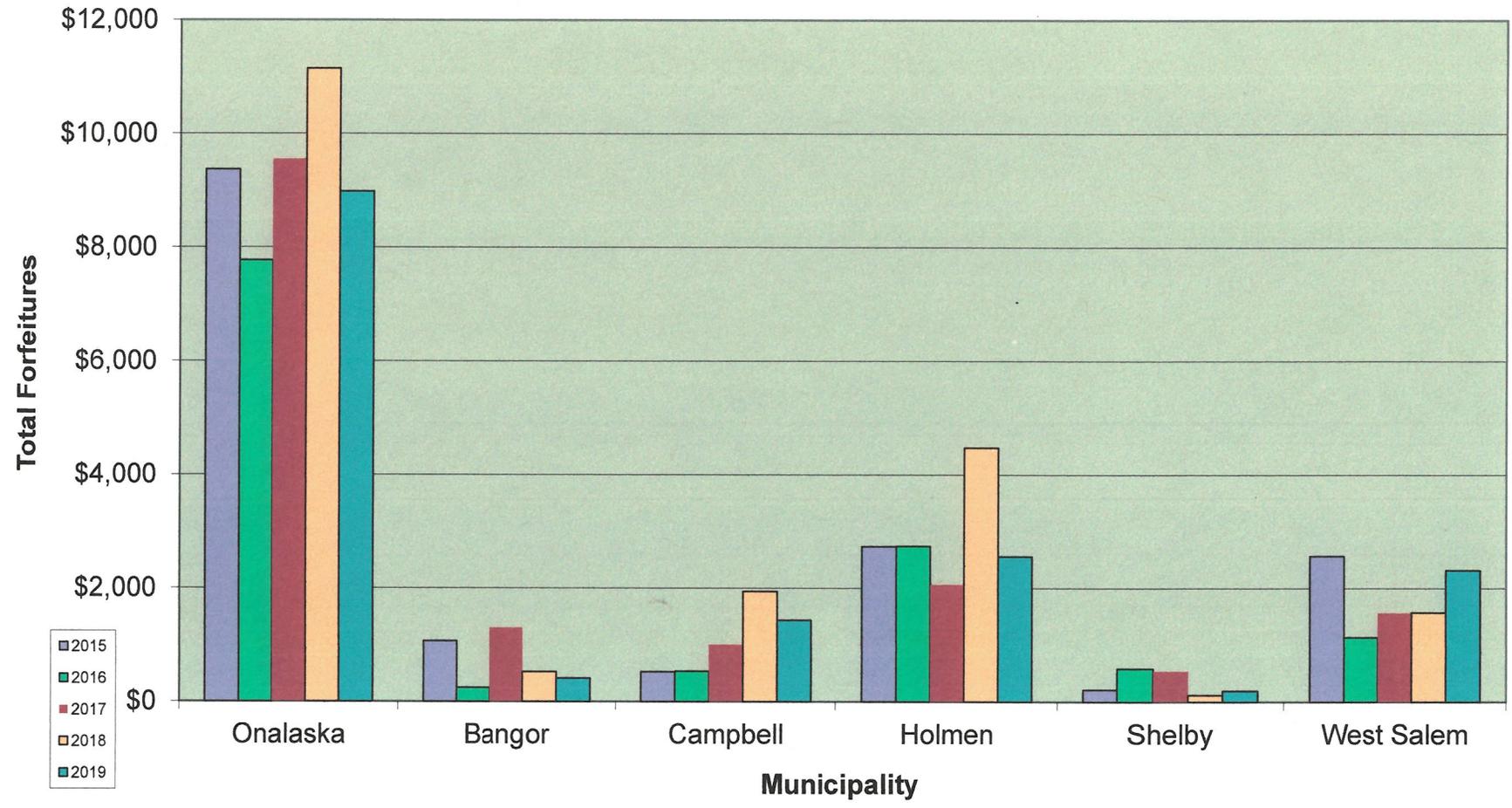
Month	Forfeitures	Court Costs Due City	Monthly Total
Jan-19	\$317.85	\$130.00	\$447.85
Feb-19	\$211.46	\$79.00	\$290.46
Mar-19	\$250.00	\$109.00	\$359.00
Apr-19	\$505.03	\$254.00	\$759.03
May-19	\$3,741.84	\$1,310.07	\$5,051.91
Jun-19	\$190.00	\$99.00	\$289.00
Jul-19			
Aug-19			
Sep-19			
Oct-19			
Nov-19			
Dec-19			
Total	\$5,216.18	\$1,981.07	\$7,197.25

Joint Municipal Court
Monthly Summary
Village of West Salem

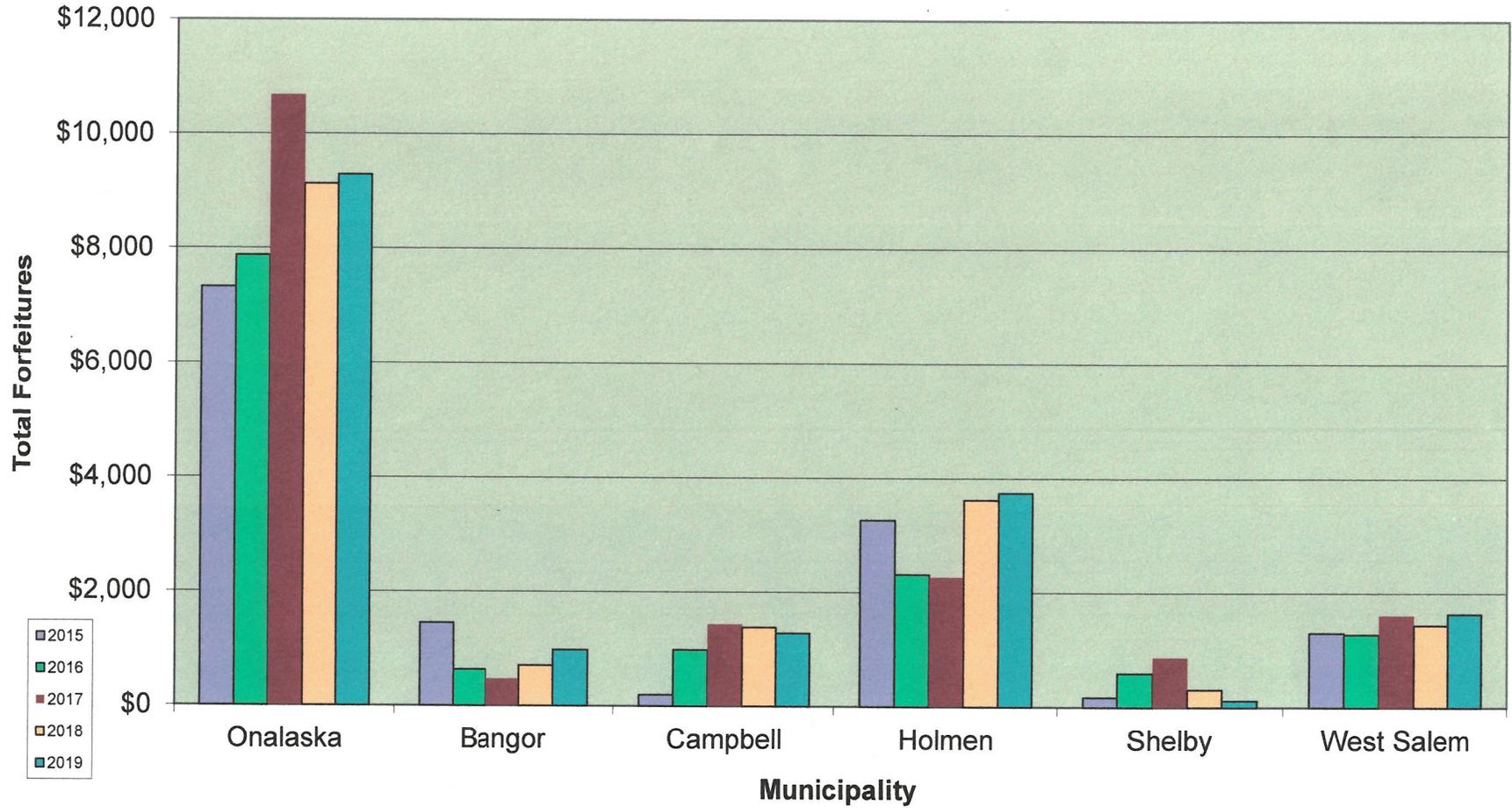
VILLA897

Month	Forfeitures	Court Costs Due City	Monthly Total
Jan-19	\$1,595.12	\$886.90	\$2,482.02
Feb-19	\$981.38	\$570.60	\$1,551.98
Mar-19	\$1,770.80	\$923.80	\$2,694.60
Apr-19	\$1,640.88	\$938.18	\$2,579.06
May-19	\$1,635.39	\$657.00	\$2,292.39
Jun-19	\$2,318.19	\$973.95	\$3,292.14
Jul-19			
Aug-19			
Sep-19			
Oct-19			
Nov-19			
Dec-19			
Total	\$9,941.76	\$4,950.43	\$14,892.19

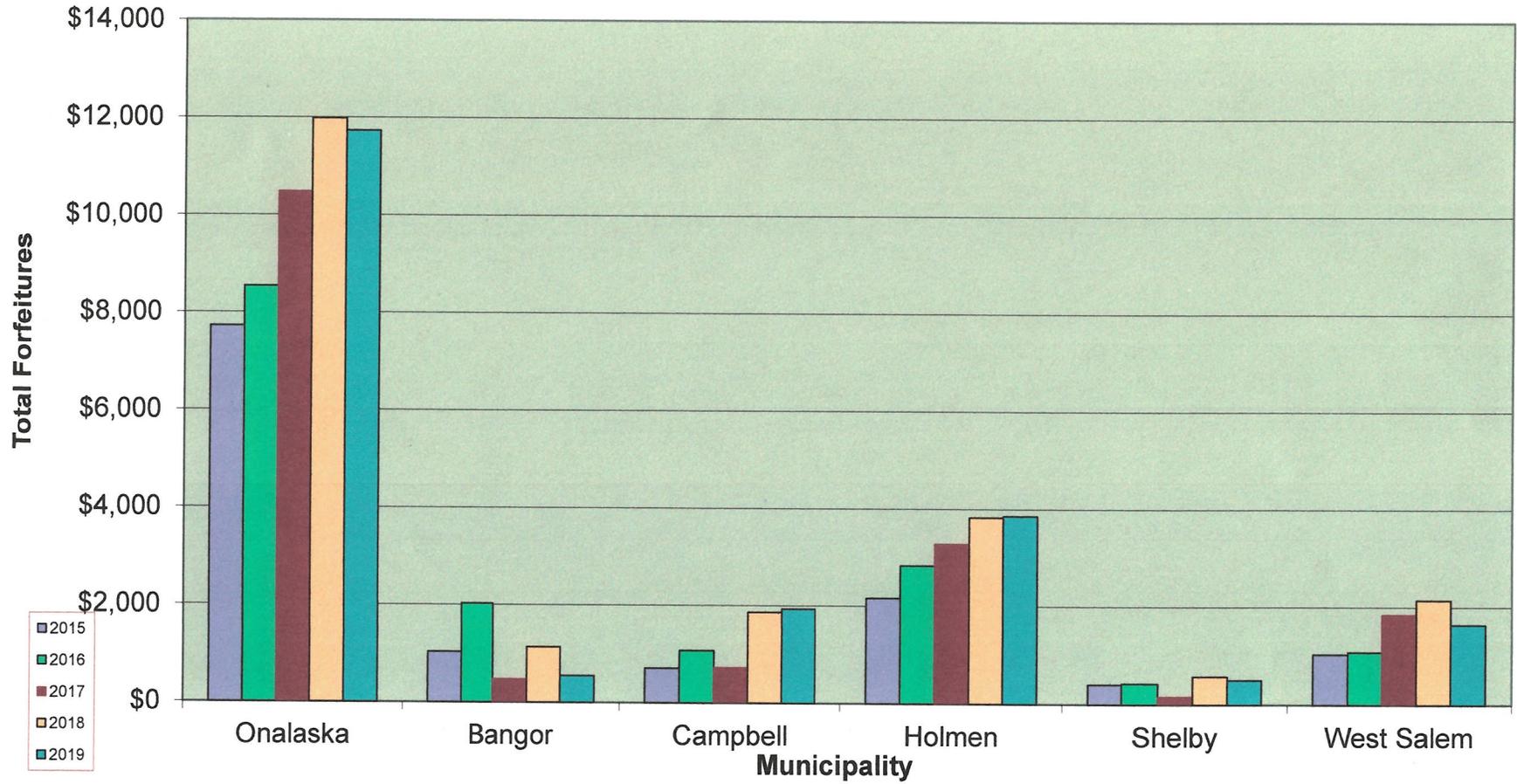
Joint Municipal Court June



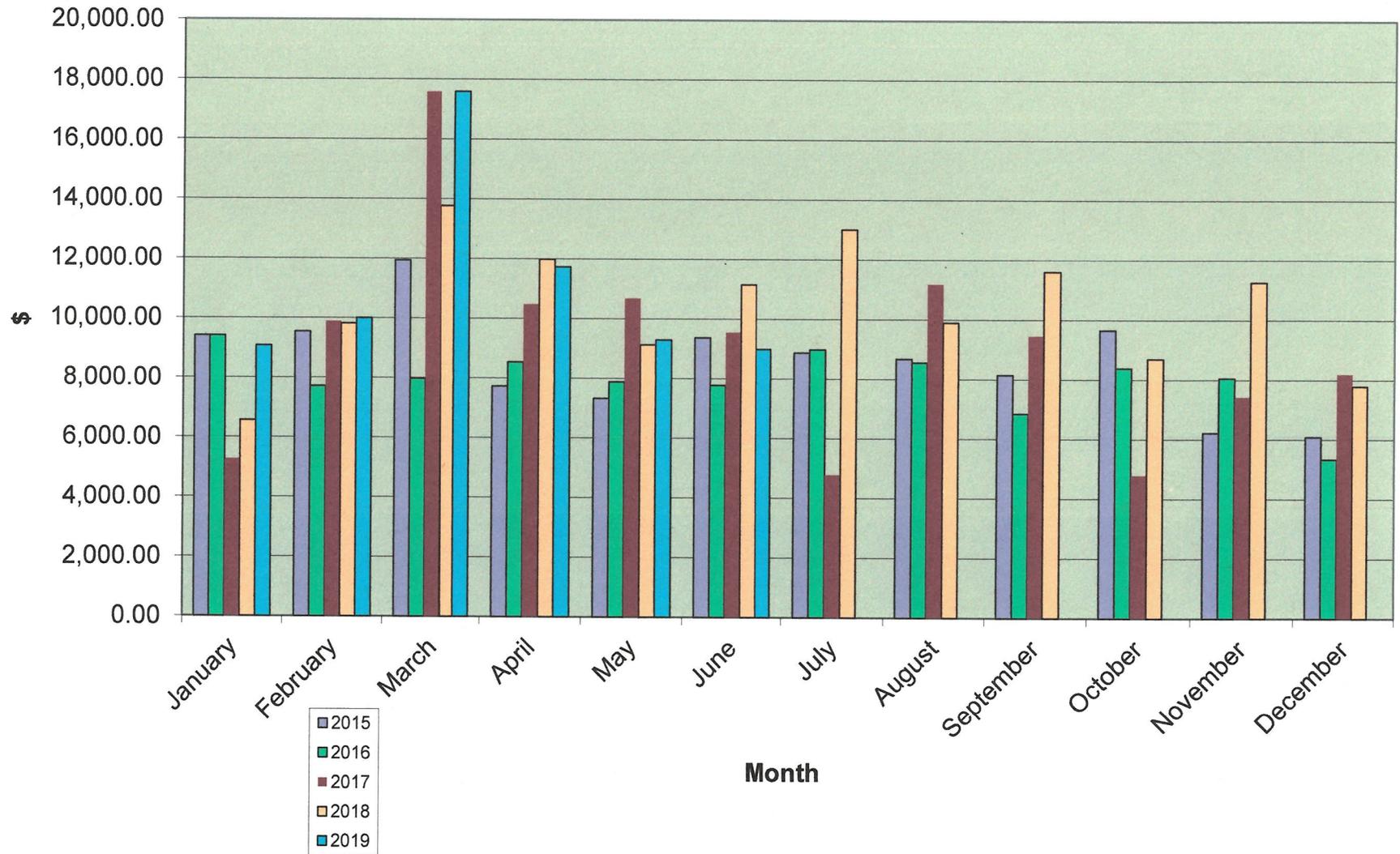
Joint Municipal Court May



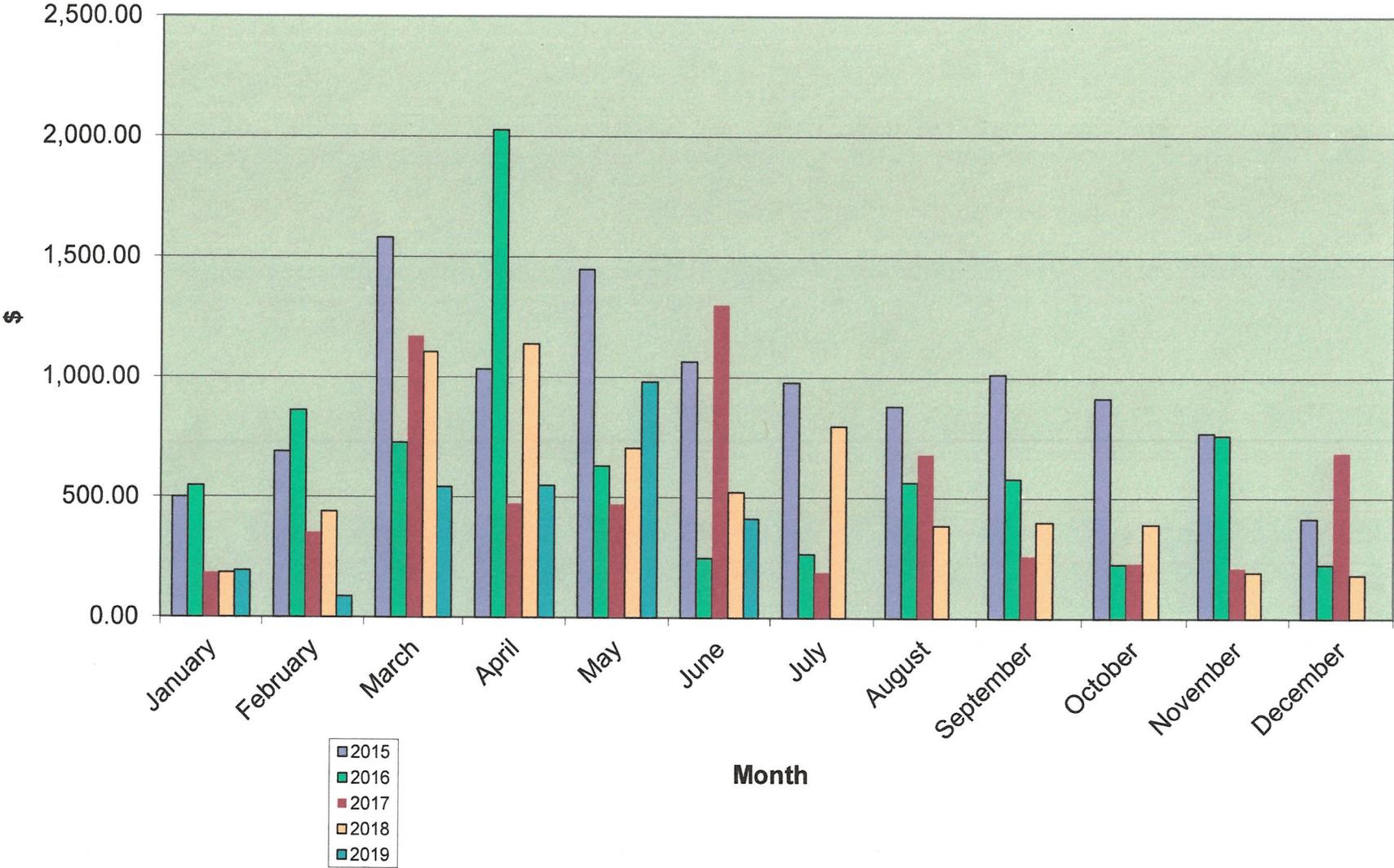
Joint Municipal Court April



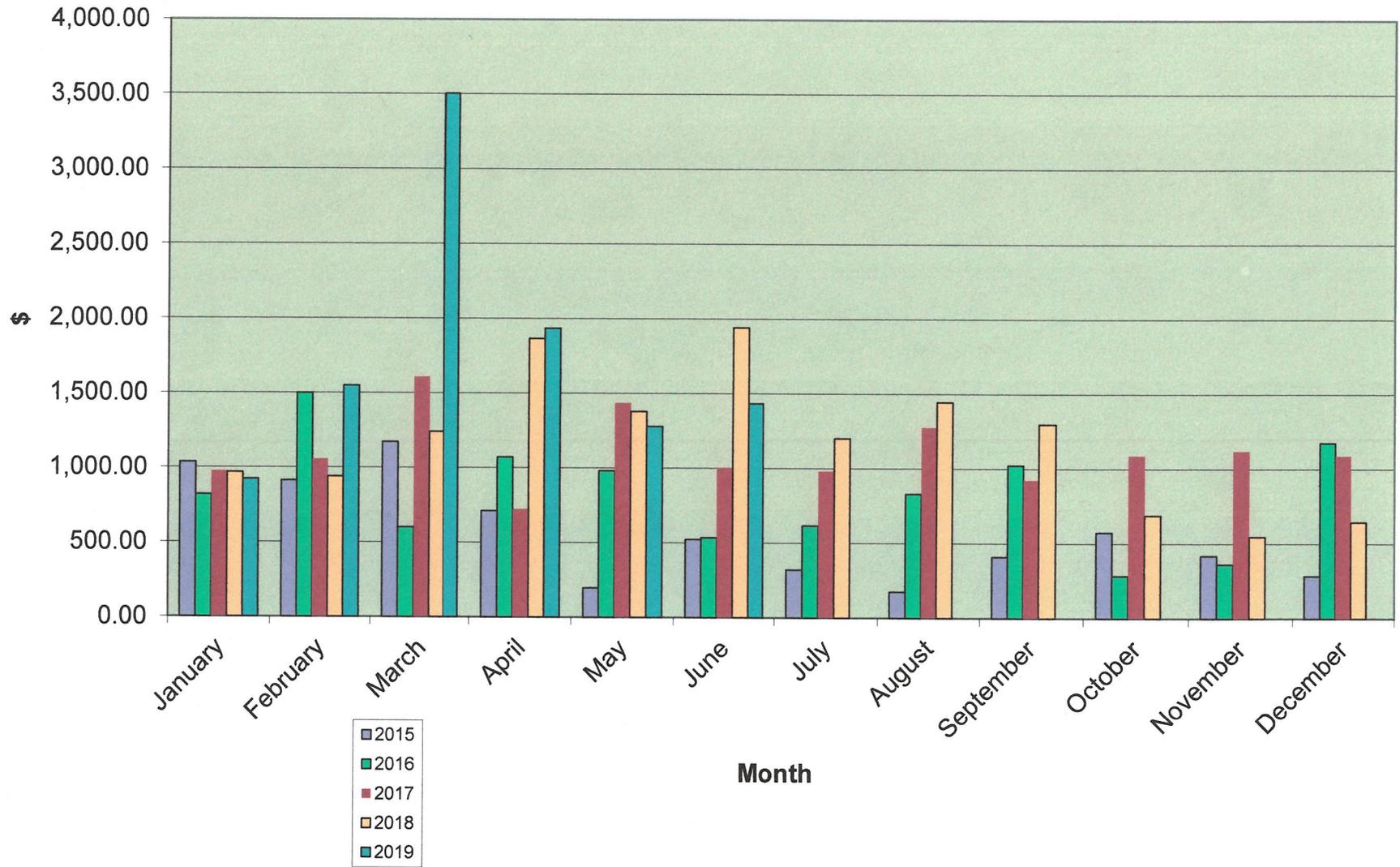
City of Onalaska-J.M.C.



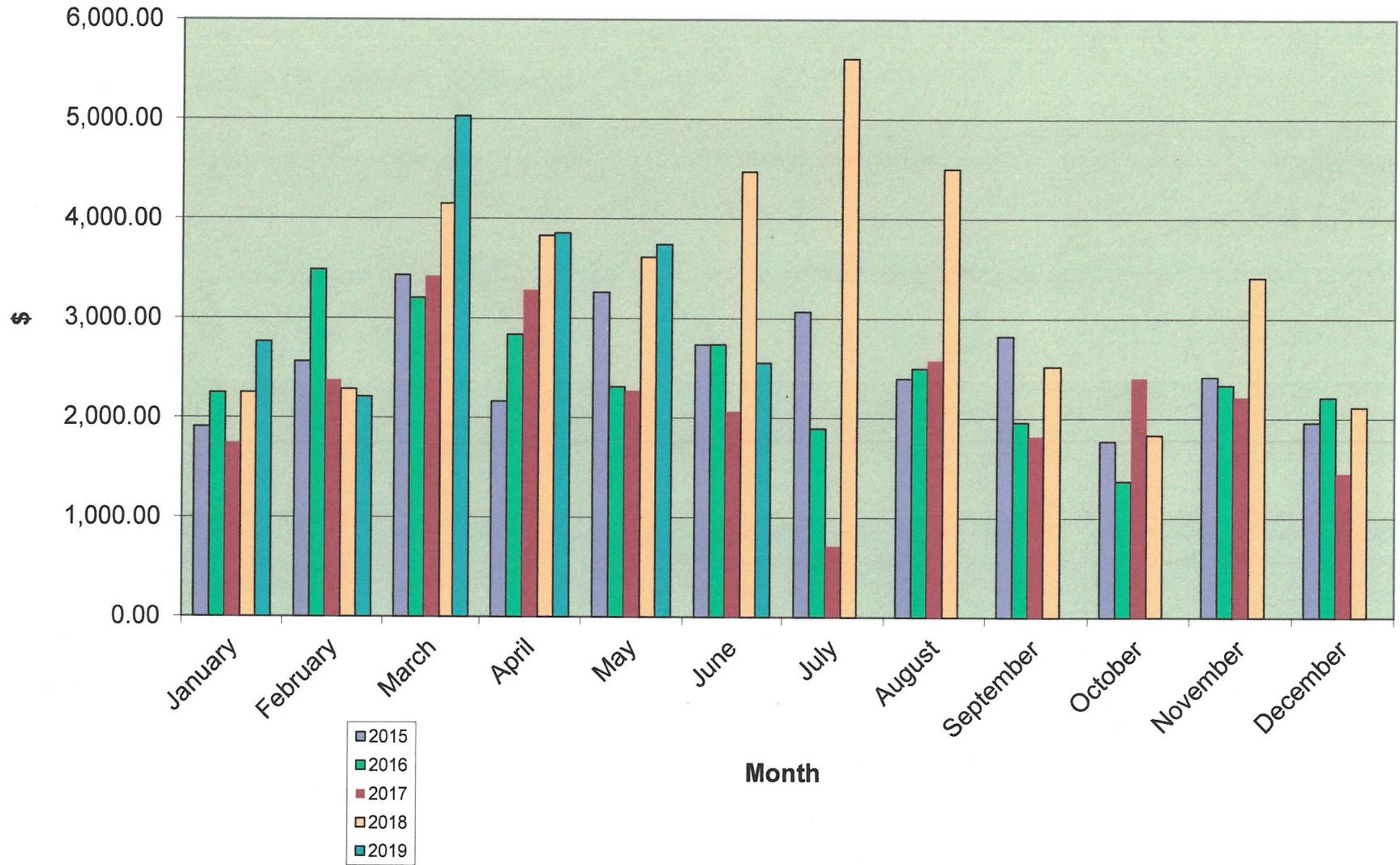
Village of Bangor-J.M.C.



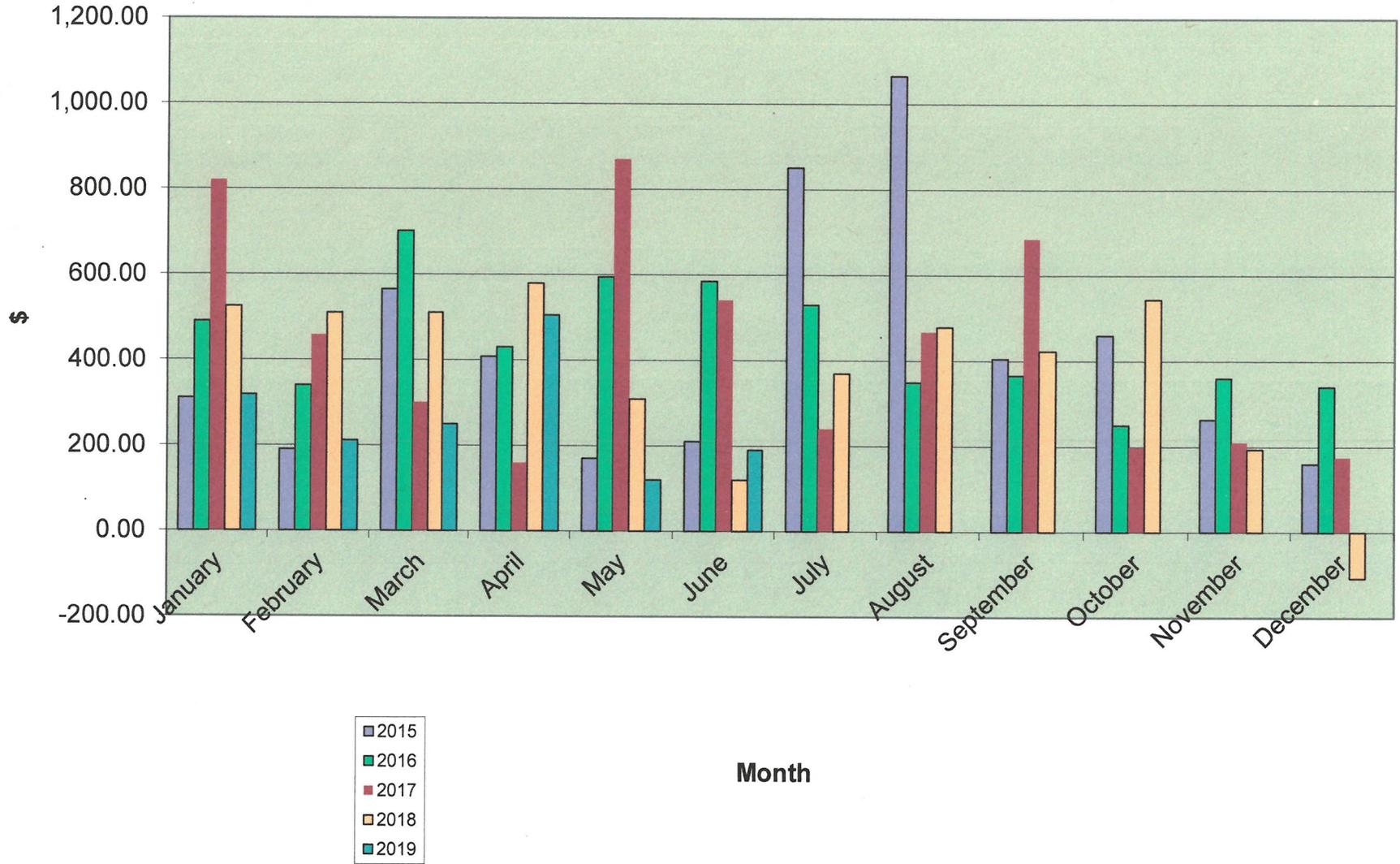
Town of Campbell-J.M.C.



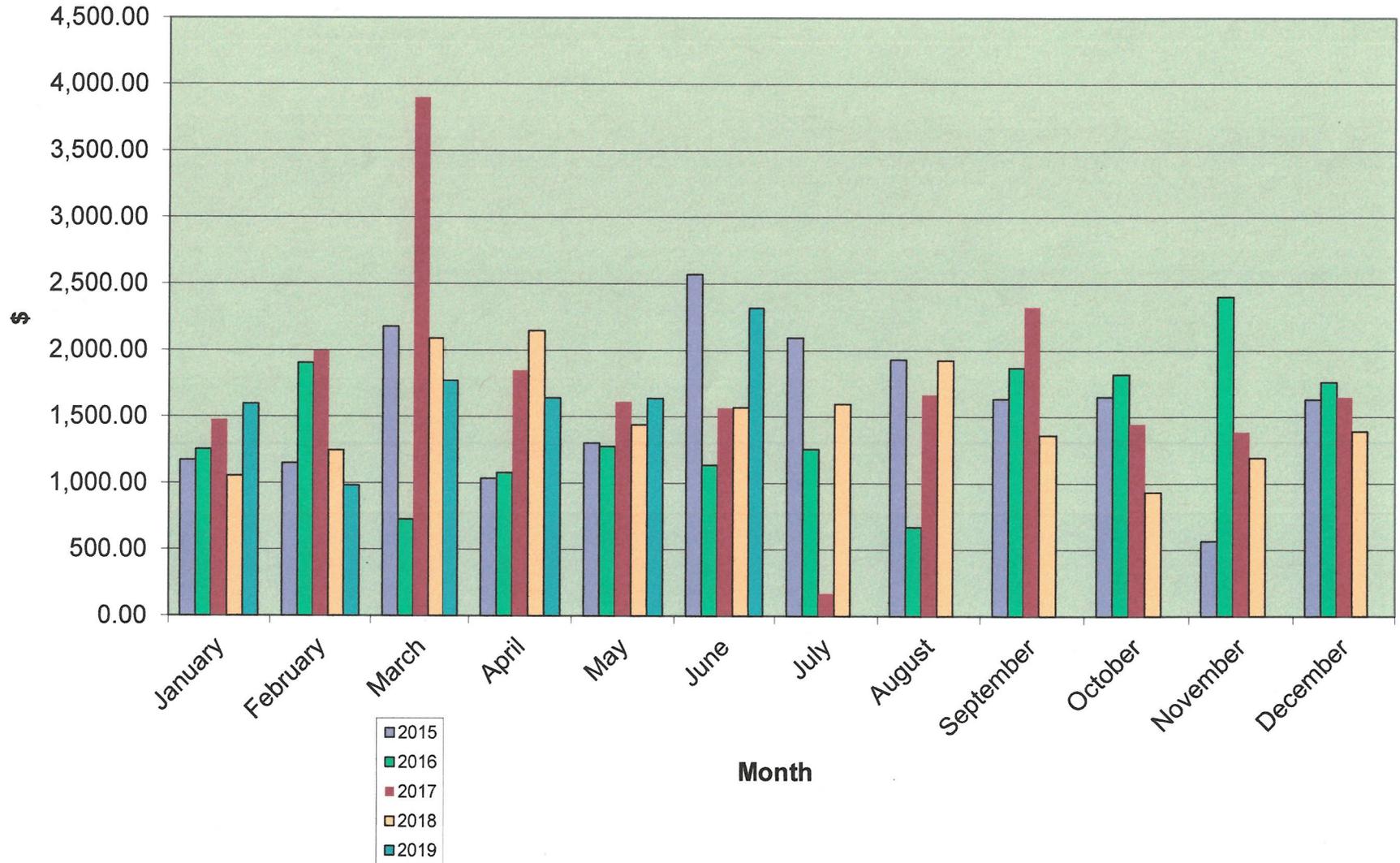
Village of Holmen-J.M.C.



Town of Shelby-J.M.C.



Village of West Salem-J.M.C.



JOINT MUNICIPAL COURT ALLOCATION - 2019
CITATIONS NOT DISMISSED (Info supplied by Finance Dept.)

	<u>1st Qtr</u>	<u>2nd Qtr</u>	<u>3rd Qtr</u>	<u>4th Qtr</u>	<u>Total</u>	
Onalaska	461	411			872	55.5414%
Bangor	17	16			33	2.1019%
Campbell	100	79			179	11.4013%
Holland	0	0	0	0	0	0.0000%
Holmen	153	140			293	18.6624%
Rockland	0	0	0	0	0	0.0000%
Shelby	6	20			26	1.6561%
West Salem	75	92			167	10.6369%
GRAND TOTAL	<u>812</u>	<u>758</u>	<u>0</u>	<u>0</u>	<u>1570</u>	<u>100.0000%</u>

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is entered into as of this ___ day of _____, 2019, by and among the City of Onalaska, the Town of Campbell, the Town of Holland, the Town of Shelby, the Village of Rockland, Village of Bangor, Village of Holmen, and the Village of West Salem (the "Participating Municipalities").

RECITALS

A. The City of Onalaska, Town of Campbell, Town of Shelby, Village of Rockland, Village of Bangor, Village of Holmen and Village of West Salem entered into that certain Agreement dated November 14, 2003 (the "Joint Municipal Court Agreement"), the Village of Rockland later left the Joint Municipal Court and rejoined and in 2015 the Village of Holland joined, an amendment to the Agreement was not done at those times.

B. Since the Joint Municipal Court Agreement was signed members have changed as well as statutory changes related to bonding and insurance for Municipal Court Judges.

C. The Participating Municipalities desire to amend the Joint Municipal Court Agreement as provided in this First Amendment.

C. Defined terms not otherwise defined herein shall be defined as set forth in the Joint Municipal Court Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Joint Municipal Court Agreement is amended as follows:

- 1. The Member Municipalities of the Joint Municipal Court shall be the City of Onalaska, Town of Campbell, Town of Holland, Town of Shelby, Village of Rockland, Village of Bangor, Village of Holmen and Village of West Salem.
2. The Joint Municipal Court shall collectively obtain a dishonesty insurance policy or other appropriate policy as set forth under Wis. Stat. §755.03 covering the Municipal Court Judge in an amount set forth by their individual governing body which shall be in lieu of an official bond under Wis. Stat. §755.03.

CITY OF ONALASKA, BY:

VILLAGE OF HOLMEN, BY:

Joe Chilsen, Mayor

President

Caroline Burmaster, Clerk

Clerk

TOWN OF CAMPBELL, BY:

Chair

Clerk

VILLAGE OF BANGOR, BY:

President

Clerk

VILLAGE OF ROCKLAND, BY:

Chair

Clerk

TOWN OF SHELBY, BY:

Administrator

Clerk

VILLAGE OF WEST SALEM, BY:

President

Clerk

TOWN OF HOLLAND, BY:

Chair

Clerk

Joint Municipal Court

- (a) **Established.** Pursuant to Chapter 755 Wisconsin Statutes, there is hereby created and established a municipal court designated "Joint Municipal Court" for the City of Onalaska, Town of Campbell, Town of Holland Town of Shelby, Village of Bangor, Village of Holmen, Village of Rockland and the Village of West Salem, (hereinafter referred to individually as "Member Municipality" and collectively as "Member Municipalities")
- (b) **Municipal Court Committee.** There is hereby created a Municipal Court Committee. The Municipal Court Committee shall be comprised of one representative of each member municipality who shall be appointed by the Mayor, President or Chair of the member municipality, subject to confirmation by the respective governing body, and in addition, one member who shall be a police chief of a member municipality. The Chief's position shall be replaced on a yearly basis by means of rotation among the chiefs. Chiefs will rotate as follows: Onalaska, Campbell, Shelby, Bangor, Holmen, and West Salem. In the event a Member Municipality not listed above has a Police Chief, they shall be added to the rotation. 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. The term for each municipal member representative, other than chief, shall be for two (2) years.
- (c) **Creation and Qualification of the Position of Municipal Judge.** Pursuant to Chapter 755, Wis. Stats., the office of municipal judge is hereby created. Eligibility for the office of municipal judge shall be as follows: To be eligible for the office of municipal judge a person must be a qualified elector of a Member Municipality.
- (d) **Election and Term of Municipal Judge.** The position of the municipal judge shall be by election. The municipal judge shall be elected at large at the spring election, for a four (4) year term, commencing on May 1st succeeding his or her election. Electors of the Member Municipalities shall be eligible to vote for the municipal judge of the Joint Municipal Court.
- (e) **Creation of the Position of Clerk of the Municipal Court.** Pursuant to Chapter 755, Wis. Stats., the office of the clerk of the Joint Municipal Court is hereby created. Said Clerk shall take the position upon hire by the City of Onalaska and written appointment by the municipal judge. One member of the Joint Municipal Court Committee, selected by the Chair, shall participate in the interviews for the hiring of the Municipal Court Clerk. Training and compensation of said clerk shall be as determined by the City of Onalaska after consideration of any recommendation by the Municipal Court Committee.
- (f) **Salary of Municipal Judge.** The municipal judge shall receive a fixed salary and municipal judge's training pursuant to Section 755.18, Wis. Stats., the salary to be determined by the City of Onalaska after consideration of the recommendation of the Municipal Court Committee, subject to Sec. 755.04, Wis. Stats., which shall be in lieu of fees and costs. The salary may be increased for a new term prior to the beginning of the term of the judge or for the second year of the term of the judge, but shall not be decreased during the term of the judge. The salary shall be paid in monthly installments. No salary shall be paid to the municipal judge for any time during his or her term for which he or she has not executed and filed the official bond and oath as required by subsection (h) of this section.

- (g) **Bond and Oath of Municipal Judge.** The municipal judge shall, after election to fill a vacancy, take and file the official oath as prescribed in Sec. 755.03, Wis. Stats., with the city clerk of the City of Onalaska. In lieu of an official bond, the Member Municipalities shall collectively maintain the Municipal Court Judge on a dishonesty insurance policy or other appropriate insurance policy that covers the judge and a copy of the policy shall be provided yearly to the Joint Municipal Court Committee.
- (h) **Oath of Municipal Court Clerk.** The municipal court clerk shall, before entering upon the duties of the office take and file the official oath as prescribed in Sec. 19.01 Wis. Stats., with the city clerk of the City of Onalaska. The City of Onalaska shall provide a copy of the sworn oath to the other Member Municipalities.
- (i) **Jurisdiction of Municipal Judge.** The municipal judge shall have jurisdiction as provided in Article VII, §§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 and seeking to impose forfeitures for violations of municipal ordinances, resolutions and by-laws.
- (j) **Joint Municipal Court.**
 - (1) **Location.** The Joint Municipal Court's location shall be the City of Onalaska City Hall. The time(s) of the municipal court shall be determined by the municipal judge and the Municipal Court Committee.
 - (2) **Vacancies.** If the municipal judge is temporarily absent, sick or disabled, the provisions of Sec. 800.06(1), Wis. Stats., shall apply, and if the municipal judge becomes incompetent, unable or fails to act, or in the event of a vacancy, the provisions of Sec. 800.06(2), Wis. Stats., shall apply. Any substitute municipal judge designated or assigned hereunder shall be compensated as authorized by Wis. Stat. 800.065(3)..
 - (3) The municipal judge shall satisfy all continuing education requirements for municipal judges.
 - (4) Upon the proper and timely written request for substitution of the municipal judge, the provisions of Sec. 800.05, Wis. Stats., shall apply.
 - (5) The procedures of the Joint Municipal Court shall be in accord with the applicable Wisconsin Statutes, this ordinance and the Joint Municipal Court Agreement entered into between the Member Municipalities. The Joint Municipal Court shall abide by the Wisconsin Rules of Evidence and shall abide by the Uniform State Traffic Deposit Schedule. In non-traffic matters, each Member Municipality shall draft a bond schedule, which shall become effective upon approval by the Member Municipality's governing body. No bond shall exceed the maximum penalty which could be imposed for the ordinance violation.
- (k) **Fees and Costs.**
 - (1) 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 that are parties to the agreement. The Treasurer of the City of Onalaska and the Municipal Court Clerk certifies the monthly accounting with the State of Wisconsin. Such reports are available by request to each Member Municipality.
 - (2) The municipal judge shall collect a fee for Court Costs on each separate matter, whether it is on default of appearance, a plea of guilty or no contest, on issuance of

a warrant or summons or the action is tried as a contested matter. For the purposes of this section, the "Court Costs" for matters adjudicated by the Coulee Region Joint Municipal Court shall be at the maximum rate allowed pursuant to Wis. Stat. Sec. 814.65, or its successor or replacement.

- (l) **Withdrawal from Joint Municipal Court.** Any member municipality may withdraw from this Agreement by giving notice in writing to the Municipal Court Committee no later than September 30th of any year. Upon giving such notice, the member municipality's participation in the joint municipal court shall terminate on December 31st of said year.
- (m) **Statutes Adopted by Reference.** Chapters 755 and 800, Wis. Stats. as may be amended, are hereby adopted by reference.
- (n) **Contempt of Court.** The municipal judge, after affording an opportunity to the person accused to be heard in defense, may impose as sanction authorized under §800.12 Wis. Stats. and may impose a forfeiture therefore not to exceed two-hundred dollars (\$200) or upon nonpayment of the forfeiture and the assessments thereon, a jail sentence not to exceed seven (7) days.

May 30, 2019

Fred Buehler
City of Onalaska
415 Main Street
Onalaska, WI 54650

Re: Crime Proposal for Coulee Regional Joint Municipal Court

Dear Fred:

Thank you for the opportunity to evaluate your insurance program. Understanding the current state of the market, we have reviewed your program structure and coverage, identified the appropriate insurance partners, and considered your loss history to develop our proposal.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration:

- Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures
- The insurance carrier is The Hanover Insurance Company.
- The annual premium is outlined on the attached chart. You will receive an invoice from our office at time of binding.
- The premium is subject to a minimum earned premium.
- Immediately report all claims to Gallagher.

To bind this policy, please refer to the 'Client Authorization to Bind Coverage' page attached.

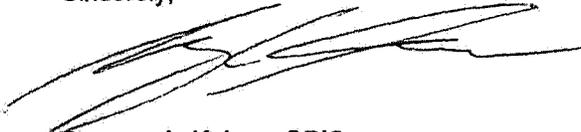
1. Note any changes you desire to be made.
2. Date and sign.
3. Return prior to the effective date of coverage.

The carrier has also asked that you respond to the following three questions within thirty (30) days of binding the coverage:

1. Please confirm if you authenticate all vendor/supplier email, phone and text requests to change vendor/supplier bank account information with a call back to a pre-determined vendor/supplier contact and number on file with your company?
2. Do you authenticate all internal wire transfer requests from employees (inclusive of requests by owners) with a call back to their work number and verbal confirmation?
3. Are employees, particularly those that are responsible for wire transfers or that have access to company assets, provided with anti-fraud training to include how to detect phishing, spear phishing and other fraudulent social engineering schemes?

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregory A. Kelson', written over a horizontal line.

Gregory A. Kelson, CRIS
Client Service Manager II
Public Entity Practice

Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Crime Option 1	Hanover	N/A	\$729	20%	N/A
Crime Option 2	Hanover	N/A	\$756	20%	N/A
Crime Option 3	Hanover	N/A	\$673	20%	N/A

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
3. The commission rate is a percentage of annual premium excluding taxes & fees.
 * Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Hi Fred,

We approached Hanover and they came back to us with three deductible options. They are:

1. Option 1 – The deductible will be \$5,000. Annual premium will be \$729.
2. Option 2 – The deductible will be \$2,500. Annual premium will be \$756.
3. Option 3 – The deductible will be \$10,000. Annual premium will be \$673.

Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

CARRIER RATINGS AND ADMITTED STATUS

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
Hanover Insurance Company	A XV	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

CITY OF ONALASKA

CLIENT AUTHORIZATION TO BIND COVERAGE

After careful consideration of Gallagher's proposal dated **May 30, 2019**, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

POLICY OPTIONS:

YES	NO	OPTION DESCRIPTION
		Bind All Policies As Shown Herein Except As Listed Below:
		Provide Quotations or Additional Information on the following Coverage Considerations

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

EXPOSURES AND VALUES

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

Client Signature

Dated

7.