

# VILLAGE OF JOHNSON CREEK MEETING NOTICE

125 Depot Street, Johnson Creek, WI

## AGENDA

### COMMITTEE OF THE WHOLE

November 14, 2016

Village Hall

5:30 p.m.

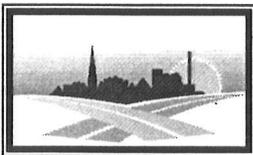
1. Call to order - roll call
2. Statement of Public Notice
3. Administrative Report
4. Public Comment (limited to two minutes per person on agenda items only)
5. Approve October 10, 2016 Committee of the Whole Meeting and Special Committee of the Whole Meeting Minutes of October 17, 2016 – *pgs 1-8*
6. Unapproved Village Board Minutes of October 24<sup>th</sup>, 2016 *For Information Only* – *pgs 9-14*
7. Plan Commission Recommendations:
  - a. Resolution 122-16 Site Plan – Adams Rental Investments - Storage Area and Building Addition - 201 Grell Ln – *pgs 15-24*
  - b. Resolution 123-16 Conditional Use Permit – Adams Rental Investments – Outside Storage - 201 Grell LN – *pgs 25-29*
  - c. Resolution 124-16 Site Plan – Menard Inc. - Lumberyard & Warehouse Addition - 440 Wright Rd – *pgs 30-32*
  - d. Resolution 125-16 Conditional Use Permit – Menard Inc. – Enlargement of Property - 440 Wright Rd. – *pgs 33-38*
  - e. Resolution 126-16 Certified Survey Map – Menard, Inc. – 440 Wright Rd. – *pgs 39-45*
8. Discussion/Recommendation – Bids for RBC’S #5 Shaft Repair – Sewer Utility– *pgs 46-47*
9. Discussion/Recommendation New Business – Three Oaks Health, S.C. – *pgs 48-50*
10. Discussion/Recommendation – Fire/EMS purchases - Assigned Funds not GO Debt - *pgs 51-52*
11. Discussion/Recommendation – Reconsider Resolution 10-16 Professional Services Agreement – MSA Wastewater Facility Plan (from TIF #3 to Sewer) - *pg 53*
12. Discussion/Recommendation – Amend Resolution 69-16 Village Hall IT Service Contract with B-TEK to Include Fire/EMS and Police – *pgs 54-64*
13. Discussion/Recommendation - Repairs to the HWY 26 Community Sign *pgs 65-66*
14. Discussion/Recommendation – Waive Fees Open/Close at the Community Center for the Johnson Creek Historical Society – for the 11<sup>th</sup> Annual Children’s Festival – December 3 *pg 67*
15. Discussion/Recommendation – Request to Waive Fees at the Community Center for the Free Christmas Dinner on December 25<sup>th</sup> *pgs 68-69*
16. Discussion/Recommendation – 2016/2017 Johnson Creek Snowmobile Trails – *pgs 70-73*
17. Discussion/Recommendation - 2017 Humane Society of Jefferson County Small Animal Collection Contract – *pgs 74-75*
18. Discussion/Recommendation MSA Update Centennial Park Parking Lot - *pgs 76-77*
19. Discussion/Recommendation Street Tree Upkeep and Compost Site Tree Upkeep – *pg 78*
20. Discussion/Recommendation - Retrieving Information from C Drive
21. Discussion Amend Comprehensive Plan/Parks Plan
22. Discussion/Recommendation Future Newsletter Articles
23. Upcoming Meetings:
  - a. Village Board – November 21<sup>st</sup> - 5:30 p.m. – Budget Public Hearing
  - b. Committee of the Whole – December 12<sup>th</sup> - 5:30 p.m.
  - c. Plan Commission – December 12<sup>th</sup> – 5:00 p.m.
24. Adjourn

Agenda Posting Information	
Date	
Time	a.m. / p.m.
Initials	

NOTICE: It is possible that members of, and possibly a quorum of, other governmental bodies of the Village may be in attendance at the meetings above to gather information. No action will be taken by any governmental body at the meetings above other than by the government body specifically referred to in the above notice.

Request from persons with hearing or sight disabilities who need assistance to participate in this meeting should be made to the Village Clerk’s Office at (920) 699-2296 with as much advance notice as possible.





President Swisher called the Committee of the Whole meeting to order at 5:30 p.m.

In attendance: President John L. Swisher, Trustees: Laurie Adams, Fred Albertz, Tim Semo, Donald Smith, Dale Theder and Steve Wollin. Also in attendance: Administrator Kyle Ellefson, Library Director Luci Bledsoe, Street Superintendent Lee Trumpf, Fire/EMS Chief Jim Wolf, Police Chief Gary Bleecker, Attorney James Hammes and Clerk-Treasurer Joan Dykstra.

**Statement of Public Notice** – This meeting was posted and noticed according to law.

**Public Comment** - None

**Approve September 12, 2016 Committee of the Whole Meeting minutes and September 26<sup>th</sup> Special Committee of the Whole Meeting minutes**

A Wollin/Semo motion carried on a voice vote to approve the September 12, 2016 Committee of the Whole and September 26<sup>th</sup> Special Committee of the Whole Meeting minutes.

**Unapproved Special Village Board Minutes of September 8<sup>th</sup>, 2016 and Unapproved Village Board Minutes of September 26<sup>th</sup> - Informational Only**

**Plan Commission Recommendations:  
George and Ruth Ducklow ETZA – Town of Farmington**

A Theder/Wollin motion carried on a voice vote to recommend to the Village Board to approve the George and Ruth Ducklow ETZA – Town of Farmington.

**Site Plan – Parking Area - Adams Rental Investments – 201 Grell Ln**

An updated site plan will be on November 14<sup>th</sup> Meeting.

**Presentation by David Anderson, Public Financial Management Group - 2016 GO Refinancing and Borrowing**

Anderson presented a pre-sale discussion for the GO Notes, Series 2016 B which included a list of all outstanding debt with a GO principal outstanding of approximately two million dollars. We will be refinancing the 5/1/2006 GO bonds with a current interest rate of 4.15%-4.375%. The August refinancing interest rates came in at 1.75%-2.00%. The projects identified in this borrowing would be: General Fund: Bell Park \$75,000, Centennial Park \$10,000 and Fiber Optic Cable \$8,245. Fire/EMS Fund: Turnout Gear \$8,568 and Radios for \$4,557 with a total of General and Fire/EMS of \$106,370. There were unspent funds in the 2006 Bond borrowing of approximately \$238,808 (Fire/EMS Funds on Hand \$229,289 and General Funds on Hand \$9,518) which will be used to downsize the refunding issue.

The principal/interest payment will be reduced each year in the general fund with a slight increase in the 2017 payment of principal/interest for the Fire/EMS in the amount of \$1,000.

The preliminary schedule for the Village’s 2016B notes is: October 24<sup>th</sup> – Village authorizes sale, November 14<sup>th</sup> finalize preliminary official statement, November 21<sup>st</sup> day of sale – bring results to Village Board – award Resolution and December 12, 2016 closing.

**Discussion/Recommendation 2016 GO Refinancing and Borrowing**

A Semo/Albertz motion carried on a voice vote to recommend to the Village Board to move forward with the 2016 General Obligation Refinancing and Borrowing.

**Discussion/Recommendation Outlet Mall – Salt Storage Building**

The outlet mall has requested to put a temporary salt storage container on the mall premises. In October 2015 the Village Board said this would be the last year they would approve allowing a temporary building permit for the 2015/2016 year.

Bonnie with the outlet mall distributed a map showing the location of the temporary salt storage on the north end of the property with a permanent structure build next year behind Rue 21, as there is already a concrete slab located there. They do not want to place the permanent structure on the north end of the property as that is reserved for an additional future 20,000 square foot retail building. The snow plowing company was also present with pictures of the temporary structure and the future permanent structure.

Semo stated the permanent structure will require that this structure fit in with the makeup of the rest of the outlet mall and was not against the temporary structure as long as it is kept up.

The temporary building will come down around Memorial Day in reply to Smith's question.

A Smith/Theder motion carried on a voice vote to recommend to the Village Board to approve the temporary site plan with a condition that an application be submitted by April 1<sup>st</sup>, 2017 for the permanent structure.

**Discussion/Recommendation Level Fill and Topsoil on Resort Dr. Lot - TIF #3**

We are not sure where the dirt came from. Street superintendent, Lee, received three bids to level the fill and topsoil on the lot on Resort Dr. This is a TIF #3 expense. The lowest bid was from Trumpf Trucking and Excavating in the amount of \$9,600.

A Semo/Theder motion carried on a 6 to 1 voice vote with Smith opposed to recommend to the Village Board to approve the low bid from Trumpf Trucking and Excavating in the amount of \$9,600 coming from TIF #3 cash to level the fill and topsoil on the Resort Dr. lot.

**Discussion/Recommendation New Temporary Business– Lang Outlet 595 Linmar Lane, Suite B170**

A Semo/Adams motion carried on a voice vote to recommend to the Village Board to approve the temporary business permit to Lang Outlet at 595 Linmar Lane, Suite B170.

**Discussion/Recommendation New Temporary Business–Go Calendars and Games – 575 Linmar Ln. A85**

A Smith/Semo motion carried on a voice vote to recommend to the Village Board to approve the temporary business permit to Go Calendars and Game at 575 Linmar Lane, Suite A85.

**Discussion/Recommendation 911 Joint Powers Agreement**

The 911 Joint Powers Agreement with Jefferson County is effective as of January 1, 2017. This is a yearly agreement.

A Semo/Smith motion carried on a voice vote to recommend to the Village Board to approve the 911 Joint Powers Agreement.

**Discussion/Recommendation Johnson Creek Cub Scouts at Community Center Waive Fees Open/Close**

The Johnson Creek Cub Scouts has requested the waiving of the event fees of \$50 for the opening and closing of the Community Center on Sunday, February 12<sup>th</sup>.

A Swisher/Semo motion carried on a voice vote with Smith abstaining to recommend to the Village Board to approve waiving the event fee of \$50 for the Johnson Creek Cub Scouts for the community center rental on February 12, 2017.

**Discussion/Recommendation Collection of Brush/Compost**

Lee Trumpf, street superintendent, gave the board a memo concerning the collection of brush and compost. Currently compost is picked up the first and third Monday of every month from April thru October and brush once a month, again April through October.

None of the surrounding communities pick up compost, it is dropped off at their compost site.

Brush pick up in the surrounding communities include twice a year - spring and fall, after a major storm and one community you must call and provide their address prior to the scheduled week for brush pickup. Lee said this would save a great deal of time not having to drive every street in the village to look for brush that needs to be picked up.

After much discussion, a Wollin/Semo motion carried on a 6 -1 roll call vote with Theder opposed to recommend to the Village Board to approve brush pickup with residents calling in to the garage or by internet giving their address to where the brush must be picked up.

A Wollin/Albertz motion carried on a 6 -1 roll call vote with Theder opposed to recommend to the Village Board to approve compost pickup one a month with residents calling in to the garage or by internet giving their address where the compost must be picked up.

**Discussion/Recommendation Hours at Brush/Compost Site**

After much discussion a Theder/Adams motion carried on a voice vote to recommend to the Village Board to table setting hours at the brush/compost site until staff can somehow monitor the site.

**Discussion/Recommendation Amend Resolution 81-16 Removing Title Restrictions in the Village of Johnson Creek (Items A. & F.)**

Resolution 81-16 letter A and letter F in the Resolution are referring to the same document number but have different recording dates. The actual recording date is July 31, 2002, Letter A.

A Semo/Wollin motion carried on a voice vote to recommend to the Village Board to approve amending Resolution 81-16 Removing the Title Restrictions in the Village of Johnson Creek with letter F as recorded on July 31, 2002.

**Discussion/Recommendation MSA Contract**

After much discussion a Swisher/Wollin motion carried 5-2 on a roll call vote with Adams and Semo opposed to recommend a one year contract with MSA for the period of January 1, 2017 to December 31<sup>st</sup>, 2017 and direct staff in January to do an RFP at that time.

A Swisher/Wollin motion carried on a 5 to 2 roll call vote with Adams and Semo opposed to recommend to the Village Board to approve a one year contract and direct staff to do an RFP in January.

**Discussion/Recommendation Capital Reserve for Community Center**

Semo and Adams had mention creating a capital reserve for future Community Center repairs. Ellefson showed that in 2015 we had Community Center rentals of approximately \$9,300 and through September 30, 2016 we had rentals of approximately \$8,275. Ellefson's chart showed using different percentages from revenues what could be set aside.

After discussion an Adams/Theder motion carried on a voice vote to recommend to the Village Board to approve setting aside 7% of Community Center rentals towards a capital reserve for the Community Center.

**Discussion/Recommendation 2017 Budget**

Ellefson updated the Committee on the 2017 budget which included:

**ITEMS FUNDED IN THIS BUDGET:**

- 2% General Wage increase for full-time and regular part-time employees
- On-call wages increased for EMTs - .50 cents per hour instead of the requested \$1.00
- Targeted wage increases for one utility position and part-time police officers.
- Fire/EMS office help added @ 10 hours/week – not a new position – reduced other expenses for this person or persons doing the office work
- Police Department Office help increased by reducing Fire/EMS work- previously 75/25 now 80/20
- General Fund Capital Outlay: HVAC repairs, Printer, Pressure Washer, and Police Equipment funded without borrowing. No new debt!
- Utility Capital Outlay: Well filter replacement, GIS upgrade, Replacement water meters, Sewer Lift Station Pump, and treatment plant study all funded without borrowing.
- TID Capital Outlay includes a potential impact fee/facility needs assessment, road improvement, and a portion of the GIS upgrade.
- Employee retirement/recruitment/training buffer established due to possibility of retirements.

**ITEMS NOT FUNDED IN THIS BUDGET:**

- New Library, public works, or other regular employee.
- Street Beautification – impact fees – money already there
- Capital Expenditures from Fire/EMS: Auto Loading cot, Additional Thermal Imaging Camera, Vein Finder, and reduced expenditures for Ready House and Equipment Supply. ~\$40,000

Ellefson said we had a good year with new construction with an increase of \$78,000 but we have \$100,000 less in revenues compared to last year. We have not received from the State, the actual amount of transportation revenues. Also the EMS is now in the Fire/EMS fund so those revenues are also not in the general fund budget this year. Included in this budget is the breakdown of the Community Center Rentals in revenues separate from park rental fees and also a new line for event fees. With the separation of the Community Center rentals, we will know the actual rentals so we can reserve the 7% of rentals into a Community Center Capital Reserve fund.

Miscellaneous general expense was increase by \$24,000 for future retirements for health insurance, etc. This budget also shows the transfer in from TIF #3 for the loan repayment of \$172,321. When TIF #3 expenditure closes in September next year, both TIF's expenses will be picked up by the General Fund.

Last year the Library budget was \$214,850 with \$154,568 from the General Fund. The Library Board has the authority to spend as they see fit. Last year the Library Board approved adding six hours to their budget which was approved in December which they took from reserves. The Library added \$3,500 from reserves to cover this expenditure again this next budget year. If they continue, they will drain their

COMMITTEE OF THE WHOLE  
October 10, 2016

reserves. The Village Board didn't fund the additional hours and salary last year and was not funded within the administrative budget. For next years budget the Library will receive a significant increase in County Library aid. Bledsoe said it is not the intent of Jefferson County with their increase to reduce the villages share. The villages share has also increased by \$20,000 from the 2014 budget.

Bledsoe asked that the transfer from general be the same as last year at \$154,568. Ellefson the 2016 salary sheet was never updated with the December change which added an additional \$3,500 which he had not planned on and the board really was never made aware of this change last December. Bledsoe said she could buy less books but asked to maintain the previous year amount from general of \$154,568 which is the \$2,700 wage increase from December of the previous year.

A Semo/Wollin motion carried to maintain the same transfer in from general of \$154,568 for the Library budget.

The Room Tax budget remained the same.

The Fire/EMS debt budget was decreased which reduced the amount from the general fund by \$14,423 as previously presented.

Smith questioned not having the basketball court in the Bell Park Capital Outlay budget? Swisher stated at a previous meeting this was pulled from the Capital Outlay. Ellefson said the intent was to include projects in the Capital Outlay budget that the intent was that the Village Board would move forward on the project. Ellefson said there will be another GO debt borrowing at the end of 2017.

After discussion, a Smith/Semo motion carried on a 4-3 roll call vote with Adams, Swisher and Theder opposed to put \$15,000 in the Bell Park Capital Outlay for a basketball court.

**Discussion/Recommendation Future Newsletter Articles**

Recommended future newsletter articles included: adopt a hydrant, sidewalk shoveling, Centennial Park Island Landscaping, compost/brush changes, winter parking regulations and leaves and compost.

**Upcoming Meetings:**

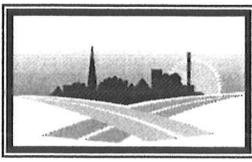
- a. Village Board – October 24<sup>th</sup> - 5:30 p.m. – approve budget at this meeting
- b. Committee of the Whole – November 14<sup>th</sup> - 5:30 p.m.
- c. Village Board Budget Public Hearing – Nov. 21<sup>st</sup> - 5:30 p.m.

**Adjourn**

A Semo/Smith motion carried to adjourn at 7:48 p.m.

Joan Dykstra  
Village Clerk - Treasurer

Disclaimer: These minutes are uncorrected; any corrections made thereto will be so noted in the proceedings at which these minutes are approved.



President Swisher called the Committee of the Whole meeting to order at 4:32 p.m.

In attendance: President John L. Swisher, Trustees: Laurie Adams, Tim Semo, Donald Smith, Dale Theder and Steve Wollin. Absent and excused: Fred Albertz. Also in attendance: Administrator Kyle Ellefson, WWTP Superintendent Aric Mindemann, Engineer Kevin Lord and Greg Gunderson with MSA and Clerk-Treasurer Joan Dykstra.

**Statement of Public Notice** – This meeting was posted and noticed according to law.

Due to the Safety/Security Requirements, at this time only the Village Board, Administration and MSA will tour the Waste Water Treatment Plant Facility at 200 Aztalan St. – no deliberations will occur/no decisions will be made during this tour. - After tour will return to Village Hall.

The above in attendance left Village Hall on the tour of the wastewater treatment plant at 4:34 p.m.

The above in attendance returned to Village Hall at 6:08 p.m.

A Semo/Adams motion carried on a voice vote to include Trustee Albertz via telephone conference. The call was placed, but Albertz declined to be included with the meeting at this time.

**Discussion/Recommendation WWTP Facility Plan – MSA**

Greg Gunderson with MSA presented the facility plan update.

**1. Projected Growth:**

Based on 2015 DPA population projections and allocation for commercial growth, and for the new manufacturing facility (equivalent to 330 people), plus 10% unplanned industrial growth would show a population growth to 4,280 with increase in projected growth of 45%.

Greg said we can build some additional conservatism into the new design, existing site has additional room for capacity beyond the next 20 years.

Greg said they need guidance from the Village on the needed growth projections. Are there any defined growth that you are aware of? Ellefson said Jefferson County asked us if we have the water and sewer capacity for someone that could be interested in coming to Johnson Creek. If it is going to take us two to four years to be able to handle any new businesses they would not consider Johnson Creek. That is something the board should consider if they want to plan for new businesses.

Adams questioned where Greg thought our capacity was at now. Greg said we are at capacity now already. Ellefson said if we get the new business(s) in we might not have the capacity for new homes. Swisher said we are not in a panic mode but must do research on how to move forward. Adams stated a new business should treat their own water instead of the village treating it. Greg said you need a separate agreement to have them test their own water. The village does have special rates for the village to treat any water over the maximum allowable. Swisher asked about looking at a different site for the plant, which we do not have to do, as there is plenty land available at the present treatment plant site, stated Greg.

**2. Proposed Upgrades:**

- a. Condition/Capacity of exiting plant
  - i. RBC process
  - ii. Biosolids process
- b. Proposed Alternatives
  - i. Liquid Train – RBC upgrade vs. oxidation ditch
  - ii. Solids Train – Class A or Class B
  - iii. Phased Approach

Greg said they will continue to work on the facility plan and will bring it back the first of the year. It will probably be a phased construction.

**3. Estimated Cost**

- a. Estimate will be based on selected treatment process
- b. Rough estimate of \$5 - \$10M for all upgrades

To pay for the upgrades grants can be obtained. Currently DNR has a 2% interest rate.

**4. Rates (assumes DVR loan @ 1.9%)**

- a. Current Rates  $\leq 0.70\%$  MHI
- b. Rate increase of \$12-\$24/mo/REU (0.9-1.1% MHI) if the project was fully borrowed for
- c. \$2.5/home/mo. for each \$1M borrowed

Greg said the rates use the user charge system with each one million dollars of improvements adds \$2.50 per month to the residents' sewer bill. The state average for a medium household income is 1.1% where the village estimate is .7%.

**5. Financing**

- a. Clean Water Fund (20 yr loan, 1.96% rate, possible grant)
- b. USDA-RD (40 year loan)
- c. DNR funding pre-application due 10/31/16. Help to understand grant possibilities. Scoring made available by December.

Greg said financing could be available through the Clean Water Fund with a 20 year loan at 1.96% and also possible grants. We can do a pre-application to see where we score and could get up to \$650,000 in a grant. We will know in December if we get a grant. The USDA-RD loan is over 40 years, which is a long time when the design life of the plant is only 20 years. The Village would not be eligible for a CDBG grant. This project can also go to the bond market which is currently the interest rate is around 2%. The DNR loan fund requires a lot of red tape and lots of paperwork.

Ellefson said the planning dollars for this project could come from TIF #3 dollars. TIF #3 expenditure period ends in September of next year.

**6. Schedule**

Greg said by the end of the year we will meet and evaluate the plans as to what we want to upgrade now to bring up to date. The fixing of the RBC that is not working would only be a short term fix. Kevin said as part of the sanitary study it was recommended to replace the line to the treatment plant from Milwaukee St. Gregg recommended the board deciding if they know of additional growth of new businesses that must be planned for or MSA would move forward for the projections they already have. If we do plan on 50% growth in the village, Theder said with the more users it would bring the cost down per home.

SPECIAL COMMITTEE OF THE WHOLE  
October 17, 2016

This was for information only. No action was taken on the discussion. More discussion will take place in January.

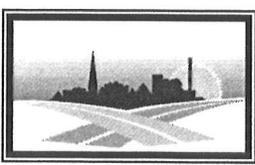
At this time, 6:40 p.m. Trustee Semo left the meeting.

**Adjourn**

A Smith/Adams motion carried to adjourn at 6:41 p.m.

Joan Dykstra  
Village Clerk - Treasurer

Disclaimer: These minutes are uncorrected; any corrections made thereto will be so noted in the proceedings at which these minutes are approved.



President Swisher called the Village Board meeting to order at 5:30 p.m. The Pledge of Allegiance was recited.

In attendance: President John L. Swisher, Trustees: Laurie Adams, Fred Albertz, Tim Semo, Dale Theder and Steve Wollin. Absent and excused: Donald Smith. Also in attendance: Administrator Kyle Ellefson, Library Director Luci Bledsoe, Fire/EMS Chief Jim Wolf, Police Chief Gary Bleecker, Wastewater/Water Superintendent Aric Mindemann, Attorney James Hammes and Clerk-Treasurer Joan Dykstra.

**Statement of Public Notice** – This meeting was posted and noticed according to law.

**Approve Finance Report**

A Wollin/Semo motion carried on a 6-0 roll call vote to approve claims totaling \$133,160.45.

**Ambulance/Fire-EMS, Building Inspector, Police**— *For Information Only*

**Library, Police, Street, Water/Wastewater and Fire/EMS Department Reports**

Library Director Luci Bledsoe said the fall programming continues for Early Literacy Classes for children ages 3-6, Building Buddies for children ages 2-4, Toddler Time for children ages 1-2 and Our 1000 Books before Kindergarten program. The JC Fire & EMS Department presented a wonderful fire safety program to 38 home schooling students and their parents on October 12. Also there is the Busy Fingers, a stitchery and craft group for adults, a book discussion group for adults, have graduated 12 older adults from our Sip & Swipe Café tablet training program and now have another 12 adults who have expressed an interest in taking the classes! Appreciation is extended to our volunteer coaches: Sue Brown; CJ O'Neil; and Cheryel Swisher for being volunteer couches! The new president of the JC Library Board is now Sara Hackbarth. Also The Friends of the Johnson Creek Public Library has now completed the process for 501(c)(3) status with the IRS. Appreciation is extended to the Friends president, Amy Hanson, for making this possible.

The JCPL Friends will be having a Silent Auction and a Bake Sale on Election Day, November 8. In addition, the library will be offering free babysitting, with the help of volunteers, from 5:00-8:00 p.m. on Election Day.

Police Chief Gary Bleecker said they had two officers direct traffic with run/walk for the fields, helped with the homecoming parade and thanked Fire/EMS Chief Wolf also to help with closing off the streets during the parade. The officers have completed state range and have all qualified and all passed. There was a heroin over dose, two sexual assaults and two suicide attempts.

Water/Sewer Superintendent Aric Mindemann said the leak survey was completed on the whole village which included curb stops and all hydrants. They did find a significant leak on Lincoln Street from an old copper line off of the main with an estimated loss of 25 to 50 gallons of water loss a minute or thirteen million gallons a year with an estimated \$30,000 loss in revenue not including the treatment so roughly \$50,000 loss. Since the leak was found the wells are now running one hour less. The Water was showing a 21% loss but now with this find we could be at an 8% loss. The PSC recommends 10% loss or under.

Fire/EMS Chief Jim Wolf said all fire violations for 2nd half of inspections are in compliance, the furnace in the Read-House won't make it thru the winter, we hope to replace it after the first of the year. We had to replace the wash machine in the Read-House. Flow testing was done on 10/5 on all Air Packs. This must be done yearly according NFPA Standards. We received a thank you from the State on our NFIRS reporting. (National Fire Incident Reporting Systems) – Thank you Gail. Fire Prevention was the week of

## VILLAGE BOARD MEETING

October 24, 2016

10/9. On 10/12 we had 38 Home Schooled visit the station, 10/13 we had two class each of 4K and 5K also visit. On 10/14 we went up to the Elementary School and the classes went thru the Smoke House, looked at the Engine 21, and 703 in the morning, eat lunch with the Students and we put on a program about Fire Safety at 1 PM. Fire & Ems participated in the Home Coming Parade, attended a full scale drill with Watertown, Clyman, Ixonia and Oconomowoc at Watertown for a passenger train derailment. Valero is building to the north, Fire is working with their engineers on hydrant placement around the new addition.

Street Superintendent Lee Trumpf was not in attendance but Swisher read his report. As many of you are well aware we are done with the picking up of brush and compost for the season as per the schedule. The painting of the streets is now completed for the year. The crack filling is also completed for the year. We will be working on vacuuming leaves on a weekly bases, starting this week. We will also be winterizing the restrooms at the parks and mowing all Village properties if possible do to how wet they are.

Swisher thought there was more painting to get done in the village. He had hoped that with the extra paint in the budget that the entire village including the residential streets would have been improved.

Swisher thanked each of the department heads for their service to the village and the great job they are doing.

### **Administrative Report –**

Administrator Kyle Ellefson said the semi-annual fuel bids were awarded with diesel going to the Pine Cone and gas to Kwik Trip. He attended the homecoming parade and said Tammi with the Chamber of Commerce did a great job with the parade. She also has some tourism ideas. Ellefson met with Jon Adams regarding setting up a school and business real life work experience coalition. The budget is pretty much wrapped up if any changes would be minor. The Tourism commission will be meeting to close out and review the grants and expenditures for the year. He is also looking into the court penalty revenues because since going with Circuit Court revenues are down and will be talking with a few court systems in the area and what our fair share contribution would be. He has had a few zoning questions and developers looking at property in the TIF #2 area. There are a couple local businesses that want to bring other business into Johnson Creek and we have the data to show the growth. He worked with Aric and the water leak and saw how well he worked together with problem solving, logic and reason in every decision. Aric did a great job.

In the packet is a letter from an individual who has a collection of Christmas decorations and he wanted to know if the Village would be interested in them and they could be used as a tourism event. After discussion as to the cost, where they would be stored and if a group would be interested in using them as a yearly event, like the Historical Society or the Chamber of Commerce, or the Cub Scouts they decided to have Ellefson to find out more information about these decorations.

Swisher said he has received a lot of positive feedback from residents and the school regarding Ellefson and thanked him.

### **Public Comment –**

Tammi Vetrano – 209 Clarke Street said the Chamber of Commerce has already been working with individuals to work with seventeen businesses in response to Ellefson stating that he met with Jon Adams working with working with businesses. Also, the Chamber is also looking at having a Santa House.

### **Notices and Discussion**

Semo said Amy Hanson worked very hard on getting the nonprofit status for the Friends of the Library and thanked her. He also said the police and Fire/EMS did a great job on blocking off the street this year for the parade.

Swisher said included in the packet was:

- Last recycling event and the list of drug drop-off sites in Jefferson County
- The final estimate of January 1, 2016 population is 2,933 with approximately 2,164 of voting age.
- Letter from President of Kringles' Kingdom regarding finding a home for these Kringle's Kingdom displays

**Committee/Commission Reports - for Information Only -**

- A. Unapproved Committee of the Whole Minutes of October 10, 2016 and Unapproved Special Committee of the Whole Minutes of October 17, 2016 - *for Information Only*
- B. Unapproved Plan Commission Minutes of October 10, 2016 - *for Information Only*

**Consent Agenda –may be approved with one motion (items A-K)**

An Albertz/Wollin motion carried on a 6-0 roll call vote to approve the consent agenda items A-K.

- A. Minutes:
  - I. Village Board September 26, 2016
- B. Recommendation from Plan Commission:
  - I. Resolution 110-16 EZTA- George & Ruth Ducklow – Town of Farmington
- C. Recommendation from Committee of the Whole
  - I. Hours at Brush/Compost Site – table until can monitor somehow
  - II. Capital Reserve for Community Center – 7% - minutes
- D. Resolution 111-16 New Temporary Business – Lang Outlet 595 Linmar Ln. Suite B170
- E. Resolution 112-16 New Temporary Business – Go Calendars and Games 575 Linmar Ln. A85
- F. Resolution 113-16 Award bid to Trumpf Trucking to Level Fill on Resort Dr., Lot – TIF #3
- G. Resolution 114-16 911 Joint Powers Agreement
- H. Resolution 115-16 Temporary Building Permit Salt Storage Building – Premium Outlet Mall
- I. Resolution 116-16 Waive Fees Open/Close at Community Center for the Johnson Creek Cub Scouts
- J. Resolution 117-16 2017 One Year Contract with MSA for Village Engineering Services
- K. Amend Resolution 81-16 Removing Title Restrictions in the Village of Johnson Creek

**Resolution 118-16 Appointing Additional Election Inspectors**

This resolution appoints Cindy Braunschweig, Heidi Nimm, Mary Nimm and Jodi Roberts as additional election inspectors for the year ending December 31, 2017.

A Semo/Albertz motion carried on a voice vote to approve Resolution 118-16 appointing additional election inspectors for the year ending December 31, 2017.

**Resolution 119-16 Additional Operators Licenses 2016-2017**

This resolution appoints additional operators licenses for Austin S. Pastorious, Sergio Arellano, Jr., Ricardo N. Jaime, Vishal Patel and Carmen Sosa for the year ending June 30, 2017.

A Semo/Theder motion carried on a voice vote to approve to approve Resolution 119-16 additional operators licenses 2016/2017.

**Resolution 120-16 Resolution of Necessity**

Hammes stated this resolution of necessity needs to be adopted to acquire fee simple title and temporary limited easements to allow the reconstruction of a right-of-way at the intersection of County Trunk Y and Resort Drive to acquire by eminent domain.

A Wollin/Albertz motion carried on a voice vote to approve Resolution 120-16 Resolution of Necessity.

**Resolution 121-16 Providing for the Sale of Approximately \$1,385,000 General Obligation Promissory Notes, Series 2016B**

This sale provides for the refinancing of the May, 2006 GO Bonds, Series 2006A and also includes project funding for from the General Fund: Bell Park - \$75,000, Centennial Park \$10,000, Fiber Optic Cable \$8,245 and Fire/EMS Turnout Gear - \$8,568 and Radios \$4,557.

A Semo/Theder motion carried on a 6-0 roll call vote to approve Resolution 121-16 Providing for the Sale of Approximately \$1,385,000 General Obligation Promissory Notes, Series 2016B.

**Discussion WWTP Facility Funding – Presentation by David Anderson – PFM Group**

Ellefson said MSA proposed a WWTP facility upgrade ranging between \$5 and \$10 million dollars. They said this would increase the sewer portion of the utility bill by \$25 each month. This was calculated by borrowing the entire amount for the upgrade. David Anderson, with PFM, our financial advisors said they did not consider other financing and cash on hand. The preliminary recommendation for the WWTP upgrade will come before the board in January.

Anderson provided a chart with the current cash on hand in the amount of \$3,753,952 less setting aside \$422,115 of this amount for depreciation-equipment replacement, and six months O&M in the amount of \$274,607 and ½ for the bottleneck project at Union/Aztalan/Milwaukee St in the amount of \$323,000 which would leave the balance of \$2,734,231 to apply towards the treatment plant improvements. He said using the funds on hand reduces the total borrowing amount needed for the improvements. The projected costs of \$4,500,000 less cash on hand leaves \$1,765,769 to borrow and the \$9,500,000 project with cash on hand leaves \$6,765,769 to borrow for.

Anderson provided going with the low end project cost estimate showing the projected revenues, expenses and debt service coverage which would show no rate increase being required under this scenario.

Anderson showed a chart comparing the low end vs high end estimate for the improvements anticipating the Village using the State's Clean Water Fund program (CWFL) only requiring a 12.25% rate increase for three years using the high end estimate. Anderson said an alternative to financing through CWFL only, the village could opt to couple the financing with a Bond Anticipation Note (BAN). The village could issue a \$3 million BAN and finance the remainder of the projects costs with a clean water fund loan. This would give the ability to customize a payment schedule (can delay principal payments until some of the CWFL debt has been repaid and additional developments are contributing to sewer revenues. There is also the option to prepay and there is the ability to extend beyond the 20 year financing. All of the above are advantages that can help to reduce the impact of rate increase.

The high end project cost estimate with an estimated three million dollar BAN borrowing would require three years of a 5.25% rate increases under this scenario.

The borrowing amount will be driven based on the actual projects costs. The annual debt service requirement for the three different options are: 1. issuing a \$1,765,769 CWFL to cover the costs of the low end project cost estimate would show an annual debt service of around \$100,000, 2. issuing a \$3,765,769 CWFL in addition to a \$3,000,000 BAN to cover the costs of the high end project cost estimate would be annual debt service of approximately \$300,000. 3. Issuing a \$6,765,769 CWFL to cover the costs of the high end project cost estimate would have an annual debt service requirement of \$400,000.

MSA will be bringing back several options for the improvement of the plant the first of the year and then will have more of an idea how much if any we will need to borrow. Anderson just wanted to let the board know the options for borrowing. He did state that using the CWFL we cannot get a loan unless the rates are increased and would be a 25% increase. The village may want to be proactive in raising the rates gradually and not have such a onetime large increase.

**2017 Brush Pick-Up – 2<sup>st</sup> Monday of the Month April–October – call for pick up/or from internet – minutes**  
**2017 Compost Pick-Up – 1<sup>st</sup> Monday of the Month – April–October – call for pick up/or from internet– minutes**  
Swisher asked that the brush/compost pickup decision from the committee of the whole be tabled when the board makes a decision on the hours at the compost site and do all the changes at one times.

A Theder/Adams motion carried on a 6-0 roll call vote to approve tabling the change in the brush/compost pickup-up times, etc., and leave as is until decision can be made about the hours at the compost site and make one change if any.

**Discussion/Recommendation Purchase of Tables at Community Center**

The board recommended to have the chairs cleaned at the Community Center and see how they look and the chairs look great so we just need to order tables as they are all damaged. The board was looking at ordering 13 of the core-a-gator lightweight tables. If this motion passes to order new tables, will then need a motion to include the damaged tables on the WI Surplus site to sell.

A Semo/Theder motion carried 6-0 on a roll call vote to approve purchasing thirteen core-a-gator lightweight tables. The motion was amended by Semo/Theder to include selling on WI Surplus the damaged tables at the Community Center once the new tables arrive.

**Discussion/Recommendation Historical Society – chairs and tables - WI Surplus**

The Historical Society picked out the chairs they would like which the board approved and would also like three folding tables that were to put on sale on the WI Surplus site. The village board approved some chairs but not the tables. The Historical Society also is giving the Village five chairs to put on the WI Surplus website to sell.

A Semo/Theder motion carried on a voice vote to approve giving the three tables to the Historical Society that were supposed to go on WI Surplus and include the five chairs from the Historical Society on the WI Surplus site to sell.

**Discussion/Recommendation 2017 Budget**

Ellefson distributed the capital budget and the tax levy comparison for the village share which showed a tax levy increase of \$65,000 with a tax levy percent increase of 5.2% but with the equalized value will show a mill rate percent decrease of 2.25%. This is only the village share as we have not received any of the other taxing jurisdictions.

Swisher questioned the capital budget the \$15,000 towards the basketball court and is that a realistic amount. MSA had estimated \$75,000 for a basketball court. Semo said we really should have the correct amount to budget for. Swisher recommended concentrating on building the pavilion next year only. Adams questioned why \$75,000 was budgeted for the pavilion when Jamie Guld estimated \$55,000. Ellefson said this would allow for flexibility for standards of quality. Only the actual cost of the pavilion will be borrowed for at the end of next year, after the projected is completed.

A Theder/Semo motion carried on a roll call vote to approve the budget but remove the \$15,000 for the basketball court from the Capital Budget for 2017.

VILLAGE BOARD MEETING

October 24, 2016

**Convene in Closed Session**

A Semo/Albertz motion carried on a 6-0 roll call vote to convene into closed session at 6:40 p.m. pursuant to Wisconsin Statutes §§19.85(1)(e) deliberating or negotiating the purchasing of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – Discussion of Development Agreement with North Resort Drive, LLC for the construction of a manufacturing building within Tax Increment Finance District 3 at 150 Resort Drive and Pursuant to Wisconsin Statutes §§19.85(1)(c) considering employment, promotion, compensation, retirements or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

**Reconvene Into Open Session**

A Semo/Adams motion carried on a 6-0 roll call vote to reconvene into open session at 6:52 p.m.

**Action from Closed Session** – no action from closed session

**Upcoming Meetings:**

- A. Plan Commission – November 14, 2016 – 5:00 p.m.
- B. Committee of the Whole – November 14, 2016 – 5:30 p.m. -
- C. Village Board – November 21, 2016 – 5:30 p.m. – Public Hearing Adopt Budget

**Adjourn**

A Theder/Albertz motion carried on a voice vote to adjourn at 6:53 p.m.

Joan Dykstra  
Village Clerk - Treasurer

Disclaimer: These minutes are uncorrected; any corrections made thereto will be so noted in the proceedings at which these minutes are approved.

RESOLUTION 122-16

SITE PLAN  
ADAMS RENTAL INVESTMENTS  
STORAGE AREA AND BUILDING ADDITION  
201 GRELL LN

THE VILLAGE BOARD OF THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN, DOES RESOLVE AS FOLLOWS:

**WHEREAS**, a site plan application has been submitted by Jon and Laurie Adams – Adams Rental Investments, 201 Grell Ln, Parcel #141-0715-1821-011 and Parcel # 141-0715-1821-016 and in accordance with Village code are submitting plans for a 6,000 square foot building addition to the west end of the existing facility and a 16,000 square foot outdoor storage area on the western portion of the property at 201 Grell Lane, and

**WHEREAS**, in addition to the site plan a Conditional Use Permit application has been submitted and recommended for approval, and

**NOW THEREFORE BE IT RESOLVED**, that the Plan Commission recommends to the Village Board to approve the site plan of Jon and Laurie Adams – Adams Rental Investments, 201 Grell Ln, Parcel #141-0715-1821-011 and Parcel # 141-0715-1821-016 to construct a 6,000 square foot building addition to the west end of the existing facility and a 16,000 square foot outdoor storage area on the western portion of the property at 201 Grell Lane, subject to final approval of the Village Engineer and Village Planner, and

**BE IT FURTHER RESOLVED**, that the Village Administrator and the Village Clerk/Treasurer have the authority to effectuate this resolution.

**PASSED AND ADOPTED** by the Village Board of Trustees this 14<sup>th</sup> day of November 2016.

Attest:

\_\_\_\_\_  
John L. Swisher, Village President

\_\_\_\_\_  
Joan Dykstra Clerk-Treasurer

Project Narrative

Adams Rental, 201 Grell Lane, Johnson Creek WI

Project will consist of a 6,000 square foot building addition to the west end of the existing facility (building appearance to match existing) and a 16,000 square foot outdoor storage area on the western portion of the property. Attached plans provide project details, however, following below is some additional project information.

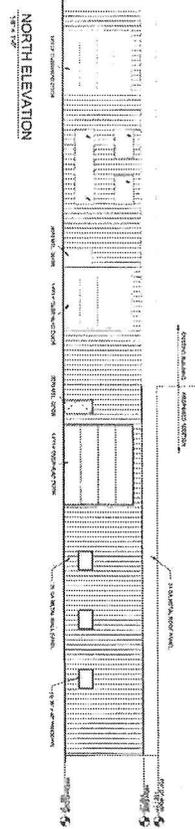
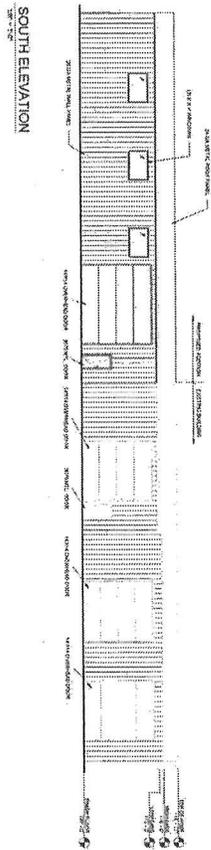
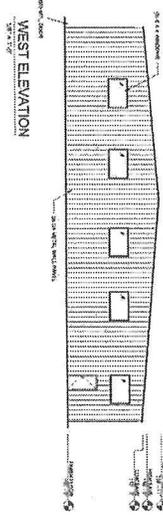
- Erosion Control. Will be accomplished through a combination of silt fence and ditch checks as shown on the site plan. Tracking pad will also be installed.
- Storm Water Drainage / Grading. The new outdoor storage area will sheet flow across the grassed areas. No addition hard surface area is being added at the proposed new building location. Half of the new building is proposed to sheet flow to the north across grassed areas. Storm water from the southern half of the building will be directed to grassed areas and the swale as possible.
- Stormwater Swale. The swale connected to the culvert at Else street will be maintained. A new 18" CMP culvert will be installed under the drive connected to the outdoor storage area.
- Setbacks: As shown on the drawings and meet Village regulations.
- Parking: As shown on the drawings and meet Village regulations. One handicap stall and 6 employee stalls are proposed. Owner reserves the right (subject to Village approval) to possibly move stalls adjacent to the building if this turns out to work better operationally.
- DNR NOI: A DNR NOI is required if over an acre of area is disturbed. This project will stay under one acre of disturbance.
- Fencing: An 8'high 80% opaque fence is proposed for the south and west sides of the outdoor storage areas. Owner requests that fencing not be required on the north and east sides of the outdoor storage area.
- Landscaping: To be submitted at a later date. Owner accepts that Final Occupancy is subject to the approval of a Landscaping Plan by the Village.
- Outdoor Lighting. To be submitted at a later date. Current plans are for shielded wall paks to be attached to the new building. Owner accepts that Final Occupancy is subject to the approval of a Outdoor Lighting Plan by the Village.

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PRELIMINARY

<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	REVISION									<p>BUILDING ADDITION</p> <p><b>ADAMS RENTAL</b> 201 GRELL LANE JOHNSON CREEK, WI</p>	<p><b>BOS</b> Design Builders N2775 COUNTY RD. J FORT ATKINSON, WI 53538 920 583-5481 920 593-4381 (FAX)</p>	<p>4th DIMENSION DESIGN, INC. 817 Verona Court Vernonia, Wisconsin 53126 PHONE: 608-786-8800 www.4D.com</p>
	NO.	DATE	BY	REVISION											
<p>A102</p>															



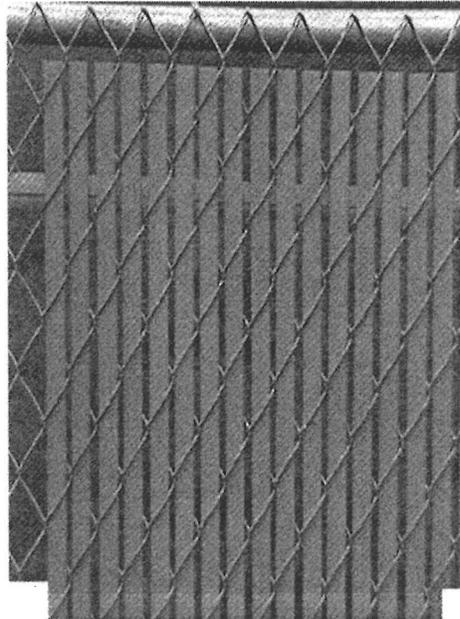


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November 10, 2016

Kyle Ellefson, Administrator  
Village of Johnson Creek  
125 Depot Street  
Johnson Creek, WI 53038-0238

Re: Adams Rental Site Expansion  
Site Plan Review MSA PN 05114017

Dear Kyle Ellefson:

MSA has reviewed the site plan documents received on November 7, 2016 for the Adams Rental site expansion located at 201 Grell Lane in the Village of Johnson Creek. MSA recommends approval of the plan based on the items to be addressed in the project narrative prior to final occupancy. MSA has the following comments on the plans:

**Utilities:**

1. No new utilities are being planned for the site from the public infrastructure.

**Site Plan:**

1. No new access points to the public streets are included with the site plan.
2. Per the project narrative, the parking stalls and access aisles will meet Village standards.
3. The pavement south of the connection drive to the outdoor storage area will be cut back a minimum of 5' to meet the pavement side yard setback.
4. Striping shall be per ADA requirements for handicap parking stall

**Grading:**

1. The culvert should be long enough to include apron end walls and a maintainable slope on either side.

**Stormwater:**

1. No new impervious area is being added on the easterly site. Per the Village ordinance 250-100, parking lots over 4,000 square feet are to be drained internally and connected to a municipal storm sewer. Due to the existing nature of this site, the new addition is not altering the drainage of the site from what currently exists. The existing nature of this site is considered grandfathered in and is not increasing stormwater flows.
2. The westerly site is proposed to drain to through the grass areas to the north and south of the site. Based on the county contours it appears the current site drains to the North and East and ultimately the drainage will be consistent with what exists. Drainage should not be directed to the West.
3. The Developer had the DNR review the site and wetlands are not being affected.
4. The disturbance is planned under 1 acre and thus a DNR permit is not needed. The Developer will be responsible for maintaining the construction limits.

**Erosion Control:**

1. Erosion plan is appropriate for construction.
2. Developer will be responsible for maintenance of silt fence and inlet protection to prevent silt from leaving the site.

---

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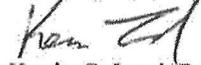
www.msa-ps.com

PA5100a5110a511405114017DocumentsPhase 390 Adams Asphalt Parking ExpansionSite Review Comments MSA 110816.doc

Page 2  
Kyle Ellefson  
November 10, 2016

Nothing set forth in this review of the construction and development documents by the Village Engineer shall be construed as, nor intended to be, a waiver or release of any obligations imposed on the Developer or relieve the Developer from compliance with the Village of Johnson Creek ordinances, standards and policies or any other applicable state statute or administrative rule.

Sincerely,  
MSA Professional Services



Kevin C. Lord, P.E., P.L.S.  
Consulting Village Engineer

KCL:jhb

RESOLUTION 123-16

CONDITIONAL USE PERMIT  
ADAMS RENTAL INVESTMENTS  
OUTSIDE STORAGE  
201 GRELL LN

THE VILLAGE BOARD OF THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN, DOES RESOLVE AS FOLLOWS:

**WHEREAS**, Adams Rental Investments requested a Conditional Use permit to Permit Outside Storage within General Industrial (GI) Zoning at 201 Grell LN, Parcel # 141-0715-1821-016 1.02 acres; and

**WHEREAS**, the Conditional Use application has been evaluated in accordance with §§250-23 H (2) (b) (6) to permit outside storage or wholesaling (per Section 40B) within General Industrial (GI) zoning, and

**NOW THEREFORE BE IT RESOLVED**, that the Plan Commission recommends to the Board of Trustees of the Village of Johnson Creek to approve a Conditional Use Permit (CUP) to Permit Outside Storage within General Industrial (GI) Zoning at 201 Grell LN, on Parcel # 141-0715-1821-016 1.02 acres, and

**BE IT FURTHER RESOLVED**, that the Village Administrator and the Village Clerk/Treasurer have the authority to effectuate this resolution.

**PASSED AND ADOPTED** by the Village Board of Trustees this 14<sup>th</sup> day of November 2016.

\_\_\_\_\_  
John L. Swisher, Village President

ATTEST:

\_\_\_\_\_  
Joan Dykstra Clerk-Treasurer

**VILLAGE OF JOHNSON CREEK**  
 125 Depot Street, P. O. Box 238, Johnson Creek, WI 53038 (920-699-2296)  
 www.johnsoncreek-wi.us

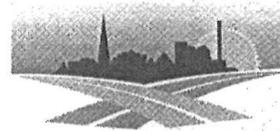
**CONDITIONAL USE APPLICATION**  
 Village Zoning Code - Chapter 250-124

The following information and documentation must be submitted to the Village Administrator. Please type or print this information:

Address of Subject Property <u>201 Grell Ln.</u>		Parcel # <u>141-0715-1821-06</u>	
Name of Architect, Professional Engineer, or Contractor <u>Edwin Bos - Bos Design Builders</u>			
Property is presently used as: <u>Empty Lot</u>		Present Zoning <u>G.I.</u>	
Type of structure and proposed use of structure or site (including number of employees, if applicable)  <u>Outside Storage</u>			
Zoning Code Ordinance Number for Conditional Use #250			
Reason/Nature of requested Conditional Use:  <u>Outside Storage - 100x180</u>			
<b>Applicant</b>			
Name <u>Jon &amp; Laurie Adams</u>			
Company <u>Adams Rental Investments</u>			
Address <u>P.O. Box 339</u>		City <u>J.C.</u>	WI State <u>53038</u> Zip
Daytime Phone <u>715-340-4434</u>		Fax	
Cell Phone		E-mail <u>laurieadams@me.com</u>	

S:\MS Word\Applications\Conditional Use 2013.doc

Village of Johnson Creek  
125 Depot Street  
P.O. Box 238  
Johnson Creek, WI 53038  
Phone (920) 699-2296  
Fax (920) 699-2292



Crossroads With A Future

October 17, 2016

Dear Property Owner:

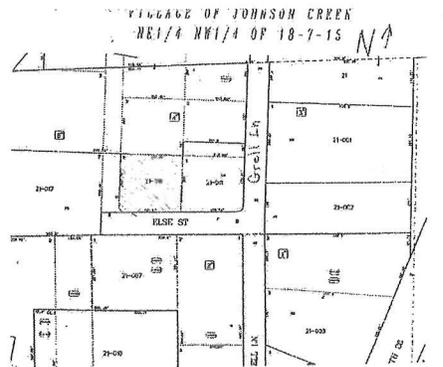
As a property owner within 300 feet or a Township within 1,000 feet of a property being considered for a conditional use permit, you are being notified of a Public Hearing. All interested parties wishing to be heard are requested to provide written and/or oral testimony.

**NOTICE IS HEREBY GIVEN** that the Johnson Creek Plan Commission will hold a public hearing at Village Hall, 125 Depot Street, Johnson Creek, WI, **Monday, November 14, 2016 at 5:00 p.m.** to consider a request by Adams Rental Investments – Jon and Laurie Adams at 201 Grell Lane for a conditional use in accordance with Section 250-23 H (2) (b) (6) to permit outside storage or wholesaling (per Section 40B) within General Industrial (GI) zoning.

Official records related to this application are available for public inspection in my office at Village Hall during regular office hours.

Dated this 17<sup>th</sup> day of October 2016.

**VILLAGE OF JOHNSON CREEK**  
Joan Dykstra, Clerk



**MEMORANDUM**

To: Village of Johnson Creek  
From: Michael Slavney, FAICP, Village Planner  
CC: Kevin Lord, MSA, Village Engineer  
Date: November 10, 2016  
Re: Review of Conditional Use Permit for Proposed Expansion for Adams Rental

---

Adams Rental is proposing significant site changes at their facility at 201 Grell Lane. These trigger the need to approve a Conditional Use Permit and Site Plan. Specifically, the proposed Outdoor Storage Area requires a CUP in the General Industrial Zoning District.

The following changes are proposed:

1. **Expansion of the Building:** The proposed 6,000 square foot building expansion is located to the rear (west side) of the existing building. The proposed building addition complies with all Village zoning requirements. The proposed building addition's exterior materials and colors will match that of the existing building.
  
2. **Expanded Concrete Pavement / Parking Area:** The concrete parking area on the north side of the building is proposed to be expanded westward to provide for an additional 6 parking spaces. The proposed parking addition complies with all Village zoning requirements.
  
3. **Proposed New Outdoor Storage Area:** The applicant is requesting approval of a conditional use permit to allow for an Outdoor Storage land use. This request must be approved by the Plan Commission and Village Board.

The proposed 16,000 square foot outdoor storage area is located west of the building and northern parking lot. The storage area is proposed to be screened by an 8 foot high chain link fence with earthtone or black slats. This screening is proposed on the south and west sides of the area – where the storage area will abut the public street and the residentially-zoned properties facing Watertown Street. I strongly recommend the earthtone color, as a black colored fence running the length of the storage area will stand out, while an earthtone color will tend to recede from view.

The applicant is requesting that the Village not require the fencing and screening along the north or east sides of the outdoor storage area – which abut adjacent property also zoned General Industrial.

4. **Landscaping and Lighting Plans:** These plans, required for the Site Plan and Conditional Use Permit, have not yet been provided. However, for this simple project, both the exterior lighting requirements and the required landscaping will be subject to the objective lighting and landscaping formulas of the Zoning Ordinance.

As such, the applicant is requesting that the proposed Conditional Use Permit and Site Plan be conditionally-approved, subject to the requirement of Village Staff approval which confirms full compliance with the Zoning Ordinance requirements.

**Village Planner's Recommendation:** The proposed Site Plan reflects recommendations that I made in the course of reviewing development concepts over the last several months.

Therefore, I recommend approval of the proposed Site Plan and Conditional Use Permit for Adams Rental, subject to the following conditions:

**Recommended Conditions of Approval:**

1. **Village Staff Approval of the Required Landscaping and Exterior Lighting;**
2. **Installation of Required Landscaping** for the Building Addition, New Paved Areas, and Outdoor Storage Area Street Frontage per the requirements of the Zoning Ordinance and the General Industrial Zoning District – all within 365 days of occupancy of the building addition, and within 365 days of the initial surfacing of the Outdoor Storage Area; and,
3. Any and all **additional conditions** identified by the Village Engineer, Village Staff, Plan Commission, and Village Board.

RESOLUTION 124-16

SITE PLAN  
MENARD INC.  
LUMBERYARD & WAREHOUSE ADDITION  
440 WRIGHT RD

THE VILLAGE BOARD OF THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN, DOES RESOLVE AS FOLLOWS:

**WHEREAS**, a site plan application has been submitted by Menard, Inc. 440 Wright Rd. for Parcel #'s: 141-0715-0744-001 (15.048 acres) & 141-0715-0744-003 (part) (14.708 acres) & 141-0715-0741-008 (part) (12.957 acres) for the expansion of the outdoor lumberyard display and storage area, the construction of an additional warehouse building, and the relocation of the storm water management basin serving the development, and

**WHEREAS**, in addition to the site plan a Conditional Use Permit application has been submitted and recommended for approval, and

**NOW THEREFORE BE IT RESOLVED**, that the Plan Commission recommends to the Village Board to approve the site plan by Menard, Inc. 440 Wright Rd. for Parcel #'s: 141-0715-0744-001 (15.048 acres) & 141-0715-0744-003 (part) (14.708 acres) & 141-0715-0741-008 (part) (12.957 acres) for the expansion of the outdoor lumberyard display and storage area, the construction of an additional warehouse building, and the relocation of the storm water management basin serving the development, subject to final approval of the Village Engineer and Village Planner, and

**BE IT FURTHER RESOLVED**, that the Village Administrator and the Village Clerk/Treasurer have the authority to effectuate this resolution.

**PASSED AND ADOPTED** by the Village Board of Trustees this 14<sup>th</sup> day of November 2016.

Attest:

\_\_\_\_\_  
John L. Swisher, Village President

\_\_\_\_\_  
Joan Dykstra Clerk-Treasurer



November 10, 2016

Kyle Ellefson, Administrator  
Village of Johnson Creek  
125 Depot Street  
Johnson Creek, WI 53038-0238

Re: Menards Site Expansion – Plan Review  
MSA PN 05114017

Dear Kyle:

MSA has reviewed the Construction plans and calculations received on November 9, 2016 for the Menards Site Plan expansion located within the Menards-Johnson Creek Crossing plat in the Village of Johnson Creek. MSA has the following comments:

**Setbacks:**

1. The pavement and improvements meet the lot setback lines for the zoned use.

**Grading/Site:**

1. The grading on Sheet C1.4 will be extended to the North to match in to the existing. The proposed contours end at 823 and the existing is shown around 835. The associated matting will be extended with the grading.
2. Show proposed property lines (around the new northerly storm water basin) in order to verify the grading and pond improvements to the North are contained within the proposed lot.
3. Note on Sheet C1.4 that is referencing the proposed 10' wide top of berm at Elev=822.00 is also pointed to the 10' safety shelf that is at a slight slope and just below the normal water line of the pond. Note should be revised.
4. Sheet C1.4 has a note that along the Northwesterly site line, there will be raised concrete for shelving and fence. I do not have the architectural plans but the material and height of the fence should be verified per the Village ordinance.
5. Provide the retaining wall materials, dimensions, and color for approval.

**Access:**

1. Access is through the existing Menards site.

**Erosion Control:**

1. The site is being accessed through the existing Menard's lot. A tracking pad may be desirable by the Owner to help keep internal roadways cleaner. Public streets should not be affected however the Owner will be responsible for any cleaning if tracking proceeds to public streets.

**Utilities:**

1. No new utilities for water or sanitary sewer are being anticipated.

**Lighting:**

1. A lighting plan should be provided for approval if additional lighting is planned for the site.

---

**Offices in Illinois, Iowa, Minnesota, and Wisconsin**

2901 INTERNATIONAL LANE, SUITE 300 • MADISON, WI 53704-3133  
608.242.7779 • 800.446.0679 • FAX: 608.242.5664

www.msa-ps.com

P:\5100s\5110a\5114\05114017\Documents\Phase 340 Menards Expansion Site Review\Menards Site Expansion Plan Review 111016.doc

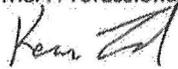
Page 2  
Kyle Ellefson  
November 10, 2014

**Permits:**

1. The Developer is waiting for wetland concurrence from the DNR at which time the NOI will be applied for and necessary for construction.

Nothing set forth in this review of the construction and development documents by the Village Engineer shall be construed as, nor intended to be, a waiver or release of any obligations imposed on the Developer or relieve the Developer from compliance with the Village of Johnson Creek ordinances, standards and policies or any other applicable state statute or administrative rule.

Sincerely,  
MSA Professional Services



Kevin C. Lord, P.E., P.L.S.  
Consulting Village Engineer

**RESOLUTION 125-16**

---

**CONDITIONAL USE PERMIT  
MENARD INC.  
ENLARGEMENT OF PROPERTY  
440 WRIGHT RD**

---

THE VILLAGE BOARD OF THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN, DOES RESOLVE AS FOLLOWS:

**WHEREAS**, Menard, Inc. at 440 Wright Rd within Planned Industrial (PI) zoning to amend the existing conditional use permit for the Menard, Inc. site. Specific changes include enlargement of the parcel through a certified survey map, the expansion of the outdoor lumberyard display and storage area, the construction of an additional warehouse building, and the relocation of the storm water management basin serving the development. Parcel #'s: 141-0715-0744-001 (15.048 acres) & 141-0715-0744-003 (part) (14.708 acres) & 141-0715-0741-008 (part) (12.957 acres), and

**WHEREAS**, the Conditional Use application has been evaluated in accordance within Planned Industrial (PI) zoning, and

**NOW THEREFORE BE IT RESOLVED**, that the Plan Commission recommends to the Board of Trustees of the Village of Johnson Creek to approve amending the existing conditional use permit for the Menard, Inc. site. Specific changes include enlargement of the parcel through a certified survey map, the expansion of the outdoor lumberyard display and storage area, the construction of an additional warehouse building, and the relocation of the storm water management basin serving the development. Parcel #'s: 141-0715-0744-001 (15.048 acres) & 141-0715-0744-003 (part) (14.708 acres) & 141-0715-0741-008 (part) (12.957 acres), and

**BE IT FURTHER RESOLVED**, that the Village Administrator and/or the Village Clerk/Treasurer have the authority to effectuate this resolution.

**PASSED AND ADOPTED** by the Village Board of Trustees this 14<sup>th</sup> day of November 2016.

\_\_\_\_\_  
John L. Swisher, Village President

ATTEST:

\_\_\_\_\_  
Joan Dykstra Clerk-Treasurer

**VILLAGE OF JOHNSON CREEK**  
 125 Depot Street, P. O. Box 238, Johnson Creek, WI 53038 (920-699-2296)  
 www.johnsoncreek-wi.us

RECEIVED

OCT 11 2016

PAID

OCT 11 2016

500.

**CONDITIONAL USE APPLICATION**  
 Village Zoning Code - Chapter 250-124

The following information and documentation must be submitted to the Village Administrator. Please type or print this information:

Address of Subject Property		440 Wright Road		Parcel #		141-0715-0744-001 & -003 (part); -0741-008 (part)	
Name of Architect, Professional Engineer, or Contractor							
Russ Kiviniemi, Cedar Corporation							
Property is presently used as:						Present Zoning	PI
Menards store, storm water pond, vacant land							
Type of structure and proposed use of structure or site (including number of employees, if applicable)							
<p>A Menards home improvement store is currently operating on site. Menards proposes to expand the present facility by building a new storm water pond, redirecting storm water flows to the new storm water pond, filling the existing pond, and then expanding the lumberyard and warehousing area upon the filled, existing pond.</p>							
Zoning Code Ordinance Number for Conditional Use #250							
Reason/Nature of requested Conditional Use:							
See above							
<b>Applicant</b>							
Name							
Thomas O'Neil							
Company							
Menard, Inc., a Wisconsin corporation							
Address				City		WI	
5101 Menard Drive				Eau Claire		54703	
Day Time Phone				Fax			
715-876-2810				715-876-5998			

VILLAGE OF JOHNSON CREEK  
 125 Depot Street, P. O. Box 238, Johnson Creek, WI 53038 (920-699-2296)  
 www.johnsoncreek-wi.us

PAID  
 OCT 11 2016

CONDITIONAL USE APPLICATION

Cell Phone 715-579-9668		E-mail toneil@menard-inc.com	
<b>Property Owner*</b>			
Name Same as Above			
Company			
Address		City	State Zip
Daytime Phone		Fax	
Cell Phone		E-mail	
* A list of all Registered Principals must accompany this application			
<b>Agent</b> (Person representing applicant to be notified of meeting and given copies of reports)			
Name Not Applicable : Same as Above			
Company			
Address		City	State Zip
Daytime Phone		Fax	
Cell Phone		E-mail	
Signature of Applicant	<i>Toneil</i>		
Date Signed	8-26-16		
Signature of Owner	<i>Toneil</i>		
Date Signed	8-26-16		
Signature of Agent	<i>Toneil</i>		
Date Signed	8-26-16		

\\om-casemgmt1\ProLawDocs\Johnson Creek, WIP 15-207\1572316.doc

CONDITIONAL USE APPLICATION

II. Justification of the Proposed Zoning Ordinance Amendment for Applicant Use

1. How is the proposed conditional use (the use in general, independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the Village of Johnson Creek Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the Village?

The proposal relates to the expansion of an existing approved use within the Village. The fact that Menards desires to expand its store demonstrates the relative strength of the store and Johnson Creek market area.

---

2. How is the proposed conditional use, in its specific location, in harmony with the purposes, goals, objectives, policies and standards of the Village of Johnson Creek Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the Village?

Again, the proposed use is already located in its specific location, and the proposal is for a further expansion of that use.

---

3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 250-124(c)(4)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the Village or other governmental agency having jurisdiction to guide development?

There are no adverse impacts on nearby properties as a result of the expansion, as the current use is already in place; this is merely a further expansion of that use. Thus, the character of the neighborhood stays the same. Wetland impacts are being avoided entirely. In addition, Menard, Inc. owns the majority of the property in the vicinity of the proposed expansion.

---

4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The proposed expansion has little to no impact on the future land use development in and around the subject property.

VILLAGE OF JOHNSON CREEK  
125 Depot Street, P. O. Box 238, Johnson Creek, WI 53038 (920-699-2296)  
www.johnsoncreek-wi.us

PAID  
OCT 11 2016

**CONDITIONAL USE APPLICATION**

5. Is the proposed conditional use located in an area that will be adequately served by and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?

Yes. Adequate public services are already in place. The proposed expansion will impose little to no additional burden on public services.

---

6. Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use (as identified in Subsections 250-124 (D)(3)(a through e), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts?

Yes. The land use is consistent with that which is already present. Expansion of existing businesses within the Village should be encouraged.

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**Procedural Checklist for Conditional Use Review and Approval  
(Requirements per Village Code-Chapter 250-124)**

\\om-casemgmt1\ProLawDocs\Johnson Creek, WNP 15-207\1572316.doc

PAID  
OCT 11 2016

**CONDITIONAL USE APPLICATION**

In accordance with Village Code-Chapter 250-138 the Village may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in its review of a proposal coming before the Plan Commission. The Village reserves the right to apply the charges for these services as well as for staff time expended in the administration, investigation and processing of applications to the Petitioner.

The Petitioner is required to provide the Village with an executed copy of this agreement as a prerequisite to the processing of the development application. The submittal of a development proposal application or petition shall be construed as an agreement to pay for such professional review services applicable to the proposal. The Village may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until such fees are paid by the Petitioner. The Property Owner acknowledges that review fees which are applied to a Petitioner, but which are not paid by such Petitioner, may be charged by the Village as an assessment against the subject property for current services provided the property.

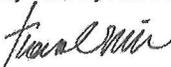
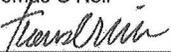
Note: Consultant services (e.g. engineering, planning, surveying, legal, etc.) and Village administrative time may be charged in addition to the normal costs payable by the Applicant/Petitioner/Property Owner (e.g. application filing fees, permit fees, publication expenses, recording fees, impact fees, etc.)

Menards of Johnson Creek  
Lumberyard and Warehouse Expansion

(Project Name/Nature of Application)

141-0715-0744-001 & -003 (part); & -0741-008 (part)

(Property Tax Key Numbers Involved in Project)

	
(Signature of Applicant/Petitioner)	(Date)
Menard, Inc. Thomas O'Neil	
	
(Signature of Property Owner)	(Date)
Menard, Inc. Thomas O'Neil	

RESOLUTION 126-16

---

**CERTIFIED SURVEY MAP  
MENARD, INC.  
440 WRIGHT RD**

---

THE VILLAGE BOARD OF THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN, DOES RESOLVE AS FOLLOWS:

**WHEREAS**, a Certified Survey Map has been submitted to add portions of property from two adjacent parcels the company owns to the store parcel; and

**WHEREAS**, with the addition of property from the two adjacent parcels to the store parcel they can expand the Menards store lumberyard and warehousing within the lumberyard; and

**NOW THEREFORE BE IT RESOLVED**, the Plan Commission recommends that the Village Board of Trustees of the Village of Johnson Creek approve the Certified Survey Map subject to approval of the Village Attorney, Village Engineer and Village Planner; and

**BE IT FURTHER RESOLVED**, the Village Administrator and Village Clerk/Treasurer has the authority to effectuate this resolution.

**PASSED AND ADOPTED** by the Village Board of Trustees this 11<sup>th</sup> day of November, 2016.

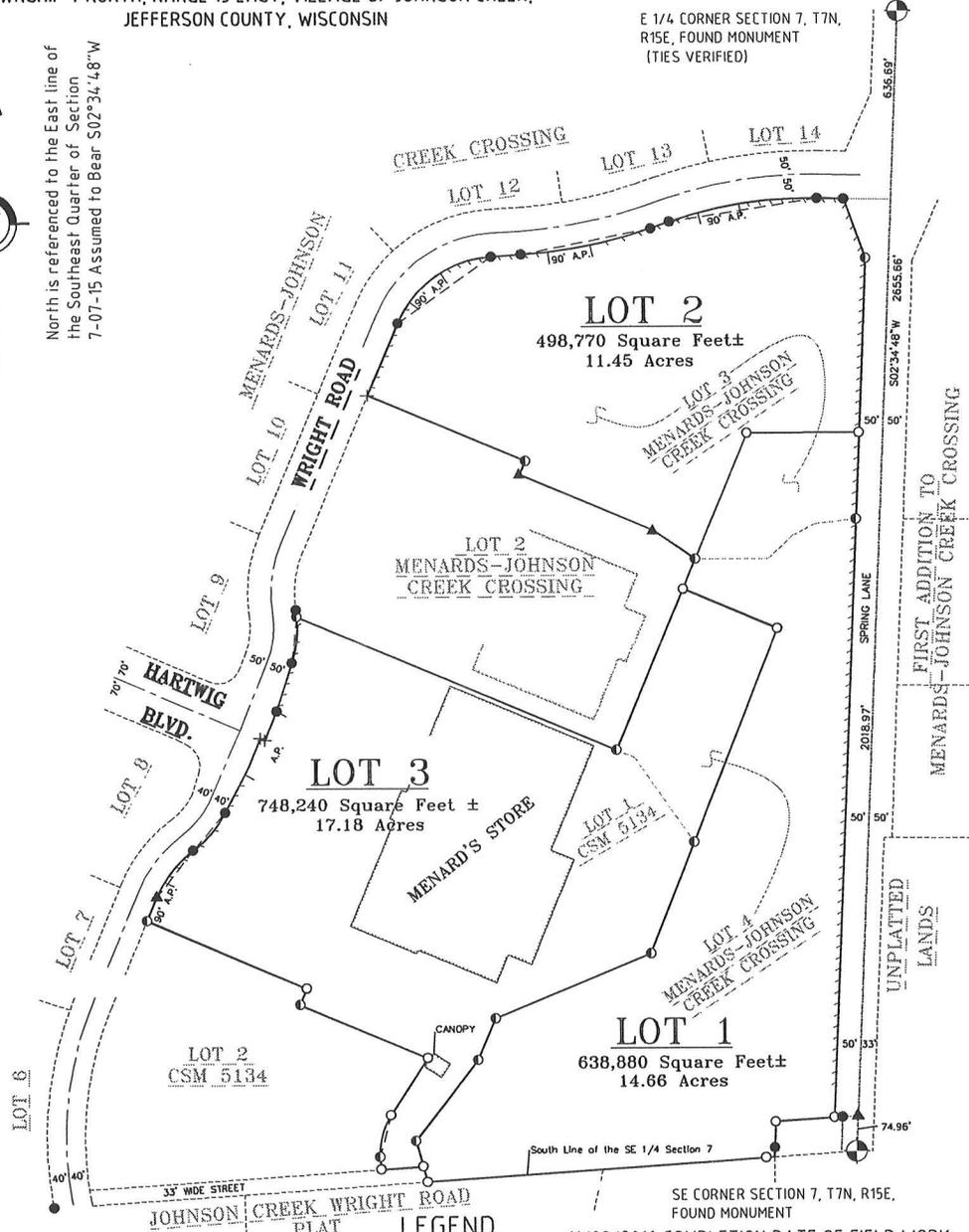
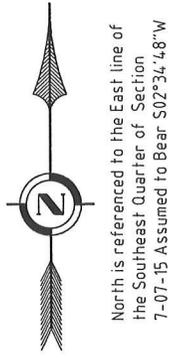
\_\_\_\_\_  
John L. Swisher, Village President

ATTEST:

\_\_\_\_\_  
Joan Dykstra, Clerk-Treasurer

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**  
**VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_.**

A PARCEL OF LAND BEING ALL OF LOT 1 OF CSM NUMBER 5134, VOLUME 27,  
 PAGE 221 AND LOTS 3 AND 4 OF MENARDS-JOHNSON CREEK CROSSING,  
 LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER THE  
 SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST  
 QUARTER OF THE SOUTHEAST QUARTER, SECTION 7,  
 TOWNSHIP 7 NORTH, RANGE 15 EAST, VILLAGE OF JOHNSON CREEK,  
 JEFFERSON COUNTY, WISCONSIN



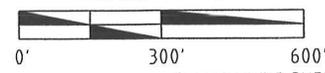
**LEGEND**

- Government Corner (as noted)
- Set 3/4" x 18" Rebar Weighing 1502 Pounds/Lineal Foot
- Found 1- 1/4" Rebar
- Found 3/4" Rebar
- ▲ Found PK Nail
- + Found Chiseled X in Concrete
- ( ) Recorded Bearing
- //// NO ACCESS ALLOWED
- A.P. Approved Access

11/08/2016 COMPLETION DATE OF FIELD WORK

NOTE: NO FLOODPLAIN EXISTS (FEMA PANEL NUMBER 55055C0184F EFF. 2/4/2015)

SCALE: 1" = 300'



SHEET 1 OF 5 SHEETS

**OWNER:**  
 MENARD, INC.  
 4777 Menard Drive  
 Eau Claire, WI 54703



**PREPARED BY:**  
 Cedar Corporation  
 2820 Walton Commons West  
 Suite 142  
 Madison, WI 53718

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

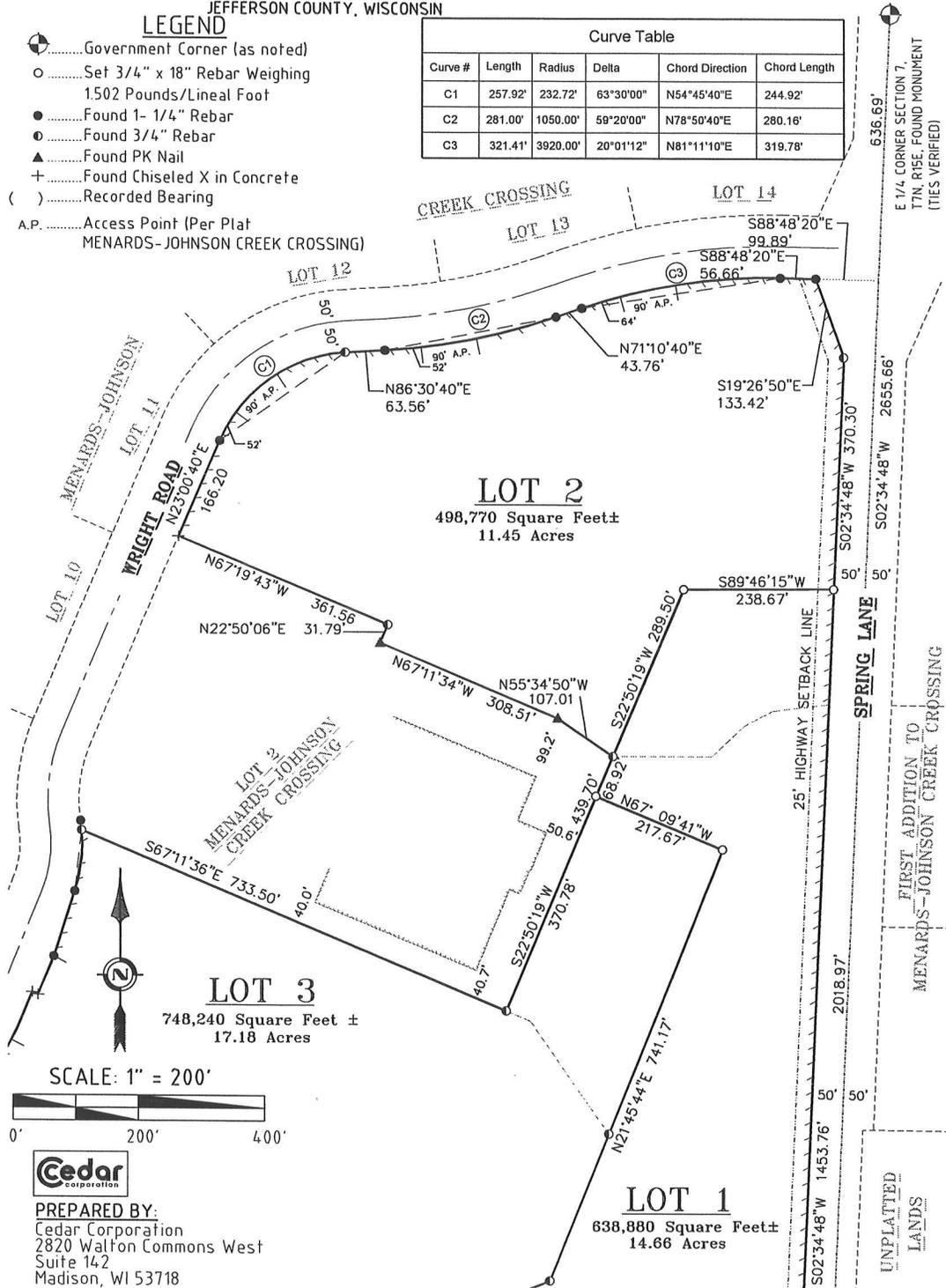
VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_

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 QUARTER OF THE SOUTHEAST QUARTER, SECTION 7,  
 TOWNSHIP 7 NORTH, RANGE 15 EAST, VILLAGE OF JOHNSON CREEK,  
 JEFFERSON COUNTY, WISCONSIN

LEGEND

- ⊙ Government Corner (as noted)
- Set 3/4" x 18" Rebar Weighing 1.502 Pounds/Lineal Foot
- Found 1- 1/4" Rebar
- ⊙ Found 3/4" Rebar
- ▲ Found PK Nail
- + Found Chiseled X in Concrete
- ( ) Recorded Bearing
- A.P. Access Point (Per Plat MENARDS-JOHNSON CREEK CROSSING)

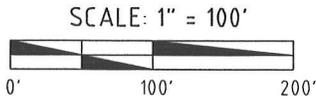
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	257.92'	232.72'	63°30'00"	N54°45'40"E	244.92'
C2	281.00'	1050.00'	59°20'00"	N78°50'40"E	280.16'
C3	321.41'	3920.00'	20°01'12"	N81°11'10"E	319.78'





CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
 VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_.

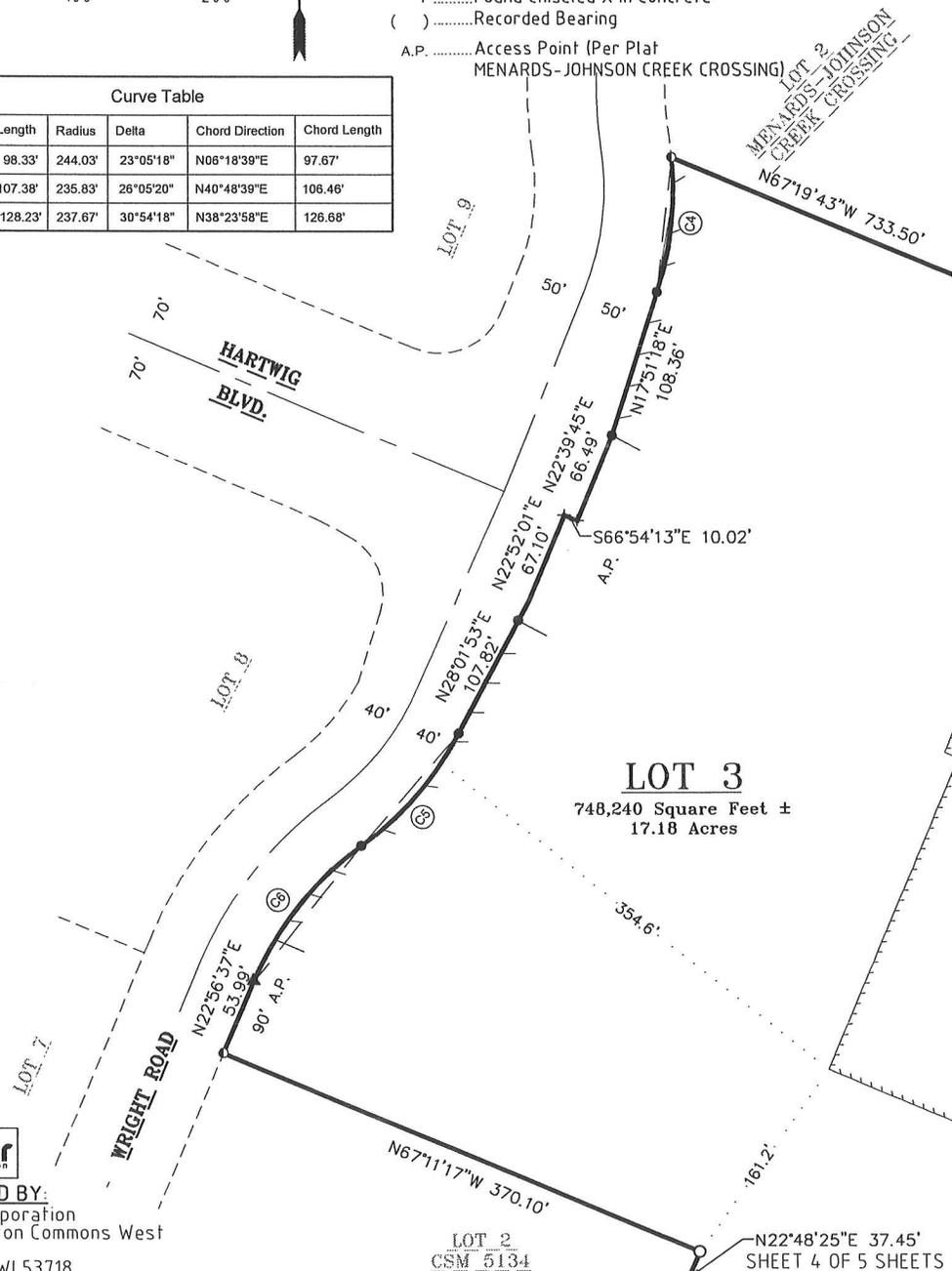
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 QUARTER OF THE SOUTHEAST QUARTER, SECTION 7,  
 TOWNSHIP 7 NORTH, RANGE 15 EAST, VILLAGE OF JOHNSON CREEK,  
 JEFFERSON COUNTY, WISCONSIN



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C4	98.33'	244.03'	23°05'18"	N06°18'39"E	97.67'
C5	107.38'	235.83'	26°05'20"	N40°48'39"E	106.46'
C6	128.23'	237.67'	30°54'18"	N38°23'58"E	126.68'

**LEGEND**

- ⊙ Government Corner (as noted)
- Set 3/4" x 18" Rebar Weighing 1,502 Pounds/Lineal Foot
- Found 1- 1/4" Rebar
- Found 3/4" Rebar
- ▲ Found PK Nail
- + Found Chiseled X in Concrete
- ( ) Recorded Bearing
- A.P. Access Point (Per Plat MENARDS-JOHNSON CREEK CROSSING)



PREPARED BY:  
 Cedar Corporation  
 2820 Walton Commons West  
 Suite 142  
 Madison, WI 53718

LOT 2  
 CSM 5134

LOT 2  
 MENARDS-JOHNSON  
 CREEK CROSSING

**LOT 3**

748,240 Square Feet ±  
 17.18 Acres

N22°48'25"E 37.45'  
 SHEET 4 OF 5 SHEETS



# VANDEWALLE & ASSOCIATES INC.

To: Village of Johnson Creek  
From: Michael Slavney, FAICP, Village Planner  
CC: Kevin Lord, MSA, Village Engineer  
Date: November 10, 2016  
Re: Review of Proposed Expansion for Menard, Inc. and Certified Survey Map

---

Menard, Inc. is proposing significant site changes at their store and warehouse facility at 440 Wright Road. Specifically, the following changes are proposed:

1. **Expansion of the lot to provide room for the proposed warehouse expansion.** To create room for the expansion, a Certified Survey Map (CSM) is needed to clearly depict the proposed lot enlargement – located behind the Kohl's store. The proposed lot expansion adds about two acres to Menard's existing lot.

Village Planner's Recommendation: I recommend approval of the proposed CSM for Menard Inc., subject to conditions identified by the Village Engineer, Village Staff, Plan Commission, and Village Board.

2. **Revised Conditional Use Permit Site:** Several site plan changes are proposed, all required to provide for the expanded warehousing and outdoor storage areas.

Village Planner's Recommendation: The proposed Site Plan reflects recommendations that I made in July, when first reviewing the conceptual layout. Therefore,

I recommend approval of the proposed Site Plan for Menard Inc., subject to conditions identified by the Village Engineer, Village Staff, Plan Commission, and Village Board.



November 11, 2016

Kyle Ellefson, Administrator  
Village of Johnson Creek  
125 Depot Street  
Johnson Creek, WI 53038-0238

Re: Menards Site Expansion – CSM Review  
MSA PN 05114017

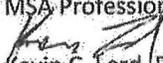
Dear Kyle:

MSA has reviewed the Certified Survey Map (CSM) received on November 11, 2016 for the Menards Site Plan expansion located within the Menards-Johnson Creek Crossing plat in the Village of Johnson Creek. The previous comments have all been addressed and MSA recommends approval of the CSM.

**CSM:**

1. Sheet 1 – Label Spring Lane on the East side of the sheet. - **DONE**
2. Sheet 1 – The field completion date should be completed at the bottom of the page. - **DONE**
3. Sheet 1 – The label for Lot 1 CSM 5134 should be moved to within the correct lot and not over the property line. - **DONE**
4. Sheet 1 – Either found or set irons should be shown on the southerly side of the CSM. - **DONE**
5. Sheet 3 – Show the monuments at the lot corners. - **DONE**
6. Sheet 3 – Enlarge the text near the Southwest corner of Lot 3 to be legible showing a distance of 37.45'. - **DONE**
7. Sheet 4 – Show the property iron existing or proposed at the south side of Lot 3. - **DONE**
8. Sheet 5 – In the Surveyors Certificate the square footage should be 1,885,890 instead of 2,885,890. - **DONE**
9. Sheet 5 – In the Village Board Resolution the Village of Johnsons Creek should be changed to the Village of Johnson Creek. - **DONE**
10. Per Section 245-49(5) in the Village Code, the existing structures are to have the square footage labeled, ties to the property lines and the first floor elevation labeled. – **DONE**
11. Per Section 245-49(11) in the Village Code, the floodplain limits of the 100-year flood shall be shown and a line 2-feet vertically above the floodplain line are to be shown or a note stating no floodplain exists. Line may be shown on the original plat of the subdivision. - **DONE**

Nothing set forth in this review of the construction and development documents by the Village Engineer shall be construed as, nor intended to be, a waiver or release of any obligations imposed on the Developer or relieve the Developer from compliance with the Village of Johnson Creek ordinances, standards and policies or any other applicable state statute or administrative rule.

Sincerely,  
MSA Professional Services  
  
Kevin C. Lord, P.E., P.L.S.  
Consulting Village Engineer

*Offices in Illinois, Iowa, Minnesota, and Wisconsin*

2901 INTERNATIONAL LANE, SUITE 300 • MADISON, WI 53704-3133

608.242.7779 • 800.446.0679 • FAX: 608.242.5664

www.msa-ps.com

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RESOLUTION 127-16

AWARD BID  
RBC #5 SHAFT REPAIR  
SEWER UTILITY

THE VILLAGE BOARD OF THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN, DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the Village Wastewater Utility is seeking approval for the repairs of RBC #5, and

WHEREAS, a timely repair of the shaft on RBC #5 is necessary to maintain the operations of the treatment facility's secondary treatment process due to wear, and operation of all working RBC sections are critical to the operation of the sanitary sewer system of the Village

WHEREAS, the Wastewater Utility has received three Bids for the repair from:

- In Place Machining
- Metal Surgery Milwaukee      \$15,396.48
- World Wide Machinery & Welding

WHEREAS, that the Board of Trustees of the Village of Johnson Creek approve the repair of RBC #5 and award the bid to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
The funding source will come from the Maintenance of Treatment Plant Fund 03-833.300 in accordance to the 2016 Sewer Utility Operating Budget, and

BE IT FURTHER RESOLVED, that the Village Clerk/Treasurer and the Village Administrator are authorized to effectuate this resolution.

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek this 14<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
John L. Swisher, Village President

ATTEST:

\_\_\_\_\_  
Joan Dykstra Clerk – Treasurer

Metal Surgery Milwaukee, Ltd.

PO Box 370515  
 Milwaukee, WI 53237-0515  
 (414) 744-8313 Fax (414) 744-8770

# Quotation

Date	Quotation #
11/7/2016	110716-1TH

Name/Address
Village of Johnson Creek Water Utilities P.O. box 238 Johnson Creek, WI 53038 Attn:

P.O. #	Terms	Clerk	Quoted by:	Job
	Net 10	TH	Nakao Kreil	Waste Treatm...

Item Code	Description	Qty	Price Each	Amount
102 Welding	<b>Waste Treatment Shaft</b>  1) Set up 2) Weld up 4.5" shaft where bearing damage occurred by procedure 3) Machine shaft back to specs. 4) Clean and inspect  Estimated price includes: Labor and Materials  ***Note*** Metal Surgery will need the new bearing to complete the repair. Sales Tax, Milwaukee County	1	14,580.00	14,580.00T
			816.48	816.48

Thank you for allowing us to quote on this job.	<b>Total</b>	\$15,396.48
---	--------------	-------------

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

# VILLAGE OF JOHNSON CREEK

## Business Use and Zoning Compliance Application

125 Depot Street, P.O. Box 238, Johnson Creek, WI 53038 (920-699-2296)

### Zoning Use Compliance Application required by Village Zoning Code - Chapter 250-121

The following information and documentation is required to be submitted to the Village Administrator.

Please include the following information with your completed Business Plan application:

- Two (2) copies of the plot plan (drawn to scale of 1:100; and corresponding papers. The following must be included in the plot plan:
  1. Boundaries and dimensions of the property.
  2. Ingress and egress, parking, loading and unloading, landscaping and open space utilization.
  3. Location and existing use of all properties within 100 feet of the land.
- Payment of \$50.00 Application Fee. ( Village Code Chapter 33- Fees)
- Payment of Reimbursable Development Cost Fee (See Appendix A) (Village Code Chapter 33- Fees)
- Any additional information required by the Building Inspector, Fire/EMS Chief or Zoning Administrator

Please type or print the following information:

Name of Business:	Three Oaks Health S.C.
Address of property of business:	480 Village Walk Ln Suite E+F
Parcel number:	
Name of petitioner:	James A Milford
Mailing address of petitioner:	480 Village Walk Ln Suite E+F
FEIN# of business:	81-3213954
Daytime phone number of petitioner	262 337 1068
Fax#	No fax
Email Address:	jam@threeoakshealthcare.com
Name of property owner	JPAL, LLC
Mailing address of property owner	NS658 Glacier Way Johnson Creek WI 53038
Daytime phone number of property owner	414 412 8400
Evening phone number of property owner	
Current zoning of property	Commercial
Type of business:	Family medicine clinic
Number of employees :	Full-time <u>5</u> , Part-time <u>0</u>
Date of anticipated opening:	1/3/2017
Proposed hours of operation	
Weekdays	<u>7</u> AM to <u>5</u> AM/PM
Saturday	<u>  </u> AM to <u>  </u> AM/PM
Sunday	<u>  </u> AM to <u>  </u> AM/PM
Sign Permit Application- (Web site)	<a href="http://www.johnsoncreek-wi.us">www.johnsoncreek-wi.us</a> Permits & Applications, Sign Permit Application

Call Building Inspector at 920-699-2295 for building inspection

Call Fire Department at 920-699-3456 for fire inspection

  
 \_\_\_\_\_  
 Signature of Petitioner  
10/13/16  
 Date of Signature

  
 \_\_\_\_\_  
 Signature of Owner  
10/13/16  
 Date of Signature

<b>For Office Use- Approved</b>	
Administrator: <u>KLE</u>	<u>10-19-16</u>
Initials	Date
Bldg Inspector	
Initials	Date
Fire/EMS Chief <u>JW</u>	<u>10/20/16</u>
Initials	Date
Fax Appl. to Police Dept - 699-2110 _____	
PCFEE 01-441.200, T3PC 05-441.200	
Sign Permit application received _____	
Res. # _____	
Sent to Associated Appraisal _____ date	

VILLAGE OF JOHNSON CREEK  
Zoning and Use Compliance Application

125 Depot Street, P.O. Box 238, Johnson Creek, WI 53038

- Please describe in full detail the operations, structure, function, and activities of the proposed business. (Business activities both on and off the premises)

\_\_\_\_\_ Please attach full detailed typed response \_\_\_\_\_  
\_\_\_\_\_

1. How is the proposed business plan (the use in general, independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the Village of Johnson Creek Comprehensive Plan, the Zoning Ordinance, and any other plan, program or ordinance adopted, or under consideration pursuant to official notice by the Village?

Three Oaks Health seeks to provide traditional family medicine to the citizens of Johnson Creek. Excellent healthcare is a needed service in order to have a stable & viable community.

2. How is the proposed business plan, in its specific location, in harmony with the purposed, goals, objectives, policies and standards of the Village of Johnson Creek Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the Village?

Three Oaks Health is fostering growth & employment within Johnson Creek and intends to partner with local businesses to maintain a healthy work force.

3. Does the proposed business plan, in its proposed location and as depicted on the required plot plan, result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the Village or other governmental agency having jurisdiction to guide development?

No

4. How does the proposed business plan maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

Three Oaks Health will be located within an already existing strip mall @ 480 Village Walk Lane. It is the intent of such a mall to bring this type of business into the area.

5. Is the proposed business plan located in an area that will be adequately served by and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?

Yes.

## Agreement for Reimbursable Services Petitioner/Applicant/Property Owner

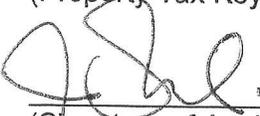
In accordance with Village Code- Chapter 250-138 the Village may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in its review of a proposal coming before the Plan Commission. The Village reserves the right to apply the charges for these services as well as for staff time expended in the administration, investigation and processing of applications to the Petitioner.

The Petitioner is required to provide the Village with an executed copy of this agreement as a prerequisite to the processing of the development application. The submittal of a development proposal application or petition shall be construed as an agreement to pay for such professional review services applicable to the proposal. The Village may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until such fees are paid by the Petitioner. The Property Owner acknowledges that review fees which are applied to a Petitioner, but which are not paid by such Petitioner, may be charged by the Village as an assessment against the subject property for current services provided the property.

Note: Consultant services (e.g. engineering, planning, surveying, legal, etc.) and Village administrative time may be charged in addition to the normal costs payable by the Applicant/Petitioner/Property Owner (e.g. application filing fees, permit fees, publication expenses, recording fees, impact fees, etc.)

Three Oaks Healthy S.C.  
(Project Name/Nature of Application)

Parcel # 14107150743006  
(Property Tax Key Numbers Involved in Project)

  
(Signature of Applicant/Petitioner)

10/13/16  
(Date)

  
(Signature of Property Owner)

10/15/16  
(Date)



## Village of Johnson Creek Memorandum

TO: Village Board

FROM: Joan

RE: Fire/EMS Capital Outlay Purchases Budgeted from GO Debt but no Resolution – recommendation transfer from Ambulance Assigned Funds

DATE: 11/10/2016

The Fire/EMS purchased the following items that were approved in the Capital Outlay coming from GO Debt. In order for anything to be paid by GO Debt, the purchase must be approved by Resolution, prior to purchase, stating this purchase will be paid from GO Debt or it cannot come from GO Debt. Resolutions approving the following items were not created so can not come from a GO Debt borrowing.

Fire/EMS  
Computers \$2,102.50  
Thermal imagery cameras \$6,693  
Radios/pagers \$4,110  
EMS – computers \$2,102.50

The Village Board had previously assigned \$4,814.84 under the Ambulance category when the Ambulance was in the General Fund. Since the Ambulance Fund has now gone back to the Fire/EMS Fund we recommend the transfer of the \$4,814.84 to the Fire/EMS Fund to close out the Ambulance assigned and put towards the above items purchased.

Meters and Radio Modules	\$17,500	Water Cash 02-100.001	02-000.000	900.100
	\$20,000			
	\$57,500			

SEWER DEPARTMENT				
ITEM DESCRIPTION	2016	FUND SOURCE	CODING	
Lawnmower (1/2)	\$4,000	Sewer Cash 3-100.001	03-000.000	900.100
Gate Valve - Main Lift Station	\$15,000	Sewer Equipment Replacement Fund 03-111.253	03-000.000	900.100
3/4 Ton Truck (1/2)	\$17,500	Sewer Equipment Replacement Fund 03-111.253	03-000.000	900.100
Collection System Cleaning	\$20,000	Sewer Equipment Replacement Fund 03-111.253	03-000.000	900.100
Skid Steer Loader	\$30,000	Sewer Equipment Replacement Fund 03-111.253	03-000.000	900.100
Submersible Pumps (2) - Main Lift Station	\$30,000	Sewer Equipment Replacement Fund 03-111.253	03-000.000	900.100
Waste Water Facility Plan	\$52,500	Sewer Cash Assigned Reserves 03-111.110	03-000.000	900.100
	<b>\$169,000</b>			

TID 2				
ITEM DESCRIPTION	2016	FUND SOURCE	CODING	
Webpage Upgrades (1/2)	\$15,000	TID # 2 Cash	04-543.100	530.100
	<b>\$15,000</b>			

TID 3				
ITEM DESCRIPTION	2016	FUND SOURCE	CODING	
Webpage Upgrades (1/2)	\$15,000	TID # 3 Cash	05-543.100	530.100
Paved Walking Trail	\$95,000	TID # 3 GO Debt	05-543.100	530.100
	<b>\$110,000</b>			

FIRE DEPARTMENT				
ITEM DESCRIPTION	2016	FUND SOURCE	CODING	
Computers	\$3,000	2015 GO Debt Issue	09-523.100	540.100
Thermal Imagery Cameras	\$10,000	2015 GO Debt Issue	09-523.100	540.100
Radio/Turnout Gear	\$15,000	2015 GO Debt Issue	09-523.100	540.100
	<b>\$28,000</b>			

AMBULANCE				
ITEM DESCRIPTION	2016	FUND SOURCE	CODING	
Computers	\$3,000	2015 GO Debt Issue	09-523.100	540.100
Equipment Replacement	\$5,000	2015 GO Debt Issue	09-523.100	540.100
Heart Monitors	\$60,000	2015 GO Debt Issue	09-523.100	540.100
	<b>\$68,000</b>			

UTILITIES SUBTOTAL \$226,500

GENERAL ASSIGNED FUNDS UPDATE				
Category	Balance	Remaining 2016 Expenditures	Projected Remainder	Description of Expenditures
Ambulance	\$4,814.84	\$0.00	\$4,814.84	
Community Center	\$0.00	\$10,000.00	-\$10,000.00	Tables & Chairs
CIS/Computers	\$4,682.41	\$24,500.00	-\$19,817.59	Software Upgrades/Community Survey/Equipment Replacement/Comprehensive Plan Update
DPW Projects	\$339.43	\$0.00	\$339.43	Blower-Crackfilling/Mower/
Municipal Building Repair	\$9,938.34	\$0.00	\$9,938.34	
Parks	\$18,087.71	\$0.00	\$18,087.71	
Police	-\$43,012.64	\$873.62	-\$43,886.26	Tactical Equipment/Computer & Dictaphone/Squad Car
Streets/St Light	-\$2,895.65	\$16,490.00	-\$19,385.65	Street Lighting Repair/Replacements/Street & Curb Painting
2014 Fund Balance	\$97,520.01	\$0.00	\$97,520.01	
Totals:	\$89,474.46	\$51,863.62	\$37,610.84	

FIRE/AMBULANCE ASSIGNED FUNDS UPDATE				
	Balance	Remaining 2016 Expenditures	Projected Remainder	Description of Expenditures
Fire/Ambulance Assigned Funds	\$10,233.14	\$0.00	\$10,233.14	2016 projects are budgeted to be GO Debt

\*The categories have a negative balance as the village board has not recategorized this year due to waiting on the borrowing.

9/19/2016 Updated

## RESOLUTION 10-16

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**PROFESSIONAL SERVICES AGREEMENT - MSA  
WASTEWATER FACILITY PLAN**

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THE VILLAGE BOARD OF THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN, DOES RESOLVE AS FOLLOWS:

**WHEREAS**, a wastewater facility plan was approved within the 2016 Capital Budget, and

**WHEREAS**, the scope of the facility plan is to update historical data, establishment of design conditions, evaluate condition and capacity of existing facilities, identification and evaluation of feasible alternatives, phosphorus compliance evaluation and final report and implementation, and

**WHEREAS**, the Committee of the Whole requested a professional services agreement from MSA to complete a wastewater facility plan within the 2016 budget, and

**WHEREAS**, MSA has provided a professional services agreement to provide a wastewater facility plan in the amount of \$49,000, and

**NOW THEREFORE BE IT RESOLVED**, the Committee of the Whole recommends that the Board of Trustees of the Village of Johnson Creek approve the professional services agreement with MSA to provide engineering services to complete a wastewater facility plan in the amount of \$49,000 funding to be paid from the Sewer Cash Assigned Reserves 03-111.110 to Capital Outlay 03-900.100, and

**BE IT FURTHER RESOLVED**, that the Village Administrator and Village Clerk/Treasurer has the authority to effectuate this resolution.

**PASSED AND ADOPTED** by the Village Board of Trustees this 22<sup>nd</sup> Day of February, 2016.

\_\_\_\_\_  
John L. Swisher, Village President

ATTEST:

\_\_\_\_\_  
Joan Dykstra, Clerk-Treasurer

**B-TEK ENTERPRISES, LLC  
MASTER SERVICE AGREEMENT  
TERMS AND CONDITIONS**

THIS MASTER SERVICE AGREEMENT is made and entered into this 24th day of October, 2016 between Village of Johnson Creek Village Hall, Police and Fire Departments ("CLIENT") and B-TEK ENTERPRISES, LLC, a Delaware corporation ("B-TEK ENTERPRISES"). This Agreement sets forth the general terms and conditions pursuant to which B-TEK ENTERPRISES will provide services to CLIENT. The specific engagement scope and pricing will be separately documented in the Engagement Letter(s)/Proposal(s)/Invoice(s) dated October 24, 2016, and any such additional Engagement Letter(s)/Proposal(s)/Invoice(s) as may be accepted by CLIENT from time to time hereafter.

1. Location. Services will be performed at sites established by CLIENT unless otherwise agreed to in the Engagement Letter(s)/Proposal(s)/Invoice(s).

2. Rights of Title. All reports, workpapers, programs, manuals, discs, tapes, listings and any other material prepared solely under this Agreement by B-TEK ENTERPRISES' employees shall belong exclusively to CLIENT. CLIENT shall have the right to obtain from B-TEK ENTERPRISES and/or B-TEK ENTERPRISES' employees, and to hold in CLIENT's name all copyrights, trademark registrations, patents or whatever protection CLIENT may deem appropriate to the subject matter. B-TEK ENTERPRISES agrees to give CLIENT reasonable assistance, at CLIENT's expense, required to protect the rights defined in this paragraph. All reports, workpapers, programs, manuals, discs, tapes, listings and any other material prepared solely under this Agreement by B-TEK ENTERPRISES' employees is intended solely for the use of CLIENT's internal management and is not intended to be and should not be used by any other parties without the prior written consent of B-TEK ENTERPRISES. Notwithstanding the foregoing, CLIENT acknowledges that B-TEK ENTERPRISES has the right to maintain for its own record keeping purposes a copy of all reports, workpapers, programs, manuals, discs, tapes, listings and any other material prepared under this Agreement by B-TEK ENTERPRISES' employees.

3. Termination. Unless otherwise provided for in the Engagement Letter(s)/Proposal(s)/Invoice(s), either party may terminate this Agreement for any reason upon two weeks notice. Upon termination, CLIENT shall pay B-TEK ENTERPRISES' final invoice for all amounts due under the terms of section 4 below. In the event of termination of this Agreement for any reason, the obligations of the parties under Sections 2 (Rights of Title), 8 (Mutual indemnification), 10 (Limitation of Liability), 11 (Confidential Information), 12 (Recruiting of Personnel) and 15 (Mediation) shall survive termination.

4. Payment. B-TEK ENTERPRISES shall be paid at the billable rates and/or fees set forth in each Engagement Letter(s)/Proposal(s)/Invoice(s). B-TEK ENTERPRISES shall coordinate its standard 45 hour work week for its professionals to take place within CLIENT's normal business hours, unless otherwise agreed in advance.

(a) B-TEK ENTERPRISES shall invoice CLIENT on a bi-weekly basis. Terms shall be net 15 days. All objections by CLIENT to an invoice must be made in writing to B-TEK ENTERPRISES within fourteen days after the date of the invoice. If no objections are received by B-TEK ENTERPRISES within such fourteen-day period, the invoice shall be deemed accepted by CLIENT.

(b) If payment has not been received as set forth herein, B-TEK ENTERPRISES reserves the right, in addition to any other rights it may have, to (i) suspend the services until such payment is made in full, (ii) charge interest on the amount past due at the lesser of 1.5% per month or the maximum allowed by law and (iii) invoice CLIENT for all costs of collection including reasonable attorney's fees.

5. Taxes. CLIENT shall be responsible for payment of all taxes (excluding B-TEK ENTERPRISES' own payroll and income taxes), if any, levied upon the services provided under this Agreement.

6. Insurance. B-TEK ENTERPRISES agrees to maintain the following insurance for its employees.

(a) Worker's compensation insurance covering all B-TEK ENTERPRISES employees;

(b) Employer's liability insurance;

(c) Comprehensive automobile liability insurance for combined bodily injury and property damage;

(d) Comprehensive general liability insurance for combined bodily injury and property damage; and

(e) Professional liability insurance.

B-TEK ENTERPRISES agrees to provide CLIENT with certificates of insurance upon request.

7. Independent Contractor Relationship. The parties understand and agree that the personnel assigned by B-TEK ENTERPRISES to CLIENT under this Agreement are B-TEK ENTERPRISES' employees or agents. Under no circumstances are such personnel to be considered CLIENT employees or agents. B-TEK ENTERPRISES shall perform its obligations under this Agreement as an independent contractor and not as an agent or joint venture partner of CLIENT.

8. Mutual Indemnification. B-TEK ENTERPRISES agrees to indemnify and hold harmless CLIENT for any injuries to persons or property caused by the negligent, intentional or willful acts of B-TEK ENTERPRISES' employees in connection with the performance of services under this Agreement. CLIENT agrees to indemnify and hold harmless B-TEK ENTERPRISES for

any injuries to persons or property caused by the negligent, intentional or willful acts of CLIENT's employees in connection with the performance of services under this Agreement.

9. Warranty. B-TEK ENTERPRISES warrants that the services will be performed in a workmanlike and professional manner by individuals who have skill and experience commensurate with the requirements of the services. Other than those contained in this section, B-TEK ENTERPRISES makes no other representations or warranties with respect to the services.

10. Limitation of Liability. CLIENT understands and agrees that B-TEK ENTERPRISES will not be liable for any punitive, incidental, consequential or indirect damages, and CLIENT hereby waives any right to seek such damages against B-TEK ENTERPRISES. CLIENT agrees that B-TEK ENTERPRISES' liability for any damages arising out of work performed pursuant to an Engagement Letter shall not exceed those charges paid to B-TEK ENTERPRISES by CLIENT for that engagement.

11. Confidential Information. Each party agrees that during and after the term of this Agreement it will keep secret and will not, without the prior written consent of the other, use or disclose to any third party any confidential or proprietary information relating to the business of the other party or that party's customers learned by such party or disclosed to such party in connection with this Agreement. The restrictions of this section 11 shall not apply to any information which (i) is or becomes generally available to the public other than as a result of a breach of this section 11 by the receiving party, (ii) was available to the receiving party on a nonconfidential basis prior to its disclosure under this Agreement or (iii) becomes available to the receiving party on a nonconfidential basis from a third party which was not itself bound by a confidentiality obligation and was free to disclose the information.

12. Recruiting of Personnel. The parties agree that they will not hire from each other any employees involved in an engagement hereunder for a period of one year following completion of the engagement.

13. Entire Agreement. This Agreement and the Engagement Letter(s)/Proposal(s)/Invoice(s) referred to, as well as any written amendments, shall constitute the entire agreement between the parties and supersedes all previous communications, representations, understandings, concurrent or subsequent purchase orders, and agreements, whether oral or written, between the parties or any officer or representative of the parties. CLIENT has not relied upon any representations other than those set forth in this Agreement and the Engagement Letter(s)/Proposal(s)/Invoice(s) referred to herein. In the event of a conflict in terms between this Agreement and the terms of any Engagement Letter(s)/Proposal(s)/Invoice(s), the terms of this Agreement control.

14. Amendments. No amendments or other variation to this Agreement shall be effective unless in writing and signed by an authorized person on behalf of each party.

15. Mediation. In the event of a controversy or claim arising out of or relating to this Agreement, or the breach of the same, the parties shall use their best efforts to mediate and settle the same through consultation and negotiation in good faith and a spirit of mutual cooperation.

16. Governing Law. The laws of the State of Wisconsin shall govern this Agreement. Both parties consent to the jurisdiction of the courts in the State of Wisconsin in the event of any litigation concerning this Agreement or the services provided in connection with this Agreement. No action arising out of this Agreement, regardless of the form, may be brought by either party more than one year after the cause of action has accrued.

17. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions of this Agreement shall remain in full force and effect.

18. Force Majeure. B-TEK ENTERPRISES and CLIENT shall not be liable for any failure to perform or delay in performance of its obligations under this Agreement or any Engagement Letter(s)/Proposal(s)/Invoice(s), resulting from the elements, acts of God or any other cause beyond the reasonable control of the party failing to perform.

19. Notices. Any notices required under this Agreement shall be in writing. Notices shall be delivered in person or sent by overnight courier or facsimile addressed to the addresses in the Engagement Letter(s)/Proposal(s)/Invoice(s). Notice shall be effective when sent by overnight courier or facsimile or upon delivery if delivered in person.

20. Signature. This Agreement is not binding upon B-TEK ENTERPRISES until it is signed by an authorized B-TEK ENTERPRISES corporate representative or B-TEK ENTERPRISES Managing Director.

For B-TEK ENTERPRISES, LLC

By 

Name Alicia Locke

Its Vice-President

For CLIENT

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

# **Proposal to Provide IT Services to Village of Johnson Creek Village Hall, Police and Fire Departments**

November 9, 2016





Village Board

Village of Johnson Creek Village Hall, Police and Fire Departments  
Johnson Creek, WI 53038

Village Board:

B-TEK Enterprises LLC ("B-TEK") is pleased to present Village of Johnson Creek Village Hall, Police and Fire Departments with this proposal for IT (Information Technology) services.

B-TEK Enterprises understands that Village of Johnson Creek Village Hall, Police and Fire Departments have a desire to use B-TEK Enterprises as Village of Johnson Creek's in house IT Services for their end users and remote user clients. This engagement is to be in the way of remote diagnostics and remote resolutions. This IT service could be conducted over the phone and or via remote control connection to the end user's equipment. This IT service would include but not be limited to, password resets, network connection issues, Internet connection issues, personnel printer connectivity issues, email access, file accessibility, and unresponsive application problems.

B-TEK will diagnose virus, spyware, and adware and attempt to clean or remove these nuisances. B-TEK will additionally re-image any Village of Johnson Creek Village Hall, Police and Fire Departments owned laptop or PC to as new status. B-TEK will make every effort to recover any work product from Village of Johnson Creek Village Hall, Police and Fire Departments owned Laptops or PCs prior to re-image. Turnaround time on repairs or re-imaged machines is usually less than a week from the time that B-TEK receives that machine and it is on its way back. New equipment will continue to be offered as decent value compared to anything on the market. Shipping of repaired or new equipment is Village of Johnson Creek Village Hall, Police and Fire Department's responsibility.

B-TEK will attempt to resolve network and Internet connection difficulties over the phone with the help of the end user. Analyze home wireless network connections as a best effort as B-TEK cannot know each end users infrastructure. Evaluate Internet connection concerns and confirm their functionality.



B-TEK will also maintain and update any of Village of Johnson Creek Village Hall, Police and Fire Department's network equipment, servers, email, operating systems, and applications as required by Village of Johnson Creek Village Hall, Police and Fire Departments. B-TEK will also provide recommendations on system upgrades. If B-TEK has the ability to provide competitive pricing for equipment and software.

The hours of availability of B-TEK's professionals will be 8 am to 6 pm Monday thru Friday. B-TEK's accessibility on Saturdays and after hours is for emergencies only. No support will be available after 9 pm or on Sundays. B-TEK will respond to each call within 2 hours and make best effort to resolve the issue or make arrangements to continue resolution at an arranged time convenient for both the user and B-TEK. B-TEK will provide a detailed account for each call including the amount of time spent on each incident. Excessive use of these services and or hours will be discussed with management in a timely manner. Inability to make dedicated response times will be discussed in a timely approach.

B-TEK will provide a designated phone number for the IT support. B-TEK will also accept email requests for IT support. B-TEK will use phone and email as a means of communication for IT support. Remote PC control application can be used as a troubleshooting and resolution tool.

Village of Johnson Creek Village Hall, Police and Fire Departments shall provide B-TEK Enterprises with the needed documentation in order to support the end users and remote user clients. The documentation should include but not limited to, user IDs and passwords, VPN client IDs and passwords. Village of Johnson Creek Village Hall, Police and Fire Departments will make available email addresses that B-TEK may need for communications. Village of Johnson Creek Village Hall, Police and Fire Departments will provide any tools used or documents used to reset passwords. Village of Johnson Creek Village Hall, Police and Fire Departments will also provide password strength requirements. Village of Johnson Creek Village Hall, Police and Fire Departments will provide any decryption software needed to decrypt any Village of Johnson Creek Police and Fire Departments owned laptop or PC. Village of Johnson Creek Village Hall, Police and Fire Departments will provide any software, and or software licensing that may be needed to resolve or re-image any company owned laptop or PC.

## **Timing**

This engagement is to commence immediately upon receipt of these signed documents and is subject to the ordering and receiving of the equipment and software. All equipment and software prices are approximate values due to the almost daily market fluctuations. This



engagement shall continue until a 30 day written notice is issued by either B-TEK Enterprises or Village of Johnson Creek Village Hall, Police and Fire Departments and received and accepted. Any delay or inability to complete this engagement do to any third party service or vendor is out of the control of B-TEK Enterprises; however, B-TEK Enterprises will expedite the speedy resolution to any delay and keep Village of Johnson Creek Village Hall, Police and Fire Departments advised of all unexpected issues.

## **Invoices**

B-TEK Enterprises' invoices are sent monthly and are due 30 days from the invoice date.

## **Change in Scope**

If the scope of our assistance changes based upon our findings or at your request, we will discuss the impact on the timing and fees with you before proceeding on this additional or reduced work. We will revise the payment schedule to reflect any scope changes. Requests to modify the scope are required to be communicated in writing and may affect the time and, as a result, the fees associated with this engagement.

## **Terms and Conditions**

This proposal is subject to the terms and conditions of the B-TEK Enterprises Master Service Agreement between Village of Johnson Creek Village Hall, Police and Fire Departments and B-TEK Enterprises dated November 9, 2016. Either party may terminate this agreement with a 30 day written notice.

During the terms of this arrangement, and for a period of one year after the termination of the arrangement, Village of Johnson Creek Village Hall, Police and Fire Departments and B-TEK Enterprises agree not to solicit, entice, hire, employ, or seek to employ, any employee of the other without the express written consent of the other. Notwithstanding, the foregoing shall not apply to general solicitations of employment not specifically directed towards employees of either of the Parties.

## **Fees**

B-TEK Enterprises, LLC prides its self on delivering only the highest quality of services. B-TEK Enterprises' hourly rate for its professionals is \$90 per/hr. This rate is determined by the industry



as common and ordinary rate charge. B-TEK bills in 15 minute increments with a minimum of 15 minutes. Engagement related expenses will be charged at cost in addition to our professional fees, but historically have not exceeded 15% of the total project costs. B-TEK Enterprises will bill all reasonable travel expenses at cost. Travel time to get our professionals to and from the work-site will be billed at one half actual time incurred.

### **Hazardous Material**

Disposal of old computer equipment can be performed on a time and material basis. Old computer equipment is to be considered "Hazardous Material" and must be treated as such. This disposal will be conducted in a secure manner to protect the confidentiality of all parties.

We are committed to earning your loyalty by providing excellent operating solutions to you and your team. Thank you in advance for considering this proposal.

Sincerely,

*Alicia Locke*

Alicia Locke  
Vice-President



### **Confidentiality Statement**

This proposal contains confidential material proprietary to B-TEK Enterprises LLC. The material, ideas and concepts contained herein are to be used exclusively to evaluate the capabilities of B-TEK to provide assistance Village of Johnson Creek Village Hall, Police and Fire Departments. This information and the ideas herein may not be disclosed to anyone outside Village of Johnson Creek Village Hall, Police and Fire Departments or be used for purposes other than the evaluation of B-TEK capabilities. In the event that Village of Johnson Creek Village Hall, Police and Fire Departments does not select B-TEK Enterprises as its supplier, we kindly request that you return each hard copy of this proposal, and out of professional courtesy neither retain nor make additional soft or hard copies.



## Acceptance

We appreciate the opportunity to be of service to Village of Johnson Creek and are looking forward to working with you on this most important initiative. So that we may schedule our professionals for this assignment, please sign the acceptance below and return to my attention at:

Alicia Locke  
B-TEK Enterprises, LLC  
8416 Camelot Trace  
Sturtevant, WI 53177

Should you have any questions regarding our proposed assistance, please do not hesitate to contact me directly at 414.416.2527.

I hereby accept the terms of this proposal (dated November 9, 2016) and authorize B-TEK Enterprises, LLC to act on behalf of Village of Johnson Creek to execute the objectives of this proposal upon acceptance of the proposal.

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

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

# Estimate

731 Stow Street  
Horicon Wisconsin 53032

Date	Estimate #
10/28/2016	12016

<b>Name / Address</b>
Village Of Johnson Creek PO Box 238 Johnson Creek, WI 53038

<b>Ship To</b>
Village Of Johnson Creek 125 Depot Street Johnson Creek, WI 53038

<b>Project</b>

Item	Description	Qty	Cost	Total
102 Trip Charge	Trip Charge	1	55.00	55.00T
100 Telephone Se...	Telephone Service/diagnosis of data failures	2.75	87.00	239.25T
A8-AW900XTRP	900 MHz wireless Ethernet link 10/100 qty 2 transceivers	1	1,795.00	1,795.00T
100 Telephone Se...	Telephone Service/ installation of new wireless transceivers.	12	87.00	1,044.00T
Misc Cable	Misc Cable, direct burial cat 6 cable with 18-2 power for transceiver at sign side, conduit and sonotube with quikcreate.	1	425.00	425.00T
box-12x12x6.	Outdoor Box for cables at Sign with cable fittings	1	48.69	48.69T

<b>Subtotal</b>	\$3,606.94
<b>Sales Tax (0.00)</b>	\$0.00
<b>Total</b>	\$3,606.94

<b>Phone #</b>	<b>Fax #</b>
262-644-6089	262-644-0663

<b>Web Site</b>
<a href="http://www.irais.com">http\\www.irais.com</a>

## Laura Canales

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**From:** Nummerdor, Don <donn@signeffectz.com>  
**Sent:** Wednesday, November 09, 2016 3:52 PM  
**To:** Laura Canales  
**Subject:** RE: Johnson Creek Electronic Sign - quote

Laura, I talked to the manufacturer and have a little better knowledge of what sign you have on site. This sign is still being supported and parts are available. After describing what I know of the current issue it seems you could have one or a combination of problems. I think you said that the computer that is communicating to the sign may have been changed, the set up of the communication may not have been done right which renders it useless until programmed correctly. I am not sure you said if you had the software in the computer or not, this can be downloaded and registered from the manufacturers website when we have a ech there. The manufacturer can log into your computer and run diagnostics remotely to determine what your problem may be. This works best when my tech is there so if needed he can go out to the sign and adjust or check things there.

At this time I would recommend to have our service tech come out and spend a little time both in the sign but mostly on your computer and communication set up. I think we can fix this sign so you have more years out of it. It does not pay to buy a new one yet as this one is only 6 yrs old. A new sign could easily run another \$20,000

Our rates are \$88/hr plus materials. Once we spend a little time on this we can give you a quote on any future parts that would be needed and approximate time.

Since we are coming from Milwaukee I would guess with travel we would have 4-6 hrs in this trip, could be more depending on what he is finding.

If parts need to be ordered it will go through my office and there would be a second trip.

Call me to discuss.

Don Nummerdor  
Account Manager  
Sign Effectz Inc.  
1827 W. Glendale Av.  
Milwaukee WI 53209  
P. 414-312-6985  
C. 414-507-3156  
[www.signeffectz.com](http://www.signeffectz.com)

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**From:** Laura Canales [<mailto:laurac@johnsoncreekwi.org>]  
**Sent:** Wednesday, November 09, 2016 8:31 AM  
**To:** Nummerdor, Don  
**Subject:** Johnson Creek Electronic Sign - quote

Hi,

If you have a chance could you give us a quote on repair of the Hwy 26 electronic sign. Sign is located in Johnson Creek on Hwy 26 going South, it is before the Hwy 26 and Hwy B intersection.

If you have any questions let me know!

# JOHNSON CREEK HISTORICAL SOCIETY

RECEIVED

NOV - 3 2016

Crossroads With A Future... And A Past...  
PO Box 113 Johnson Creek, Wi. 53038

Nov. 3, 2016

Dear Johnson Creek Business Owner:

On Saturday, Dec. 3 the Johnson Creek Historical Society will host its 11<sup>th</sup> annual Children's Festival from 9:30-12:30 at the Community Center in Fireman's Park. Planned for about 175 children plus their parents, this event features a visit from Santa, 10:30-11:30, a horse drawn wagon hayride around the Village, caroling, face painting, 5 make and take crafts, and a light lunch of hotdogs, hot cocoa, and popcorn.

As you know events, like the Children's Festival, cost money. In the past, the village has donated the horse and wagon hayride, that was a cost of \$350.00 and was very enjoyable for the families. This letter is a request for a donation to sponsor this event again, as last year and to ask to have the fees waived for the use of the community center and it's cleaning. This is a community service event that we host and make no profit from. Please forward you donation to the: Children's Festival

Johnson Creek Historical Society

PO Box 113

Johnson Creek, Wi. 53038

Donations received by Dec. 5 will be acknowledged on the poster.

Thank you,

Johnson Creek Historical Society

APPROX. 65 YRS AGO JUNE VOGEL AND CORA  
OLSZEWSKI DECIDED TO SET UP A FREE  
CHRISTMAS DINNER FOR THE COMMUNITY  
AND SURROUNDING TOWNS. I TOOK THIS OVER  
6 YRS AGO AS CORA & JUNE WERE IN POOR HEALTH  
I HAVE HONORED THEM EVERY YEAR SINCE BY  
CONTINUING THIS TRADITION. DUE TO CIRCUM-  
STANCES BEYOND MY CONTROL & AM NO LONGER  
ABLE TO HAVE THIS AT THE AMERICA LEGION  
POST 305 (THIS IS NOT A LEGION EVENT THEY JUST  
DONATED THE BUILDING) THIS IS AN ABSOLUTEY  
FREE EVENT INCLUDING DELIVERY. I HAVE MANY  
DONATIONS & LOTS OF VOLUNTEERS HELPING ME.

I AM ASKING THE VILLIAGE TO DONATE THE  
COMMUNITY CENTER FOR THAT DAY. I WOULD NEED  
TO HAVE IT FROM 6AM TO PROBABLY 4PM.  
IF POSSIBLE MAYBE DOING SOME SET UP ON  
THE 24<sup>TH</sup>. WITH YOUR HELP, I WILL BE ABLE  
TO CONTINUE A TRADITION STARTED BY TWO  
WONDERFUL LADIES, WHO'S ONLY GOAL WAS TO  
HELP THOSE UNABLE TO HAVE A NICE CHRISTMAS  
MEAL & SHARE SOME GOOD CHEER! <sup>THANK YOU!</sup>  
REGINA HOFFMANN

# The JC Christmas Dinner

Friday, December 25<sup>th</sup> 2015

Johnson Creek  
American Legion Post 305  
(223 First Street)

Serving 11:00 am - 1:30 pm

Turkey, Ham & all the Holiday Trimmings  
Milk & Coffee included  
(All at no charge, donations accepted)

Doors open at 10:00 am  
(Cash Bar Available)

Free Delivery & Carry-out reservations available:  
Due by Friday, December 18<sup>th</sup>

Contact Regina Hohmann @  
920-728-2935 or 920-699-4760  
(Leave a message & your call will be returned)

To: Johnson Creek Village Administration

From: John Hartwig (aka John Jr.) on behalf of the JC Riders Snowmobile Club

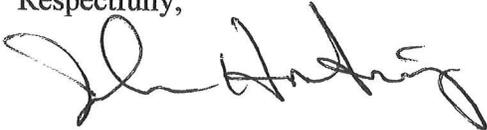
Date: November 9, 2016

On behalf of the JC Riders Snowmobile Club, we would like to request permission to have snowmobile trail access through the village of Johnson Creek during the 2016-2017 winter riding season. For your convenience, we've provided a copy of the proposed trail route along with a new updated Jefferson County Snowmobile Trail map.

We appreciate your past support and hope we can collectively work together again this riding season.

If you have questions/concerns, please contact me at 699-3180 or Lee Keeser (JC Riders Club President) at 920-988-4505.

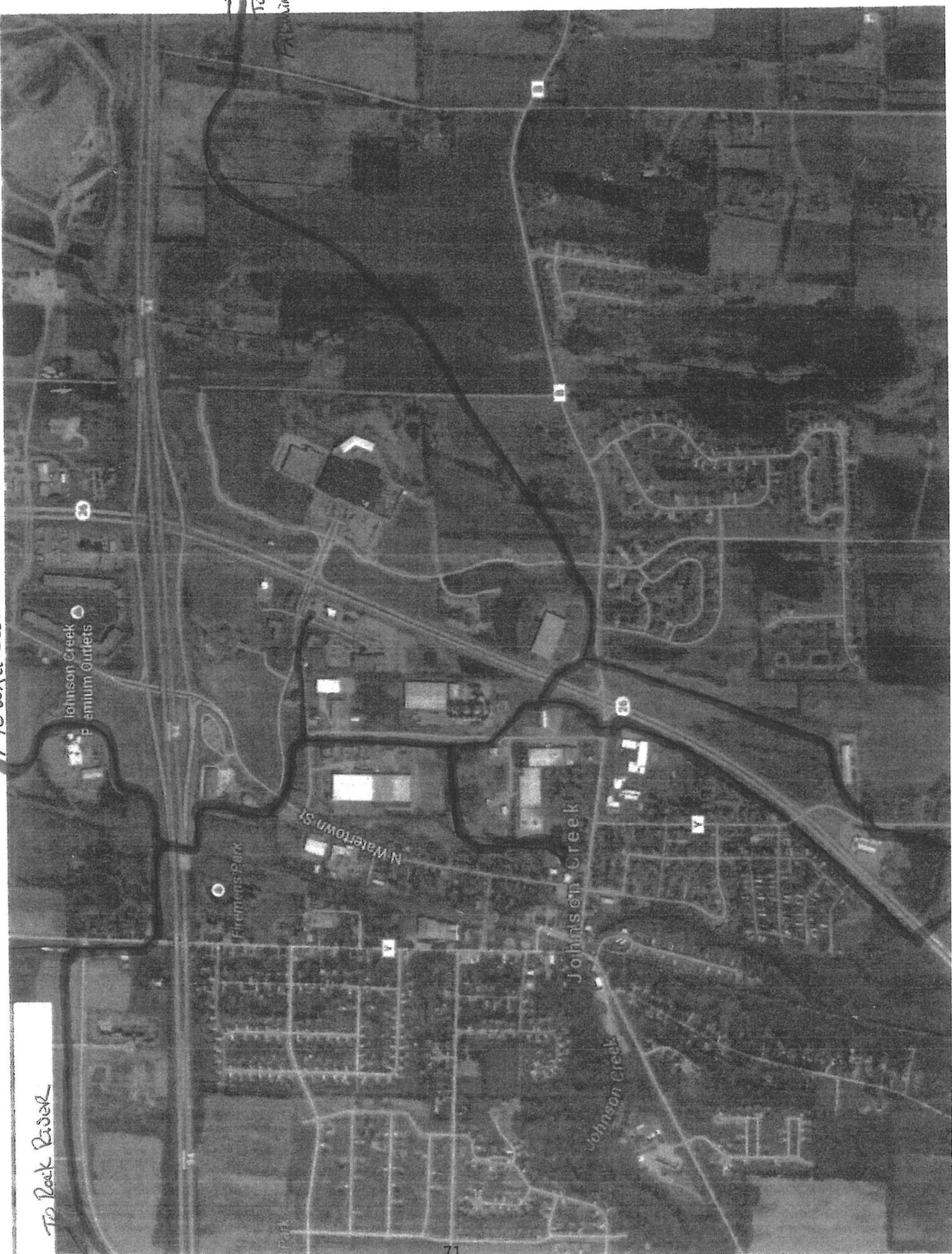
Respectfully,

A handwritten signature in black ink, appearing to read "John Hartwig". The signature is fluid and cursive, with a large initial "J" and "H".

John Hartwig (aka John Jr.)

To Waterstown

To Rock River



# VILLAGE OF JOHNSON CREEK ADDRESSES

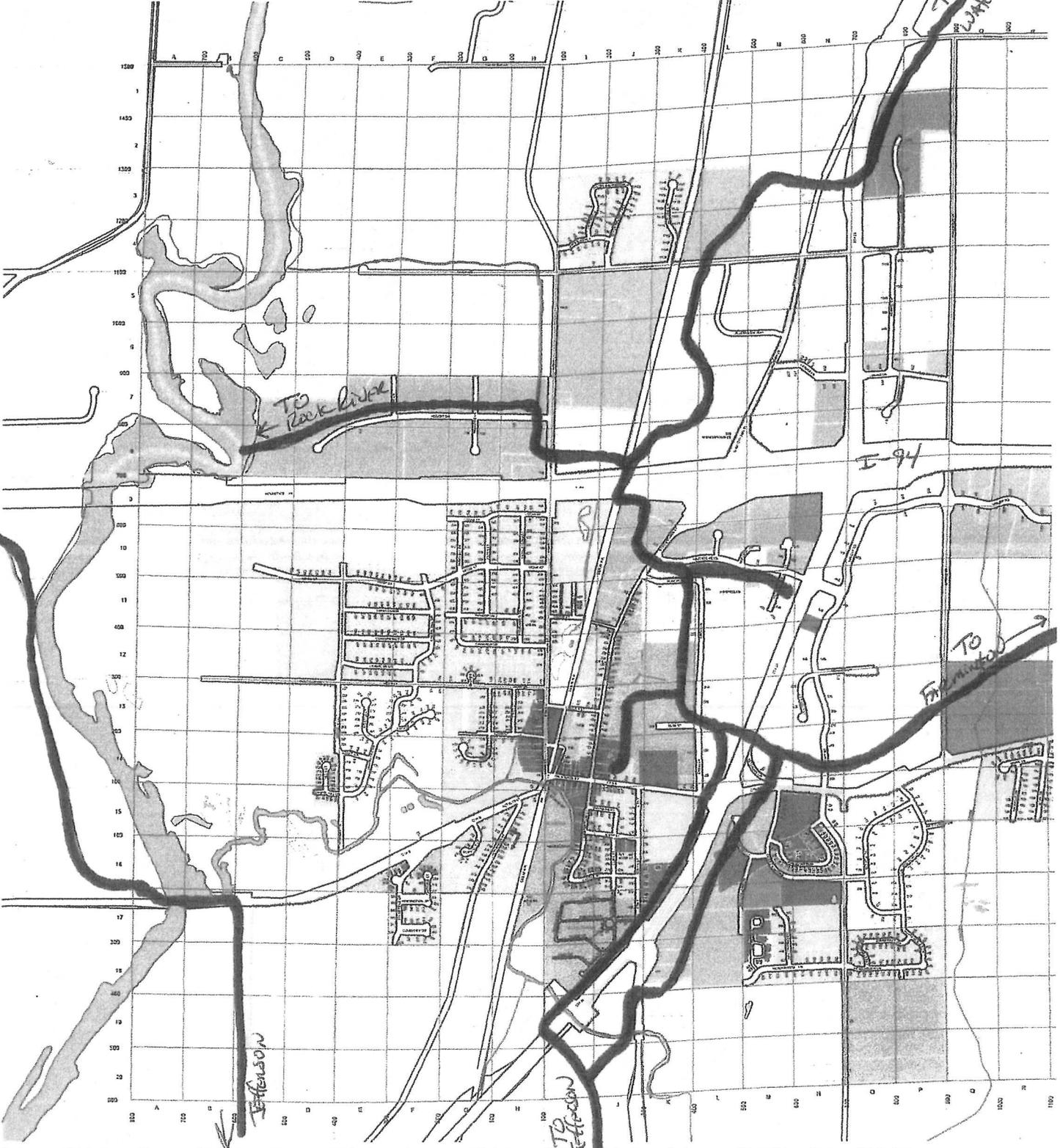
11 m. 6 rd

TO WATERTOWN

TO ROCK LAKE

E-91

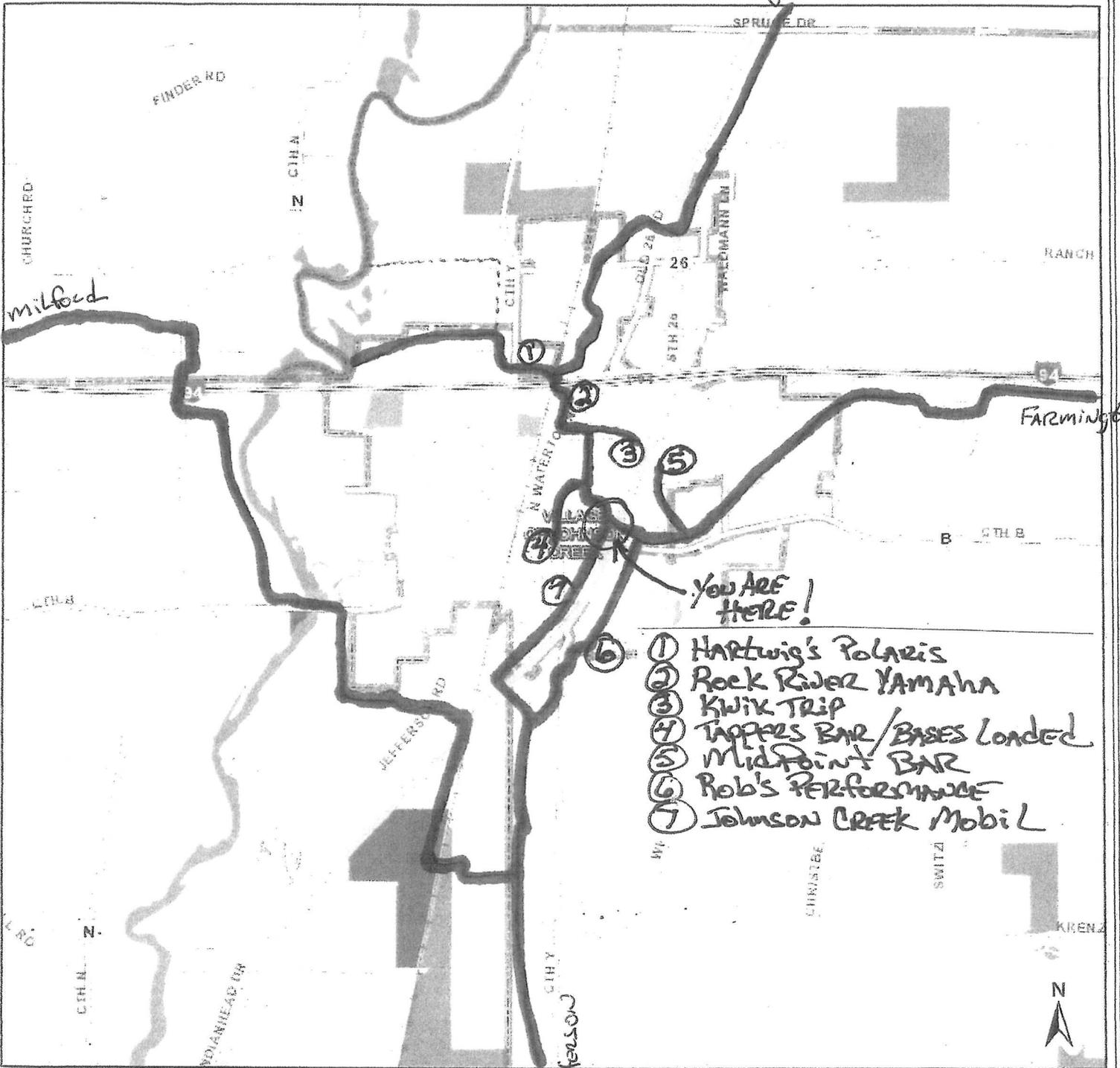
TO



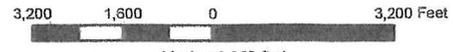
Street	Grid	Location	Street	Grid	Location	Street	Grid	Location	Street	Grid	Location	Street	Grid	Location	Street	Grid	Location		
Abbey Ln	E	14	Caro St	J	15-16	Hickory Ln	J	3-4	Meranda Ln	NO	12-13	Rommel Dr	2-7	Turnberry Ct	Grid	Location	MR-10 U		
Anderson St	KJ	17	Coweney Cr	F	17	Highland Blvd	H	2-11	Michelle Dr	BT	14-15	Revel Dr	7-8	Turner St	HJ	7-14		PB Plans	
Ashland St	J	11	Crestwood Dr	O	18	Hilary Cr	M	10	Widge St	CH	10-11	Rye Dr	5	Veterans Dr	M	14		NB Neig	
Aspen St	G	9-11	Crossroads Way	L-18	5-6	Hillside Cir	G	12	Mitchel Cir	M	17	Sanjour Cr	G	14	Villa Ct	D	14		GB Gen
Astrakhan St	EH	14-15	Deer Crossing	MH	15-16	Hortons Glen Ln	P	15-18	Milwaukee St	HL	14-15	Sanzoga Dr	GF	11	Village Walk Ln	TE	10-11		CB Cent
Barnack Ln	PH	1	Deput St	I	14	104	A-T	9	Nature Pl	F	13	Seneca Pl	G	15-16	Watkinson Ln	PO	1-9		NO Neig
Black Walnut Pass	J	3-4	Doctors Ct	N	13	Jefferson St	O-H	15-16	N Francis St	I	17	Shepherd St	J-I	15	N Watertown St	SL	5-12		
Bokcat Ln	KL	11	Edson St	GH	13	Kemington Cr	F	17	Paradise Ln	G	7-8	South St	J	15-17	W Watertown St	I	15-16		
Bonafide Ln	BD	12-13	Elise St	K	13	Lincoln St	I	13	Park St	J	17	Spring Ln	NO	9-14	Wendy Ln	IJ	15-18		
Bond St	IJ	17	Frost St	H	13	Lincoln Ln	M-P	7	Parkview Dr	CH	5-12	StH 20	HO	1-20	West St	GH	12-13		
Card St	IJ	17-18	Glover Ln	OP	7-8	Maple St	KJ	11	Phasant Run	MH	15-16	Steeple Ct	E	13-14	Whispering Way	SH	17-18		
Cedar St	GH	9	Gosback Ln	DAE	10-18	Mary Ln	H-S	14-15	Pioneer Dr	GH	11	Stonfield Cr	F	15-17	Wild Turkey Ln	P	18		
Champion Dr	EH	12	Green Arch Ln	I-J	4	Mary Dr	R-S	14-15	Clark Meadows Ln	SH	17-18	Summeret Dr	DP	18	Williams Cr	G	13		
Chapel Hill Dr	DF	10-15	Greif Ln	L	11-15	Mary St	L	18	Rainbow Ln	E	7	Swamp St	KJ	15	Wood Duck Tr	P	18		
Clarke St	IJ	15	Harbig Blvd	K-N	10-11	Meadow Dale Dr	L-M	16-17	Red Fox Dr	OP	15-17	Tansdale Ct	F	15	Woodland Preserve	IJ	3		
Consequency Dr	EH	12	Harbig Cr	L-11	10	Meadowview Ln	M-P	18	Red Oak Cr	K	3-4	Terrace Ct	J	17	Woodrow Ln	I	15		

**Village of Johnson Creek Zoning**

- SR-2 Single Family
- SR-3 Single Family (Low Density)
- SR-4 Single Family (Medium Density)
- TR-6 Two-Family
- MR-8 Multi-Family (High Density)
- MR-10 U
- PB Plans
- NB Neig
- GB Gen
- CB Cent
- NO Neig



- ① Hartwig's Polaris
- ② Rock River Yamaha
- ③ Kwik Trip
- ④ Tappers Bar/Bases Loaded
- ⑤ MidPoint Bar
- ⑥ Rob's Performance
- ⑦ Johnson Creek Mobil



Jefferson County Geographic Information System

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.

Printed on: October 30, 2014

Author:

RECEIVED

NOV 2 2016



W6127 Kiesling Road  
Jefferson, WI 53549

Phone: (920) 674-2048  
Fax: (920) 674-9176  
Email: shelter@hsjc-wis.com

*Bringing people and animals together since 1922*

October 20, 2016

Ms. Joan Dykstra, Village Clerk  
Village of Johnson Creek  
P.O. Box 238  
Johnson Creek, WI. 53038

Dear Joan,

It's contract renewal time again and I wanted to get letters out early as I know that we are all doing our budgeting for 2017. I have met with the Board of Directors and we have discussed animal control rate increases for the upcoming year.

Your contract amount for 2017 will be \$7537.81 or \$628.15 per month. You did not see an increase in your rate this year as I am still trying to "level the field" for all the municipalities. Any increase in rate is due to population increase in the Village.

Please sign both copies and return one to us at your earliest convenience. I am enclosing a self-addressed stamped envelope to make things even easier!

It is our strong desire to maintain the level of service we provide as well as maintaining relationships with the municipalities that we serve. We want to continue to be your animal control provider for years to come.

If you have any questions, please feel free to give me a call at the above number.

Thanks!

*Lisa*  
Lisa

RECEIVED

NOV 2 2016

THE HUMANE SOCIETY OF JEFFERSON COUNTY, INC.  
W6127 Kiesling Road, Jefferson, WI. 53549  
(920) 674-2048 Fax (920) 674-9176

**Small Animal Collection Contract**

THIS CONTRACT, made and entered into by and between the **Village of Johnson Creek**, a municipal corporation, organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter called First Party, and the Humane Society of Jefferson County, Inc., a private non-profit corporation, with its principal place of business in Jefferson County, Wisconsin, hereinafter called the Second Party, WITNESSETH:

In consideration of this contract, First Party agrees to allow Second Party to retain all boarding fees and to pay **\$628.15** monthly to the Second Party to collect, impound, process, and dispose of all dogs and cats unlawfully at large in the **Village of Johnson Creek**. The payment to be made by the First Party shall be computed upon the basis of the population of said city as established by the Federal Census of 2010 or most current estimate at the rate of \$2.57 (Two dollars and fifty-seven cents) for each person living within such area. The population of the **Village of Johnson Creek** based on most current estimate, is 2933.

Second Party in connection herewith specifically agrees to perform the following services:

1. The Second Party will furnish and maintain facilities and equipment adequate for the housing, shelter, care and disposal of all dogs and cats unlawfully at large, and to impound them under and pursuant to Wisconsin Statutes and ordinances of the **Village of Johnson Creek** now existing or as hereafter amended, the object being to impound such stray dogs and cats and to return to the rightful owner or place in a new home or euthanize same under the ordinances of the First Party. **Animals other than dogs and cats will be boarded for the required holding period and if not redeemed and reimbursed by the owner, the cost of caring for said animal shall be billed to the municipality.**
2. The Second Party will impound and keep such animals above referred to until otherwise disposed of in accordance with Wisconsin Statutes and the ordinances of the First Party, now in force, or as hereafter amended during the term covered by this contract, and will employ and pay competent persons to perform and will collect, take, keep and dispose of all dogs and cats tendered to it by or from any department of the First Party. Such animals will be received or picked up on a

*It is the mission of the Humane Society of Jefferson County to care and provide for the lost, homeless, neglected and abused animals of Jefferson County, help place them in forever homes, and work to inspire kinder and more humane communities.*

9. Second Party shall have the right to retain any all voluntary contributions received by it in connection with the collection and disposal of animals under the contract and shall further have the right to dispose of such animals as provided for by Wisconsin Statutes and the ordinances of the First Party.

10. In addition thereto, Second Party shall report monthly to the First Party by giving a complete record of all the animals handled by Second Party for the First Party.

IN WITNESS WHEREOF By: \_\_\_\_\_ Day  
of \_\_\_\_\_, 2016. Mayor the parties have executed this agreement

Or by: \_\_\_\_\_ Mayor

Or by: \_\_\_\_\_ Chairman

ATTEST: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Treasurer

THE HUMANE SOCIETY OF JEFFERSON COUNTY, INC.

By:  Executive Director

By:  Board President

twenty- four-hour basis, seven days a week. For purposes of redemption of stray dogs and cats, the Animal Shelter shall be open at least thirty hours per week.

3. Second Party will wholly cooperate with First Party and any and all departments of the First Party in performance and observance of the ordinances of the First Party and Wisconsin Statutes.

4. Second Party will cooperate with any duly elected or appointed official of the First Party in the prosecution of violations of any ordinance of the First Party in the prosecution of violations of any ordinance of the First Party or Wisconsin Statutes, with respect to dogs or cats. Second Party agrees to maintain telephone answering services and provide two-way communication with at least one animal control vehicle. Second Party agrees to provide First Party with the names and addresses of owners redeeming stray pets after all legal obligations have been met pursuant to ordinances of the First Party.

5. The term of this contract shall be for a period of twelve months starting on January 1, 2017 and ending on December 31, 2017.

6. This contract shall be in force and effect, and binding upon the parties hereto, when legally executed by the First Party by resolution approved by the Village of the First Party, and when executed by the Second Party by its proper officers as provided by the Second Party by its proper officers as provided by law.

7. Second Party agrees to impound any stray dog or cat that is suspect in a bite case, for a ten-day observation period as required by Jefferson County Ordinance 24.

8. Second Party agrees to carry liability insurance which shall save harmless the First Party and protect the public and any person from any and all claims for damages by reason of bodily injury or property damage arising from the activities by the Second Party under the terms of this contract. Upon approval of this contract by the Village Council the Second Party shall furnish the First Party with proper affidavits executed by representatives of insurance companies qualified to do business in Wisconsin, evidencing that said insurance company or companies have issued liability insurance policies effective during the life of this contract, protecting the public and any person from injuries or damage sustained by reason of the carrying out of the activities under this agreement. The affidavit shall specifically evidence the following forms of insurance protection:

- a. Public liability insurance covering all activities and operations performed by the persons directly employed by the Second Party.
- b. Bodily injury liability insurance and property damage liability insurance on any and all motor vehicles employed in the activities and operation of the Second Party under this agreement, whether owned by the Second Party or by other persons, firms, or corporation.



PROFESSIONAL SERVICES

More Ideas. Better Solutions.®

**POST RESTORATION  
LIST OF ITEMS TO BE CORRECTED OR COMPLETED**

**Project:** Centennial Park Parking Lot  
Village of Johnson Creek  
Project Number: 05114032

**Contractor:** D.F. Tomasini Contractors, Inc.  
N70 W25176 Indian Grass Lane  
Sussex, WI. 53089

**Project Visit Date:** November 4, 2016

**Issue Date:** November 7, 2016

*This list of items to be completed or corrected itemizes observed portions of the installation of workmanship and/or material items that fail to meet the intent of the contract documents. The work shall be considered finally complete only when all of the noted items have been corrected and/or completed. This list of items to be completed or corrected shall not be construed as having any other purpose but to notify the contractor of visible deviations from the contract documents that were observed on the date noted. Omissions or unnoted items do not relieve the contractor from his or her responsibility to complete all work in accordance with the contract documents.*

**MISC.:**

1. Complete installation of light poles.
2. Currently poles are not plumb, contractor to verify poles are plumb, shim as necessary.
3. (1) light pole on south side of p-lot has bolt sheared off, advice on how to repair.
4. Install concrete parking stops per plan sheet ST 4.
5. Parking lot striping needs adjustment to accommodate stall widths per plan. All stall widths excluding H.C. stalls to be nine foot minimum, south stalls do not meet this criteria.
6. Reinstall existing signs, "Dumping Prohibited" and "No Vehicles on Grass".

**RESTORATION:**

1. Complete fine grading, removing all stone and debris from topsoil.
2. Complete seed, fertilize, and crimped in mulch or matting. Dormant seeding is expected, restoration will be inspected again in the spring of 2017.
3. Remove wood pieces by hydrant.

**LIST OF ITEMS TO BE CORRECTED OR COMPLETED**

Project Name: Centennial Park Parking Lot

Project Number: 05114032

Issue Date: November 4, 2016

4. Complete bio filter in spring 2017, this will include removal of material silted in and replacement of sand and/or engineered soil as deemed necessary for proper function of the filter, place plantings per sheet G 4.
5. Adjust cleanout 6 – 8 inches above finished grade per sheet G 4.

**TRASH ENCLOSURE:**

1. Complete trash enclosure. Currently posts are cut at different heights, corners are not joined, screws missing, and gate is not installed. Quality workmanship is expected.

If you have any questions or concerns, please feel free to contact me.

MSA Professional Services, Inc.

# DAN LARSEN LANDSCAPING, INC.

289 Huntington Drive  
Cedarburg, Wisconsin 53012  
(262)375-6106 Office & Fax  
(262)677-3570 Field  
(414)378-4201 Cell

## PROPOSAL

11/10/16

Village of Johnson Creek  
125 Depot Street  
Johnson Creek, Wisconsin 53038

Recycle Center – remove stakes, remove weeds and spray,  
spread mulch supplied by Johnson Creek \$2,500.00

Street Trees – Prune trees away from sidewalks and streets,  
remove suckers and dead wood, dump chips  
and brush at Recycle Center  
3 man crew with brush chipper  
40 to 50 hours @ \$150.00 per hour

Thank you for giving us the opportunity to quote on your requirements!