

VILLAGE OF JOHNSON CREEK
 MEETING NOTICE
 125 Depot Street, Johnson Creek, WI

Agenda

COMMITTEE OF THE WHOLE

October 12, 2015

Village Hall

5:30 p.m. or immediately following the Plan Commission meeting

1. Call to order - roll call
2. Statement of Public Notice
3. Approve September 14th Committee of the Whole and Special Committee of the Whole meeting minutes of September 28th – *pgs 1-6*
4. Minutes of Village Board Meeting of September 28th, 2015 – *For Information Only - pgs 7-11*

Items Noticed for Discussion and Recommendation:

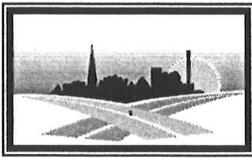
5. Letter of Vacation – Lake Country Wood Shoppe – 234 Union Street – *pgs 12-13*
6. Speed Survey Update – N. Watertown Street – *pgs 14-15*
7. Memorandum – Chief Bleecker - N. Watertown Street - Enforcement Exceptions to No Parking – *pg 16*
8. Memorandum – Chief Bleecker –Marijuana Ordinance - *pg 17*
9. Authorization for Revocation of Class B Beer and Liquor License - d/b/a Bases Loaded – 210 Milwaukee Street
10. Room Tax Updates – *pgs 18-20*
11. Renewal – John’s Disposal Contract – Resolution - *pgs 21-26*
12. Mutual Cooperation Agreement Under The National Affordable Housing Act –Home Consortium – Resolution - *pgs 27-38*
13. 911 Joint Powers Agreement – Resolution - *pgs 39-40*
14. 2015/2016 Snowmobile Trails – Resolution - *pgs 41-44*
15. Removal of Tree on Village Property behind 115 Sanctuary Court - *pgs 45-46*
16. Encroachments on Village property – Sanctuary Court – *pgs 47-50*
17. Non-Disclosure Agreement – Jefferson County Economic Development Consortium – *pgs 51-54*
18. Committee of the Whole – Meeting Times
19. 2016 Village Budget
20. Adjourn

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.

<i>Agenda Posting Information</i>	
Date	
Time	a.m. / p.m.
Initials	

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President Swisher called the Committee of the Whole meeting to order at 5:31 p.m.

In attendance: President John L. Swisher, Trustees: Fred Albertz, Randy Bieri, Tim Semo, Donald Smith, Dale Theder and Kelly Wollschlager. Also in attendance: Administrator Mark Johnsrud, Library Director Luci Bledsoe, Fire Chief Jim Wolf, Police Chief Gary Bleecker, MSA Engineer Ben Zeier, Attorney James Hammes and Clerk-Treasurer Joan Dykstra.

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

Approve August 10, 2015 Committee of the Whole and Special Committee of the Whole Meeting minutes of August 31st and September 9th

A Semo/Theder motion carried to approve August 10th Committee of the Whole and Special Committee of the Whole meeting minutes of August 31st and September 9th.

Minutes of Village Board Meeting of August 24, 2015 – For Information Only

A Bier/Wollschlager motion carried to open a public hearing at 5:35 p.m.

Steve Wollin of 109 Villa Court asked about the purchase of the lawn mower for the water and sewer if they have a trailer to move the mower and would the mower be used only for water and sewer? Also in the Capital Budget is a different truck and asked if the existing plow would fit the new truck, and if this new vehicle is used to read meters and was the additional gas expense included in the decision. Wollin also questioned the skid loader, new blower at compost site and if there would be enough time to use this equipment and if we should hire our own engineer or have an Administrator/Engineer. He also questioned the wing mower and mowing hours, and if the mowing could be done by someone retired.

A Smith/Semo motion carried to close the public hearing at 5:39 p.m.

Items Noticed for Discussion and Recommendation:

Presentation MSA – Well # 4

Ben Zeier of MSA presented the Well 4 testing results and what the next steps are and a couple options to proceed. The spinner testing on June 10th, 2015 did not show any distinct water producing zones. After the spinner testing, Well 4 was purged prior to collecting water quality samples. The next step included packer testing to determine if portions of Well 4 could be isolated to potentially improve water quality. The packer tests indicated that available water was above the needed 325 gpm, however, the resulting combined radium concentrations for purging the well and two packer tests were above the maximum contaminant level (MCL) of 5 pCi/L. This indicates that for Well 4 to be utilized as a water source in the Village, treatment would need to be installed and utilized to lower the combined radium concentration and the slightly elevated iron concentration (aesthetic limit 0.30 mg/l)

The Village should consider their next step(s) regarding Well 4 as DNR will need to be notified prior to the extended well abandonment agreement expiration on October 29, 2015. The Village should also work with DNR to sign a new extended well abandonment agreement prior to the existing agreement expiration. The two options available to provide the Village with an additional water source are:

1. Construction of a water treatment plant for radium removal at Well 4 has already been drilled and is in place with the Village investing \$769,879 for construction plus additional investment of \$46,610 in testing. This investment would be lost if abandoned. The estimated cost of a new well house, connecting water, sanitary sewer, gas, etc. is \$1.9 million if treating 325 gpm, or \$2.3 million if treating 800 gpm. Additionally, there would be operation and maintenance costs of approximately \$30,000 to \$50,000 per year specifically required for the radium removal process.

2. Continue well site investigation to identify a new well site with more desirable water quality. The disadvantage to investigation of a new well site is that there is no guarantee that a new well located at another site would have a combined radium concentration below the MCL of 5 pCi/L. The risk of this option includes the expense for drilling and testing a well, which, if unsuccessful, would likely be abandoned. It would be more cost effective to utilize existing Well 4. To install a new test well including potential modifications during testing and engineering would cost from \$80,000 to \$120,000, depending upon the amount of testing and/or modifications

Theeder questioned a valve system where it is pumped directly to the tower and blended with water from another well. Ben Zeier said that it is not permitted to valve existing water transmission lines. A new transmission line would need to be added from Well 4 to the tower which would be expensive. The Committee discussed upgrading Well 3 instead of Well 4 or possibly a new well at the new school site. Committee recommended that staff proceed with an extension of Well Abandonment Agreement for Well 4, if possible.

Compost Site Improvements – Trees and Fencing

Johnsrud indicated that Impact Fees may be available for improvements to the compost site. Trees and shrubs could be planted to screen the compost site from Aztalan Street. To plant 50-65 trees along Aztalan St/CTH B would be \$10,000 a long slide gate installed with opener is \$4,245 and a security system installed including wiring/labor, etc., would be \$4,000 for a total of approximately \$20,000. There is \$58,698.57 in Impact Fees for streetscaping and securing the site until future decisions are made on relocating the compost site. The existing site is permitted and “grandfathered” under the state recycling laws. Chief Bleecker spoke about a swipe card system to open the gate. Semo said they would have to pay for the card and is very costly. Bieri said with a gate and security system it should cut down on the abuse at the site. Albertz said if the compost site is moved at a later time the area could be used as a park. Theeder said the City of Watertown has posted hours. The DPW could close the gate at the end of the beginning and end of each day.

A Smith/Semo motion carried to recommend approving the trees, fencing and security by Resolution to the Village Board for approval.

No Parking on Milwaukee Street from South Street to School Entrance

After discussion which included removing the drop zone, temporary eliminate parking on Milwaukee Street for one week, remove parking on Milwaukee Street entirely, creating a turn lane only, maybe create more parking on Grell Ln., see what the school will do once they remove the portable class rooms in the parking lot or wait and see what the school is going to do with the high school building.

An Albertz/Bieri motion carried to table discussion until the school knows what their plans are regarding the school.

Fire Department – Amend 2015 Capital Budget –Turnout Gear

Chief Wolf requested five sets of turnout gear at \$2,700 each. Chief Wolf suggested reallocating \$8,500 of 2015 Capital Improvements including computers and rescue inflatable to purchase of turnout gear in the amount of \$13,500

A Smith/Bieri motion carried on a 7-0 roll call vote to recommend to the Village Board to adopt a Resolution to approve amending the 2015 capital budget to permit the purchase of turnout gear in the amount of \$13,500 for the fire department.

COMMITTEE OF THE WHOLE

September 14, 2015

2016 Capital Budget

Johnsrud reviewed the 2016 capital budget. The 2015 GO debt issue for General Fund capital outlay items total \$398,000, with the fire capital using 2015 GO debt of \$60,000, TID #3 GO debt of \$95,000 and \$60,000 coming from County Highway Aid.

Bell Parks capital outlay projects consist of \$70,000 for a basketball court and \$100,000 for pavilion/restroom which would all be part of the GO debt borrowing.

Wollschlager questioned the need for a \$95,000 walking trail. Johnsrud explained this would be a TIF #3 expense as the trail would complete the trail already started in TIF #3 to connect to the TREK property and would continue to finish the loop. This project would be paid through taxes paid by and assessments in TIF #3 and not general fund. This walking trail fronts the Rock River and would be an asset to the Village.

Smith questioned the \$40,000 squad car, purchase of two heart monitors in one year for \$50,000 and instead purchase one every five years and the request by the fire department for another \$15,000 for five sets of turnout gear. Johnsrud said the \$50,000 for the two heart monitors may have to be increased by an additional \$7,000 after receiving additional information and yes this would be an additional \$15,000 for turnout gear as the turnout gear and the heart monitors are all outdated. Swisher stated the monitors and equipment is obsolete now and they do have a ten year life expectancy.

There was also discussion by the committee for the cost of the webpage update for \$30,000. The TID's would be able to pay for the upgrade and this website would be user friendly for someone wanting to reserve any of the parks and submitting any type of applications/permits and also save time for staff for downloading document on to the websites. Swisher questioned the demographics of website use as it seems like the demographics have changed and others questioned what the hits are to the webpage? Bieri and Albertz also questioned spending that amount for a web page. Johnsrud said CivicPlus can come to the next Village Board meeting for a presentation of the website.

Albertz questioned the \$10,000 for chairs and tables at the Community Center. Johnsrud stated that many of the tables are damaged and the chairs are stained from ten years of heavy use. Assigned funds are being used for the tables and chairs. Should we proceed with the parking lot at Centennial Park or if the drainage situation should be rectified first with drain tile? Drain tiling in the park could be part of a borrowing as it would last more than ten years. Johnsrud stated we would have to contact MSA for drainage at Centennial Park. Smith questioned the sidewalk situation on South Street. Sidewalk repairs are done as part of a special assessment to the property owner, and DPW Trumpf is updating all sidewalks in the Village.

The 2016 Capital Budget also includes \$15,000 for street & curb painting (this is for the paint only) and \$18,000 for crack filling streets, this is for material only. A crack filling company would charge \$5 per foot where the Village cost would be \$3 per foot. The streets to be seal coated are part of the WISler ratings that is done yearly. The paint and crack filling lasts greater than a year that is why materials for painting and crackfilling are in the Capital Budget Johnsrud stated. Albertz asked if the DPW does crack filling who will do the mowing, prioritizations must be made.

A Smith/Theder motion carried to open a public hearing at 7:12 p.m. Jon Adams of 131 Pheasant Run complained about the mowing and pulling of weeds, that aren't getting done and if you are taking into consideration the actual labor costs of mowing expenses, maybe it should be out sourced and then it would get done. Laurie Adams of 131 Pheasant Run questioned the crack filling cost at \$5 a foot out sourced and \$3 per foot for materials but you are not considering our labor costs, so you are not comparing apples to apples. Steve Wollin of 109 Villa Ct said the lawns are not getting mowed. A Semo/Bieri motion carried to close the public hearing at 7:16 p.m.

COMMITTEE OF THE WHOLE
September 14, 2015

Johnsrud said the fiber optic cable amount for \$10,000 is a correct dollar amount to connect Village Hall with the Police Department via Fiber Optic Cable. Currently the Police Department and Fire Department have their own servers at two locations. The goal is to centralize all data servers into one location at Village Hall. All data is backed-up nightly. If a disaster, such as a tornado happens, the Village could have the system up and running as soon as the new hardware is in place. Fiber Optic Cable allows the Village to accomplish this.

Albertz questioned outsourcing lawn mowing as this is still an issue and an attempt should be made to make a change. Theder said mowing is not getting done and the \$30,000 cost for lawn mowing for 1,029 hours for the 2014 season cannot be accurate. Bieri suggested to try out sourcing mowing for a year.

Swisher said if we add these things to the budget what must be taken away, what is most cost effective, more part-time summer help or hire out? Johnsrud said these decisions can be made as part of the operating budget but we are limited to a set amount of increase in operational expenses.

A Wollschlager/Bieri motion carried to open a public hearing at 7:37 p.m. Steve Wollin of 109 Villa Ct. asked why we are contacting MSA for tiling of Centennial Park, just tile where the problem is. A Smith/Albertz motion carried to close the public hearing at 7:39 p.m.

Swisher summarized the discussion with keeping the high-lighted items in the 2016 five year capital budget and look at outsourcing mowing. Swisher asked if we should revisit the south side infrastructure and not wait five years as the water and sewer has the money to fund their part of the project. Johnsrud said if you move forward with the South Street infrastructure the property owners would be special assessed for curb/gutter/sidewalk. Theder said the South Street infrastructures repairs have been discussed and put off for many, many previous years. Swisher stated the department heads also have a concern for this area of the Village. Bieri said we discussed previously that we should wait until what the school will do before we proceed.

Consensus was to move ahead tentatively with the Capital Budget. Johnsrud will present the Administrator's Budget at the September 28th Committee of the Whole meeting.

Requesting Exemption from County Library Tax – Resolution 102-15

A Semo/Bieri motion carried to recommend the Village Board approve by resolution requesting exemption from the County Library Tax.

Award Bid – Lime Storage Tank Restoration – Sewer Utility

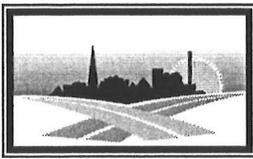
A Smith/Semo motion carried to recommend the Village Board approve by resolution awarding the bid for the lime storage tank restoration to Dynamic Designs in the amount of \$12,225 for option 1 to remove rust, spot prime and re-paint tank with logo.

Adjourn

A Bieri/Semo motion carried to adjourn at 8:00 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.



Village Board recessed at 6:35 p.m.

Call to Order - Roll Call - There was no call to order or roll call taken. This was permitted by Village Attorney Hammes.

Presentation and Discussion of Village Administrator's 2016 Budget

Administrator Johnsrud presented the following highlights on the 2016 proposed budget

- 2% Reduction on Tax Levy - saving \$25 on a \$200,000 home
- General Fund Revenues 3% Reduction
- Expenditures 3% reduction
 - General Government 9% Increase due to attorney, newsletter and insurance costs
 - Public Safety 19% Decrease due to moving the ambulance to the Fire Fund, however, the police, building inspections and municipal court increased
 - Public Works 10% Increase due to one-time salt purchase, outsource compost mulching, increase repairs and street sweep the village a second time
 - Health & Human Services 1% increase animal control contract
 - Culture, Recreation & Education 16% Increase due to creation of Park Superintendent Position and increase hours and wage in summer help
 - Debt Expense 23% Decrease
- Operating Transfers
 - Library - 10% Increase
 - Fire/EMS – 6% Increase
- Employee retention
 - 2% Wage Increase (Cost of Living)
 - Paramedic change to include addition on a call pay
 - Reclassification of DPW Crew Chief to Park Superintendent
 - Position Adjustments (Fire Chief, Deputy Clerk-Treasurer, DPW Laborer, DPW Part-time)
- Reorganization of the DPW
 - Park Superintendent (Created)
 - Crew Chief (unfilled)
 - Laborer
 - Part-Time additional summer hours
- Mowing
 - DPW Cost - \$22,310 verse Private - \$36,400 to \$46,800
- Overview of Other Funds
 - Water – 11% Reduction*
 - Sewer - 4% Reduction*
 - TIF 2 (unchanged)
 - TIF 3 (unchanged)
 - Library 3% Increase
 - Room Tax (unchanged)
 - Fire/EMS 33% Reduction*

*Denote reduction in capital expenditures from 2015 to 2016
- Capital Budget
 - Community Survey
 - Comprehensive Plan Update
 - Mower
 - Street Lighting Repair/Replacements

SPECIAL COMMITTEE OF THE WHOLE
September 28, 2015

Swisher instructed the board members to go through the budget, make notes and the budget will be discussed in two weeks.

Wollschlager asked for a copy of the administrator's presentation. Johnsrud stated it would be available online.

Hammes questioned the ambulance transfer from general fund to Fire Fund and if the towns paid for EMS. Johnsrud explained the towns are locked in for contracted amounts for Fire based on assessed valuation and the only increase is on net new construction with the addition of the new territory added by the Town of Aztalan.

Swisher questioned the benefit for moving the ambulance to the Fire Fund. Johnsrud stated with a full-time Fire Chief they can manage the funds appropriately with savings staying within the fire budget.

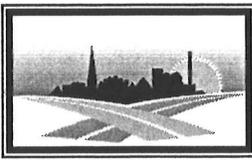
Theeder questioned how the towns can accept a budget that has not been approved by the board. Johnsrud explained the Johnson Creek Fire Department is a contracted service and the towns don't have to approve the budget expenditures. The village is required to report the town's proportionate share by October 1st and the village has been reporting to the town what the budget could potentially be.

Discussion and Recommendation – Resolution 112-15 2016 Johnson Creek Fire Department Budget
No recommendation

Reconvened to Village Board 7:01 p.m.

Lisa M. Trebatoski
Deputy 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 Swisher, Trustees: Fred Albert, Randy Bieri, Tim Semo, Donald Smith, Dale Theder and Kelly Wollschlager. Also in attendance: Administrator Mark Johnsrud, Library Director Luci Bledsoe, Street Superintendent Lee Trumpf, Fire Chief Jim Wolf, Police Chief Gary Bleecker, Wastewater/Water Superintendent Aric Mindemann, Attorney James Hammes and Deputy Clerk-Treasurer Lisa Trebatoski.

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

Approve Finance Report

Wollschlager questioned check number 36023 incentive payment to DuClos Properties LLC for Rock River Powersports and if all the landscaping was complete. Johnsrud stated that all requirements have been met and the amount is less for the first incentive payment due to the reduction of accrued development costs.

Wollschlager questioned check number 36059 in the amount of \$130.27 and if it was just for one light bulb for the fire department. Fire Chief Wolf explained that this was for the whole light at the bottom of the bumper.

A Theder/Semo motion carried on a 7-0 roll call vote to approve claims in the amount of \$209,972.70

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

Department Schedules/Reports

Superintendent Mindemann stated hydrant flushing would take place next week and will continue for the next two weeks in which Village residents could see rusty water. He will have staff put information on the website.

Swisher stated this information should be added to the newsletter as well.

Fire Chief Wolf stated the fire department raised \$6,512.36 for muscular dystrophy. The Village Board applauded the fire department for their efforts.

Police Chief Bleecker stated the new officer Justin Geske was now trained, the rifle training is complete and the Tasers have arrived and once officers are trained they can be put in use. He stated there was a domestic abuse a week ago that ended in a stabbing. The mobile data computer was taken out of the squad because it was no longer working and therefore there is no computer in second squad.

Library Director Bledsoe stated the Library Fall program started. Early literacy, formerly known as story hour, started September 18th. Toddler time starts this week. The Home School Safety program over at the Fire Station will be held next week. There will be a couple days of delayed opening and early closing due to full time staff training in Waukesha for two days to help with transition to Waukesha system called Bridges Library System.

Approve Village Board Meeting Minutes of August 24th

An Albertz/ Bieri motion carried unanimously to approve the Village Board meeting minutes of August 24th.

**Minutes of Special Committee of the Whole of August 31st and September 9th and September 14th
regular meeting minutes**

For Information Only

VILLAGE BOARD MEETING
September 28, 2015

Public Comment

An Albertz/Bieri motion carried to open public hearing at 5:35 p.m.

Brett Perucco, 417 Saratoga Drive, questioned making the walking path a dirt path rather than paved to save on costs and expedite completion. He stated in regards to the lawnmower purchase to hire college students to assist with the mowing. He suggested contacting Dr. Garvey once again to see about doing a joint newsletter with the school.

An Albertz/Theder motion to close the public hearing at 5:38 p.m.

Notices and Discussion

Administrator Johnsrud stated the following:

- Johnson Creek School District is holding a meeting with all municipal leaders within the district.
- Johnson Creek Watershed Alliance sent a thank you for the donation of a dumpster for the creek cleanup event held on September 12th.
- Ebenezer Moravian Church provided a \$500 cash contribution to the fire department.
- The Johnson Creek Cross Country team held an event to pick up garbage in the village.

Wollschlager stated the League of Wisconsin Municipalities sent out a letter about micro grants for walking trails and will forward the information.

Administrator Report

Johnsrud reported on the following:

- Received two letter of responses from grocery stores earlier this year, both declined interest based on lack of supporting market.
- Attended a ribbon cutting for Johnson Creek Dental.
- Wright Road stormwater improvement retention pond is nearly complete.
- Attended a pre-construction meeting with R&R Wash Materials for the Resort Drive stormwater improvements that is scheduled to be completed this fall.
- Beaver Services, Inc hired A&A Environmental to complete the Environment Inspection Report for 236/238 Union St.
- We Energies has scheduled the disconnection services for the property 236/238 Union St.
- Reminder to Village residents that tree orders are due October 6th to be planted yet this fall. New construction trees will be planted by the Village.

Smith questioned why the Wright Rd retention pond wasn't closer to Hwy B. Johnsrud explained the acre closer to Hwy B is considered wetland and needed to be preserved.

Committee/Commission Reports

None

Presentation Dave Anderson PFM– TIF 3 Borrowing

Dave Anderson from PFM presented a packet of information on the TIF 3 borrowing. Anderson highlighted the following:

- Page 2 lists the borrowing for stormwater improvements, cash grants and land purchase all of which are related to the TREK development.
- Page 3 1st year increment revenue of \$10,853 to now over \$1.114 million. This year increased \$1.17 million in value and TREK will add \$8 million of increment value next year.
- Page 4 graph shows the base value of the TID being \$701,400 to now an estimated value of \$55 million which has to pay for a number of debts issued.

VILLAGE BOARD MEETING

September 28, 2015

- Page 5 shows the debt associated with TID 3. For 2015 the village will do a short term financing with the ability to prepay in 2017 and refinance existing debt at which time TREK increment value revenue will allow the ability to pay for the debt.
- Page 6 shows the TID's cash flow with increment revenue and special assessments. Those create enough revenue to make current debt payments as well as start paying on advances from previous years that are owed to the sewer, water and general fund.
- Page 7 shows in 2018 the need to refinance where there is not enough cash flow to pay for the debt service.
- Page 8 has the timeline for the borrowing and the finalized preliminary official statement would be at the next meeting.

Wollschlager questioned on page 7 with the year 2018 if the village would refinance in 2017 would it even out the debt. Anderson explained the spike would even out to future years that are less.

Hammes questioned how much will be refinanced in 2017. Anderson stated \$3.8 million would be refinanced which would be the 2007 CDA and the current borrowing.

Anderson stated the borrowing would be \$60,000 less than the resolution on the agenda due to the reduction in costs for stormwater.

Resolution 101-15 Sale of Approximately \$1,455,000 Taxable Note Anticipation Notes – Series 2015

A Semo/Albertz motion carried on a 7-0 roll call vote to approve Resolution 101-15 Sale of Approximately \$1,455,000 Taxable Note Anticipation Notes – Series 2015.

Presentation Village Webpage – Bryan Hahlbeck – CivicPlus

Bryan Hahlbeck of CivicPlus reviewed a proposal to revise the Village webpage. CivicPlus is currently the leader in municipal website development with having about 2,000 community clients. Municipalities use their sites as portals to their community. Using the site as a communication, engagement and economic development tool and going beyond the static website of just content.

Hahlbeck stated after meeting with Village staff, the following needs were identified

- ease of use for Village residents
- find information quickly
- fillable forms
- online requests
- calendars
- reservations
- newsletter
- social media
- online payments

Semo stated the current website is easy to navigate but contains lots of redundancy. He further stated the current website is not mobile friendly on a smart phone.

Hahlbeck stated there are 80 clients in Wisconsin and he will be only showing only sites of 5,000 or less populations. CivicPlus has 15 years in the business and a quarter (about 500) clients are about the size of Village of Johnson Creek.

Hahlbeck shared some of the highlights that CivicPlus offers.

- Custom website
- Training for staff
- Calendaring: add to outlook calendar

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- Notify me: send out newsletters, alerts, job posting, and agendas by email or text message
- Request management: fill out online forms, service order, quick response, pay online
- Agenda center: agendas, minutes
- Community voice: post topics and take resident feedback
- Mobile: 100% mobile friendly
- Content Management System: staff can update content easily, live edit with drag and drop, flexible
- Navigation: mega menus, more information on the dropdowns and cross promote information
- Large site search: similar to Yahoo and Google, search content in website with recommendation
- Icons: route resident to key areas
- News: scrollable, image, bold text, lead in and “read on”

Wollschlager questioned if the modules are proprietary to CivicPlus. Hahlbeck stated yes, they secure them, it is their own technology and not open sourced. Therefore, CivicPlus has the ability to enhance and control the modules.

Administrator Johnsrud asked if the strategy, vision, or focus of community changes, how quickly can the website adapt? Hahlbeck stated quickly as any piece of the website is able to be administrated by staff.

Library Director Bledsoe questioned if the Facebook account would be kept separate. Hahlbeck explained how the website can automatically route news to the Facebook page automatically. Director Bledsoe also inquired about the online payment services. Hahlbeck stated the Village could use their own or CivicPlus works with Heartland.

Swisher thanked Hahlbeck for his time and presentation.

Resolution 102-15 Requesting Exemption from County Library Tax

A Semo/Theder motion carried unanimously to approve Resolution 102-15 Requesting Exemption from County Library Tax.

Resolution 103-15 2016 Recycling Grants to Responsible Units Application

A Wollschlager/Bieri motion carried unanimously to approve Resolution 103-15 2016 Recycling Grants to Responsible Units Application.

Resolution 104-15 Award Bid – Lime Storage Tank Restoration – Sewer Utility

A Smith/Theder motion carried unanimously to approve Resolution 104-15 Award Bid- Lime Storage Tank Restoration - Sewer Utility to Dynamic Designs in the amount of \$12,225.

Resolution 105-15 Fire 2015 Capital Budget Amendment – Turnout Gear

A Smith/Semo motion carried unanimously to approve Resolution 105-15 Fire 2015 Capital Budget Amendment for the purchase of additional Turnout Gear in the amount of \$13,500.

Resolution 106-15 Authorize Payment of Settlement – Jerry and Holly Schmidt – 219 Milwaukee Street

A Theder/Wollschlager motion carried on a 6-1 roll call vote with Semo dissenting to approve Resolution 106-15 Authorize Payment of Settlement – Jerry and Holly Schmidt – 219 Milwaukee Street to Wolf Paving in the amount of \$1,500.

Resolution 107-15 New Business - General Nutrition Corp. (GNC)

A Smith/Semo motion carried unanimously to approve Resolution 107-15 New Business – General Nutrition Corp (GNC) new business at 575 W. Linmar Ln.

Resolution 108-15 Demolition Contract – 236/238 Union Street – Beaver Services, Inc.

An Albertz/Bieri motion carried on a 7-0 roll call vote to approve Resolution 108-15 Demolition Contract – 236/238 Union Street – Beaver Services Inc. in the amount of \$32,800.

Resolution 109-15 Authorize Payment to Recondition – Case 621C Loader – Miller-Bradford & Risberg, Inc.

A Semo/Theder motion carried on a 7-0 roll call vote to approve Resolution 109-15 Authorize Payment to Recondition – Case 621C Loader – Miller-Bradford & Risberg Inc for the additional amount of \$13,883.01.

Resolution 110-15 Extension of Well Abandonment Agreement – Well 4

A Wollschlager/Theder motion carried unanimously to approve Resolution 110-15 Extension of Well Abandonment Agreement –Well 4 with the DNR.

Resolution 111-15 Compost Site Improvements

A Smith/Albertz motion carried on a 6-1 roll call vote with Semo dissenting to approve Resolution 111-15 Compost Site Improvements in an amount not to exceed \$20,000.

Discussion and Recommendation – Committee of the Whole – Future Dates

Smith stated he was requesting the change of the Monday night Committee of the Whole due to his commitment of being Cub Scoutmaster on the same night. He explained originally there were standing committees in which would not have affected his commitment. Swisher informed the committee if a permanent change was made, this would be a change to the ordinance. Semo suggested making a motion each month to determine the date of the next meeting. Smith requested this item be on the next Committee of the Whole meeting to give board members a chance to think about it.

Motion to Recess Village Board to Committee of the Whole

A Theder/Smith motion carried unanimously to recess Village Board to Committee of the Whole at 6:35 p.m.

Reconvene Village Board

A Semo/Theder motion carried on a 7-0 roll call vote to reconvene to Village Board Meeting at 7:01 p.m.

Resolution 112-15 2016 Johnson Creek Fire Department Budget

A Theder/Semo motion carried on a 7-0 roll call vote to approve Resolution 112-15 2016 Johnson Creek Fire Department Budget.

Set Trick or Treating

Bieri questioned when trick or treating is on a weekend why the hours didn't occur during daylight.

Wollschlager suggested changing the time to 5:00 p.m. to 7:00 p.m.

A Wollschlager/Bieri motion carried on a 5-2 voice vote with Semo and Smith dissenting to set trick or treating on October 31st from 5:00 p.m. to 7:00 p.m.

Upcoming meetings

Johnson Creek School District – Municipal Leaders' Meeting – Sept. 30th – 6 p.m. – Farmington Town Hall

Plan Commission Meeting: October 12th at 5:00 p.m.

Committee of the Whole Meeting: October 12th at 5:30 or immediately following Plan Commission

Village Board: October 26th at 5:30 p.m.

Adjourn

A Semo/Smith motion carried to adjourn at 7:06 p.m.

Lisa M. Trebatoski
Deputy Clerk – Treasurer

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

James W. Hammes

SUITE 200
1601 EAST RACINE AVENUE
POST OFFICE BOX 558
WAUKESHA, WISCONSIN 53187-0558
TELEPHONE (262) 542-4278
FACSIMILE (262) 542-4270
E-MAIL jwh@cmhlaw.com
www.cmhlaw.com

October 7, 2015

Michael Proffitt
234 Union Street
Johnson Creek, WI 53038

Re: Lake Country Wood Shoppe
Municipal Utility Connections

Dear Mr. Proffitt:

As I am sure you are aware, based on your attendance at past Village Board meetings and as a result of discussions with various Village officials, including the Village Administrator, the Village has issued a raze order with respect to the property located at 236-238 Union Street, which immediately joins the building which you now occupy and in which you operate your business.

The contract razing the structure on the adjoining property is to be completed by November 15, 2015. As a part of those razing activities, electrical service will be disconnected.

The property which you now occupy and use for the operation of your business is not connected to the municipal water and sewer system. The City code requires that all businesses be connected to the municipal water and sewer system where those services are available. Obviously, as it relates to the premises located at 234 Union Street, both municipal water and sewer services are located in the right-of-way abutting that property.

In order to comply with the Municipal Code, you must take immediate steps to contact the Village of Johnson Creek Utility Department to provide sanitary sewer and water service to the property located at 234 Union Street, or alternatively, you must vacate that premises by October 31, 2015. In the event the business continues to operate at that premises after October 31, 2015 without connections having been made to the municipal water and sewer system, any person occupying the property could be subject to a daily fine of not less than \$100 for each day of occupancy.

October 8, 2015

Page 2

If you wish to discuss this requirement, you can contact me or alternatively, contact the Village Administrator, Mark Johnsrud.

Very truly yours,

s/ James W. Hammes

James W. Hammes

JWH:blr

cc: Mark Johnsrud (via e-mail)

STEALTH SURVEY SUMMARY

<>

<>

POSTED SPEED LIMIT: <25>

SURVEY STARTED: <2005/01/01 01:01>

FILENAME: 1B00066.DAT

MIN SPEED ALLOWED <10> MAX SPEED ALLOWED <125>

TIME	01:15	01:30	01:45	02:00	02:15	02:30	02:45	03:00	03:15	03:30	03:45	04:00	04:15	04:30	04:45	05:00	05:15	05:30
VEH.	33	25	42	49	20	37	32	44	39	36	40	35	41	34	34	24	30	19
AVG.	21.2	21.8	21.7	22.3	22.2	23.5	21.2	22.9	22.8	23.0	23.2	23.1	23.4	22.8	22.0	21.7	21.7	21.1

TIME	05:45	06:00	06:15	06:30	06:45	07:00	07:15	07:30
VEH.	12	21	20	8	7	10	7	5
AVG.	20.3	22.4	20.3	21.3	19.6	21.3	21.7	20.6

TOTAL VEHICLES = 704

MINIMUM SPEED = 10

MAXIMUM SPEED = 33

AVERAGE SPEED = 22.22

50th PERCENTILE = 22

85th PERCENTILE = 26

TEN MILE PACE = 18 to 27

END OF REPORT

Cars vs. Speed

FILENAME: <1B00066.DAT>

Minimum # Vehicles = 0

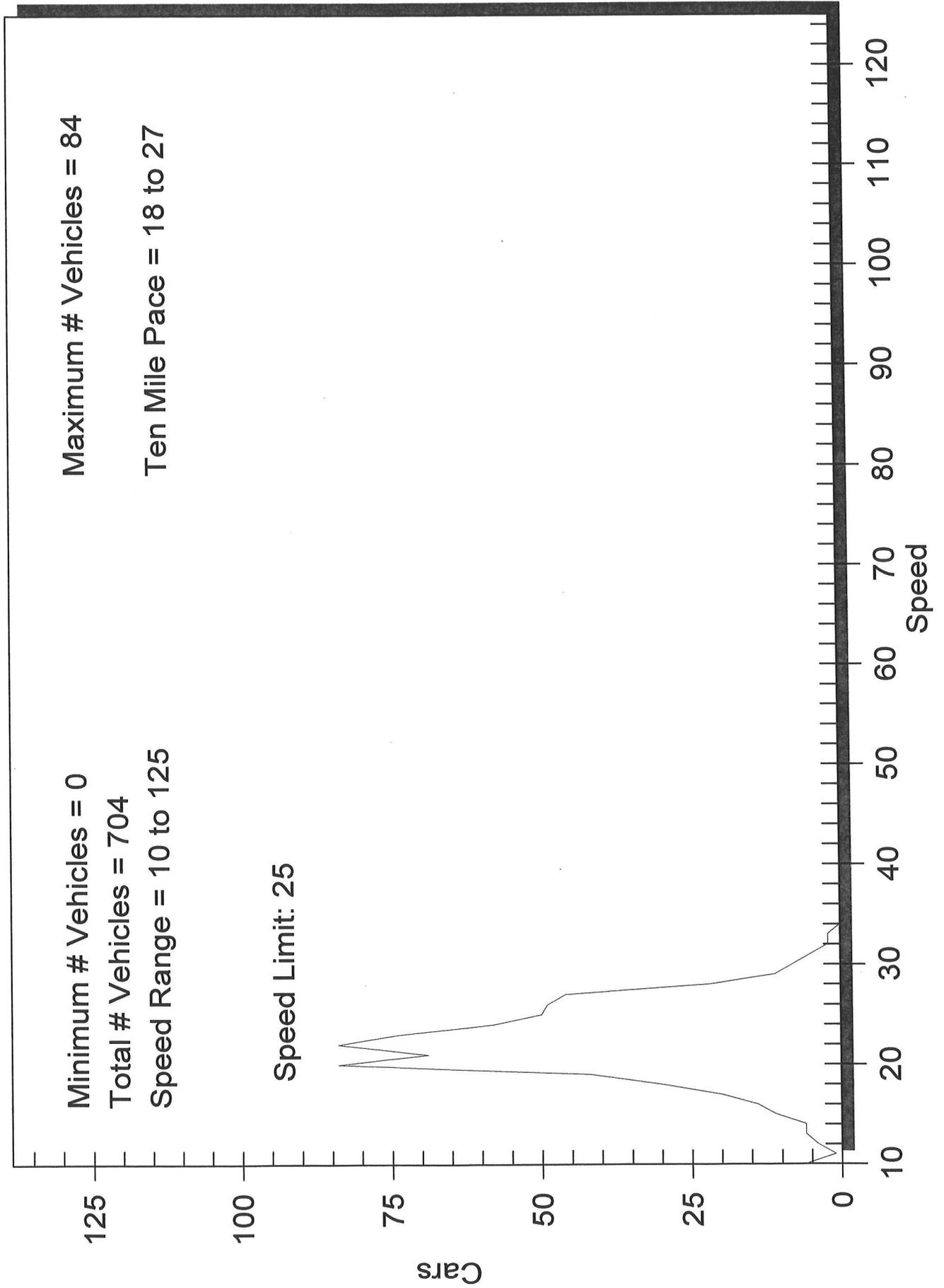
Maximum # Vehicles = 84

Total # Vehicles = 704

Ten Mile Pace = 18 to 27

Speed Range = 10 to 125

Speed Limit: 25



MEMO

TO: Village Board

FROM: Chief Gary Bleecker

DATE: October 7, 2015

REF: No Parking on Watertown Street

I have advised all the officers that we will give the residents some leeway on North Watertown Street for parking. If the person has their vehicle flashers on during snow plowing or for pick-up or drop-off, that vehicle would not be ticketed as long as it is moved in a timely fashion.

JCPD MEMO

TO: Mark Johnsrud
FROM: Chief Bleecker
DATE: September 15, 2015
RE: Marijuana Ordinance

Mark, I have been advised by the District Attorney's office that they will no longer prosecute for possession of small amounts of marijuana. We currently do not have an ordinance to prosecute for possession of marijuana. Therefore, I would like to add to the General Offenses (189-1) Possession of Marijuana 961.14(4).



Wisconsin Local Room Tax Model

Effective July 15, 2015

provided by the
Wisconsin Hotel & Lodging Association

Spends \$\$ at local:

- attractions
- restaurants
- lodging
- retail
- gas stations
- drugstores
- and much more!

PAID OVERNIGHT GUEST

- Spends \$\$ in local economy
- Are non-residents
- Pays room tax to local lodging property

LODGING PROPERTY

- Remits collected room tax to municipality

Room Tax \$\$

**Attracts & generates
paid overnight stays**

MUNICIPALITY

- Can keep up to 30%, with a minimum of 70% going to a tourism entity or tourism commission

**TOURISM ENTITY OR
TOURISM COMMISSION**

- Oversees expenditure of all \$\$ on "tourism promotion and tourism development" per statutory definition

Room Tax \$\$

Exceptions

1. A municipality "grandfathered" in 1994 to keep more than 30% may keep no more than the following:
 - in 2017, the total dollar amount retained in 2014
 - in 2018, the total dollar amount retained in 2013
 - in 2019, the total dollar amount retained in 2012
 - in 2020, the total dollar amount retained in 2011
 - from 2021 on, the total dollar amount retained in 2010

Any revenue beyond these caps must go to tourism promotion and tourism development.

2. A municipality "grandfathered" in 1994 to keep less than 30% must continue to do so.





2015 Room Tax Law Changes

The following Overview by the Wisconsin Hotel & Lodging Association compares the recent Room Tax Law to the Changes passed in WI Act 55 in July of 2015

PRIOR TO JULY 14, 2015	WI ACT 55 (Starting JULY 14, 2015)
<p>TOURISM PROMOTION & DEVELOPMENT</p> <p>Previously, the monies allocated for tourism were defined as for "tourism promotion and development" (TP&D), which was believed to imply tourism development, when the full definition was read. However, those not reading the full definition sometimes considered other development uses.</p>	<p>CLARIFICATION OF TOURISM DEVELOPMENT</p> <p>To ensure that everyone would interpret the language more clearly and universally, the monies allocated for tourism are now defined as for "tourism promotion and tourism development" (TP&TD). This clarifies that any development use must be tourism development, which is in keeping with the rest of the definition in the statute.</p>
<p>TRANSPARENCY</p> <p>While municipalities usually report a room tax revenue figure to the state, there is no uniform requirement as to whether this figure is the gross room tax receipts, only the portion the municipality retains, or only the portion going to tourism promotion & development (TP&D). This makes the current data of minimal use and meaning. Other room tax information is not requested.</p>	<p>TRANSPARENCY</p> <p>Beginning in May of 2017, each municipality imposing a Room Tax must remit to the state Department of Revenue (DOR) each year by May 1st the following information from the previous year on DOR Forms:</p> <ul style="list-style-type: none"> The amount of room tax revenue collected The room tax rate imposed The amount of room tax revenue allocated for tourism promotion & tourism development (TP&TD) Identification of the tourism commission or tourism entity that received the TP&TD revenue, along with a roster of each member of the governing board of the commission or entity receiving this revenue that also identifies the business the board member owns, operates, or is employed by. <p>In addition, any municipality eligible to retain over 80% of total room tax collected for their own purposes must in the first year provide proof of this eligibility. The DOR will make these reports available to the public, and is authorized to impose a fee of up to \$3,000 on any municipality not remitting such a report as required.</p>
<p>OVERSIGHT OF TOURISM REVENUE</p> <p>Currently the municipality may give an appointed tourism commission oversight of TP&D revenue OR they can retain their own oversight of the TP&D revenue.</p> <p>In addition, the municipality has oversight of the revenue they retain for their own purposes.</p>	<p>OVERSIGHT OF TOURISM REVENUE</p> <p>Now, the municipality may choose to give the TP & TD revenue to either an appointed tourism commission OR a tourism entity (see the revised definition of tourism entity below). The municipality may no longer retain and expend the TP&TD revenue.</p> <p>The municipality continues to retain full control over the portion of room tax revenue they are allowed to retain for their own purposes – just not the TP&TD revenue.</p>

<p>DEFINITION OF TOURISM ENTITY</p> <p>A "tourism entity" was defined as a nonprofit organization that came into existence before January 1, 1992, and provides staff, development or promotional services for the tourism industry in a municipality. Basically, no organization created after 1992 could become a tourism entity.</p> <p>While a tourism commission is required to have at least one Wisconsin hotel or motel industry representative, there was no requirement for a lodging representative in the governing body of a tourism entity.</p>	<p>REVISED DEFINITION OF TOURISM ENTITY</p> <p>A "tourism entity" is now defined as a nonprofit organization that came into existence before January 1, 1992, spends at least 51% of its revenues on tourism promotion and tourism development, and provides destination marketing staff and services for the tourism industry in a municipality. However, a clause was added so that as of January 1, 2015, if there was no such organization created by 1992, one could be created. This unusual wording allows for a newer tourism entity, but also prevents multiple competing tourism entities from being created in the same municipality.</p> <p>A requirement was also added that a tourism entity must include at least one lodging owner or operator from the municipality on their governing board, and they must provide an annual report to the municipality on their use of the room tax.</p>
<p>MUNICIPALITIES RETAINING OVER 30% OF ROOM TAX FOR OWN PURPOSES</p> <p>Municipalities that retained for their own purposes more than 30% of room tax revenue in May of 1994 were able to continue to retain the same percentage, with no noted expiration. The 1994 "grandfather clause" only applied to the room tax rate in effect at the time.</p> <p>Any increase in the room tax rate must adhere to allocating a minimum of 70% of room tax collected to TP&D. Thus some municipalities keep one percentage of the original tax rate and another percentage of a tax rate added since 1994.</p>	<p>NEW DOLLAR CAP ON MUNICIPALITIES RETAINING OVER 30% OF ROOM TAX FOR OWN PURPOSES</p> <p>Municipalities that retained more than 30% of room tax revenue in May of 1994 will, beginning in 2017, have dollar caps imposed on the total dollars they may retain. The dollar caps change in each of the first five years starting in 2017 and then freeze in the fifth year. They are based on the dollar amounts the municipality retained from room tax revenue in previous years. The dollar caps will be as follows:</p> <ul style="list-style-type: none"> In 2017, the maximum the municipality may retain is the total dollars they had retained in the year 2014. In 2018, the dollar cap is the total retained in 2013. In 2019 the dollar cap is the total retained in 2012. In 2020 the dollar cap is the total retained in 2011. In 2021 and into the future, the dollar cap is the total the municipality retained in 2010. <p>Any room tax revenue collected beyond the cap must go to TP&D. However, should the capped dollar amount ever become less than 30% of the total room tax collected, the municipality may instead shift to retaining a flat 30% for their own use.</p>

Wisconsin Hotel & Lodging Association

262-782-2851

Contact: Trisha Pugal, CAE - President, CEO Pugal@WisconsinLodging.org



Tourism Commission Overview

provided by the
Wisconsin Hotel & Lodging Association

The following is a basic overview of the components of WI. Room Tax Statute 65.0615 specifically relating to tourism commissions.

Definition of "Commission". An entity created by one municipality or by 2 or more municipalities in a zone, to coordinate tourism promotion and tourism development for the zone.

Tourism Commission FOR A SINGLE MUNICIPALITY

Composition: 4-6 members. One of the members shall represent the Wisconsin hotel and motel industry.

Appointed by: The principal elected official in the municipality, with confirmation required by a majority vote of the members of the municipality's governing body present when the vote is taken.

Terms: One year, at the pleasure of the appointing official. They may be re-appointed.

Required Actions:

1. It shall contract with another organization to perform the functions of a tourism entity if no tourism entity exists in that municipality.
2. It shall meet regularly, and shall elect a chairperson, vice chairperson, and secretary from its members.
3. It shall use the room tax revenue that it receives from a municipality for tourism promotion and tourism development (as defined in the statute) in the municipality.
4. It shall report annually to the municipality providing the room tax revenues, the purposes for which the revenues were spent.
5. It shall report any delinquencies or inaccurate reporting to the municipality.
6. It shall not use any of the room tax revenue to construct or develop a lodging facility.
7. If a municipality issued debt or bond anticipation notes before January 1, 2005, to finance the construction of a municipally owned convention or conference center, nothing in this section may prevent the municipality from meeting all of the terms of its obligation.

Tourism Commission FOR A TOURISM ZONE

(Zone is defined in 65.0615 as "an area made up of 2 or more municipalities that, those municipalities agree, is a single destination as perceived by the traveling public")

Composition: 3 members from each municipality in which annual room tax collections exceed \$1 million. 2 members from each municipality in which

annual room tax collections are more than \$300,000, but less than \$1 million. One member from each municipality in which annual room tax collections are \$300,000 or less. Two additional members representing the Wisconsin hotel and motel industry shall also be appointed.

Appointed by: the municipality representatives shall be appointed by the principal elected official in the municipality, with confirmation required by a majority vote of the members of the municipality's governing body present when the vote is taken. The two hotel and motel industry representatives shall be appointed by the chairperson of the Commission.

Terms: One year term, at the pleasure of the appointing official, and they may be reappointed.

Required Actions:

1. The municipalities shall enter into a contract to create a commission.
2. It shall meet regularly, and from among its members, shall elect a chairperson, vice chairperson, and secretary.
3. Each municipality in the zone shall levy the same percentage of tax. If they are unable to agree on the percentage of tax for the zone, the commission shall set the percentage.
4. It shall contract with one tourism entity from the municipalities in the zone to obtain staff, support services and assistance in developing and implementing programs to promote the zone to visitors.
5. If no tourism entity exists in any of the municipalities in the zone that have formed a commission, the commission shall contract with another organization in the zone to perform the functions of the tourism entity.
6. It shall use the room tax revenue that it receives from a municipality for tourism promotion and tourism development (as defined in the statute) in the zone or in the municipality.
7. It shall report annually to each municipality from which it receives room tax revenue the purposes for which the revenues were spent.
8. It shall not use any of the room tax revenue to construct or develop a lodging facility.
9. It shall monitor the collection of room taxes from each municipality in the zone that has a room tax.
10. It shall report any delinquencies or inaccurate reporting to the municipality that is due the tax.
11. If a municipality issued debt or bond anticipation notes before January 1, 2005, to finance the construction of a municipally owned convention or conference center, nothing in this section may prevent the municipality from meeting all of the terms of its obligation.



Wisconsin Hotel & Lodging Association
1025 S. Moorland Road, Ste. 200 | Brookfield, WI 53005
WisconsinLodging.org | 262.7782.2851 | whla@wisconsinlodging.org

Contact: Trishia A. Pugaal, CMAA - President, CEO - trishia@wisconsinlodging.org

TAP 9/8/15

RESOLUTION 114-15

CONTRACT RENEWAL
JOHNS DISPOSAL SERVICE, INC.

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

WHEREAS, the Village Board has contracted with John’s Disposal Service of Whitewater for solid waste disposal and recycling since 1991, and

WHEREAS, John’s Disposal Service is requesting a five year contract agreement extension subject to the same terms and conditions, and

WHEREAS, 2016 rates will remain the same as 2015 and 2016 with 2017 through 2020 subject to requested CPI adjustments, and

WHEREAS, the Village has the right to terminate the contract if any requested increase exceeds CPI or the Village is dissatisfied with the service, and

NOW THEREFORE BE IT RESOLVED, that the Committee of the Whole recommends to the Board of Trustees of the Village of Johnson Creek to approve an extension of the contract agreement with John’s Disposal Service through 2020, and

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

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek this 26th day of October, 2015.

John L. Swisher, Village President

ATTEST:

Lisa Trebatoski, Deputy Clerk – Treasurer

AGREEMENT

Curbside Collection of Solid Waste and Recyclables

This contract made and entered into this _____ of _____, 2015 by and between **Johns Disposal Service, Inc.**, hereinafter referred to as the "Contractor" and the **Village of Johnson Creek, Wisconsin**, hereinafter referred to as the "Village".

The Contractor agrees to furnish all labor, materials and equipment necessary for the collection of garbage, refuse and recyclables within the limits of the Village from one to four-family residential units as follows:

A. Materials to be collected shall include the following:

1. General household trash and refuse.
2. All items required to be recycled by Wisconsin statutes, including glass, metal cans, plastic containers, aluminum, newspapers, mixed paper, magazines, phone books, corrugated cardboard and scrap metal.
3. Automotive batteries (See Section C).
4. Furniture and appliances (See Section C).
5. Motor oil if properly contained and tightly capped (See Section C).
6. Tires – no more than two per month (See Section C).

B. Items which will not be collected are as follows:

1. Earth, rocks, concrete, loose construction and demolition materials, trees or parts thereof. See section C (3) for bulk materials collection.
2. Yard waste is not included in the regular weekly, biweekly or monthly bulk collections.
3. Hazardous, toxic or infectious materials, including any items recognized as special waste by the State of Wisconsin.

C. The collection shall be made as follows:

1. Collection of NON-RECYCLABLE TRASH will be made weekly, with all suitable materials for collection being placed by residents at the curb of their homes by 6:00 a.m. on the day of collection. All NON-RECYCABLE TRASH shall be placed by residents in a BROWN CART which is provided by Johns Disposal Service.
2. Collection of RECYCABLES will be made every week. Recyclables shall be commingled.. All RECYCLABLES shall be placed by residents in a GREEN CART which is provided by Johns Disposal Service.
3. Collection of BULK ITEMS will be made once a month. All bulk items are to be placed at least four (4) feet from the carts. Items included in the monthly bulk collection includes:
 - Furniture
 - Appliances (including items containing CFC's such as refrigerators)
 - Automotive tires, truck tires and tractor tires provided that tires over 42" in diameter are quartered (2 per month, 8 per year)
 - Drain oil in one (1) gallon or larger containers with secure lids that are labeled as 'drain oil'
 - Automotive batteries
 - Earth, rocks, concrete, loose construction and demolition materials are included with the bulk items collection if contained in 32 gallon cans that weigh less than 60 pounds (no limit on the number of cans).
4. HOLIDAY'S. When the collection day is interrupted by a holiday, pickup will be the following day.
5. NO HAZARDOUS, toxic or infectious waste will be accepted, except for the specific items listed in this contract such as appliances containing CFC's and automotive batteries.
6. LITTER. All refuse shall be collected and transported in such a manner as to prevent falling or spilling of material. When spilling does occur, the material shall be picked up as soon as possible and the area properly cleaned.
7. REFUSE and RECYCLING CARTS. The Contractor shall initially provide each new unit with one cart for refuse and a second cart for recycling. The Contractor will deliver the carts to new units after notification of occupancy by the Village. All carts are the property of the Contractor and will be maintained by the Contractor. The homeowner is responsible for keeping the carts clean. The homeowner is responsible for damage, other than normal wear, such as melting from hot ashes, cuts from a saw, or other avoidable damage. The Contractor is responsible for normal wear to the cart, wheels or lid and will repair or replace the cart in a timely manner after the homeowner

informs the Contractor of the problem. The Contractor is responsible for damage caused from snow plows or passing vehicles.

8. DISABLED RESIDENTS as identified by the Village shall receive doorway service at no extra cost.

D. Term and cost of this contract shall be as follows:

1. COST. The Village agrees to pay the Contractor the following fees in conjunction with the services rendered pursuant to this Contract:
 - Refuse collection per unit/per month including disposal at \$10.50
 - Recycling collection per unit/per month at \$4.20
 - Monthly total per unit at \$14.70
2. TERM. This Contract shall be for the period, January 1, 2016 through December 31, 2020. This contract will be for five (5) years. Rate increases for 2017, 2018, 2019 and 2020 shall not exceed the cost of living percentage (CPI-U, The Consumer Price Index for All Urban Consumers). The Contractor may re-negotiate the conditions of compensation of this contract each year, provided that the Village receives a request for change from the Contractor before October 1. The Village may terminate the agreement at the end of each year if the contractor requests increases greater than (CPI-U) or if the Village is not satisfied with the quality of service. Payments of contract service fees shall be made each month and shall be based upon full-month occupied residential units, calculated at the end of each month. The contractor will assist in providing the list of units serviced but the final unit count will be determined by the Village.
3. DUMPING FEE'S. Any and all "dumping fees" (broadly defined to include all fees and taxes imposed by Jefferson County, the State of Wisconsin and the Federal Government, or any division or agency thereof related to the execution of this contract) that are required to be paid by law, including but not limited to fees required per Section 289.63, 289.64, 289.67, 289.64 (2) Wisconsin Statutes, including any revisions that may be made thereto during the term of this Contract, along with any other fee or tax must be paid for by the Contractor in order for this contract to be performed in compliance with law, shall be paid fully and timely by the Contractor; and the compensation paid to the Contractor pursuant to this contract shall be deemed to include any portion of such fees or taxes as may otherwise be the obligation of the Village.
4. NUMBER of UNITS on August 31, 2015--- 929

E. Special provisions of this Contract shall include:

1. **RECYCLING RECORDS.** The Contractor shall keep a record of total weights of both solid waste and of each category of recyclable collected from the Village and report those totals to the Village on a quarterly basis.
2. **DNR REPORTING.** The Contractor shall assist the Village in making reports to the Department of Natural Resources in conformance with State recycling mandates.
3. **CONTRACTOR OFFICE.** The Contractor shall maintain a telephone service at its office during business hours for receiving calls or complaints relative to the service and shall maintain an official address for such purpose. Contractor shall take care of all complaints within a 24-hour period or within 24 hours of the next working day if the complaint is received on a non-working day. All missed collections and any other complaints must be recorded in a log, noting date, time, address, complaint and a method of resolution, and must be made available to the Village upon request. The Village will refer to or inform the Contractor of any complaints which it receives.
4. **INSURANCE.** The Contractor shall have Worker's Compensation Insurance, Comprehensive General Liability Insurance, Property Damage and Motor Vehicle insurance, in sufficient amounts to adequately protect against all risks associated with the activities contemplated by this contract, the adequacies of which shall be subject to the approval by the Village. The Village shall be named as an additional insured. Contractor shall provide the Village with proof of insurance.
5. **PROCESSING, RECYCLING and DISPOSAL.** The Contractor agrees to dispose of refuse in compliance with all Village, County, and State of Wisconsin and Federal Government ordinances, codes, statutes, and rules, including, but not limited to, all applicable recycling laws, environmental laws and waste disposal laws.
6. **EDUCATION and PROMOTION.** The Village and the Contractor shall coordinate their efforts to publicize and promote the recycling program and educate the citizens regarding recycling. The Village and the Contractor will review and approve promotional activities jointly.

GENERAL PROVISIONS

1. **INDEMNITY.** In addition to, and not to the exclusion or prejudice of any provisions of this agreement or documents incorporated herein by reference, the Contractor shall indemnify and save harmless and agrees to accept tender of defense and to defend and to pay any and all legal, accounting, consulting,

engineering and other expenses related to the defense of any claim asserted or imposed upon the Village, its officer, agents, employees and independent contractors growing out of this agreement by any party or parties.

2. ASSIGNABILITY of AGREEMENT. This Contract is not assignable by the Contractor of record, without the express written consent of the Village, and in the event of bankruptcy, assignment for the benefit of creditors, or a petition for receivership relative to the Contractor of record, the Village may, without notice, declare this contract at an end, at its option.
3. SUBCONTRACTING. The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the written consent of the Village. The Contractor shall be fully responsible for any acts or omissions of its subcontractor as it is for the acts and omissions of persons directly employed by itself.
4. LEGAL INTERPRETATION. The performance and interpretation of this Agreement shall be according to the laws of the State of Wisconsin
5. SEVERABILITY. Each provision of this Agreement is severable, and should any court or other governmental body of competent jurisdiction declare any provision of this Agreement invalid or unenforceable by reason of any rule of law or public policy, all other provisions hereof shall remain in full force and effect.
6. LAWFULL AGREEMANT. The Contractor in executing this Agreement acknowledges that it has not been induced to enter into this Agreement by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Village concerning any matter not expressed herein. The Contractor acknowledges that the Village has relied upon the proposal submitted by the Contractor and has awarded the Contract in reliance thereon.
7. ENTIRETY. This Agreement constitutes the entire Agreement between the parties. No modification, amendment, alteration, revision or waiver of this Agreement or any of its provisions shall be permitted by or binding upon the parties unless so agreed in writing.

JOHNS DISPOSAL SERVICE, INC.

By *Ri* _____ Date 9/23/2015
President

THE VILLAGE OF JOHNSON CREEK

By _____ Date _____
President

RESOLUTION 115-15

MUTUAL COOPERATION AGREEMENT
 UNDER
 THE NATIONAL AFFORDABLE HOUSING ACT
 HOME CONSORTIUM

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

WHEREAS, Jefferson County Economic Development Consortium administers the National Affordable Housing Act of 1990 (NAHA) in cooperation with Waukesha County under the HOME Investment Partnership Program (hereinafter "HOME" Program), and

WHEREAS, Waukesha County has requested the Village of Johnson and Waukesha County enter into a Mutual Cooperation Agreement under the National Affordable Housing Act for fiscal years 2014-2016, and

WHEREAS, the HOME program is a joint action between the Village of Johnson Creek and Waukesha County as administered by Jefferson County Economic Development Consortium to effectively accomplish the purposes of NAHA, and

NOW THEREFORE BE IT RESOLVED, that the Committee of the Whole recommends to the Board of Trustees of the Village of Johnson Creek to approve the Mutual Cooperation Agreement under The National Affordable Housing Act with Waukesha County as administered by the Jefferson County Economic Development Consortium, and

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

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek this 26th day of October, 2015.

John L. Swisher, Village President

ATTEST:

Lisa Trebatoski, Deputy Clerk – Treasurer

The HOME Consortium

In 1998 Jefferson, Washington and Waukesha Counties joined together to form the HOME Consortium and become eligible to receive federal HOME program funds to support the creation and maintenance of affordable housing. In 1999, Ozaukee County agreed to participate in the Consortium. The main purposes of the HOME Consortium are to advance home ownership opportunities with a down payment assistance program, to maintain the quality of the existing housing stock through low-interest housing rehabilitation loans, and to support the development of affordable rental and homeowner housing. All programs are available to households in the participating counties that earn 80% or less of the area median income.

A 12 member Board of Directors governs the HOME Consortium. The Board is composed of three members from each of the four Counties. Waukesha County was designated the “lead agency” when the Consortium was formed. The lead agency takes full responsibility for fiscal management of the HOME funds and compliance with HOME rules and other applicable Federal regulations.

Programs

The **Down Payment Assistance Loan (DPA)** program provides eligible home buyers with a forgivable loan of up to \$5,000 to be used for down payment and/or closing costs. Homeowners are required to attend housing counseling sessions, which are paid for through program funds. DPA loan is provided as a five-year forgivable loan, meaning that as long as the property remains the borrower’s primary residence for five years the loan is forgiven and no repayment is due. The loan is forgiven 20% for each full year.

The HOME Consortium operates a of **Homeowner Rehabilitation Loan Program** to provide low to moderate income households with access to loaned funds for modest home repairs. The loans are provided as no-interest, no monthly payment loans, that are due upon sale or title transfer of the home. Eligible repairs include roofs, mechanical systems, plumbing, windows, foundations, siding, painting and accessibility improvements.

The **Purchase—Rehabilitation Program** is a combination of the DPA and Homeowner Rehabilitation programs. Eligible homebuyers can receive up to \$5,000 for downpayment assistance, and up to \$17,500 for rehab costs. This program is designed to help with the purchase of foreclosed houses, or houses in need of immediate repair. All rehab work must be done in 6 months of purchasing the home, and the focus is on correcting code violations.

The HOME Consortium also allocates funding to **Housing Development** projects, to assist with the construction of affordable housing in the four counties of the HOME Consortium.

Jefferson County

Jefferson County has participated in the HOME Consortium since 1998. Many households have benefited from the HOME programs since that time.

HOME Consortium Core Program Funds 1998—2014*				
	Jefferson County		Total HOME Consortium	
	Loans	Households	Loans	Households
DPA	\$1,474,436	334	\$6,560,299	1,547
Rehab Loans	\$661,060	107	\$3,061,456	496
Purchase-Rehab Loans (since 2008)	\$1,255,641	58	\$1,709,049	85
Total	\$3,391,137	499	\$11,330,804	2,128

*Loans shown do not include costs paid for by the HOME program for housing counseling fees, inspection fees, and administration fees, or specific County Allocations (discontinued program).

Affordable Housing Development Projects

- **PADA: \$50,000**
1998 Land acquisition for 2 units of transitional housing for domestic abuse victims in Jefferson Co.
- **Jefferson County WI Habitat for Humanity: \$67,400**
2008 Land acquisition for 2 single family homes in Jefferson.
- **Movin' Out – Globe Apartments: \$435,000**
2013 Construction of 11 units for disabled individuals in Watertown.
- **Movin' Out—Monroe Street Apartments: \$440,000**
2014--2015 Construction of 11 units for disabled individuals in Waterloo.

Total Funds allocated to Jefferson County projects for the development or rehabilitation of affordable housing--\$992,400.

MUTUAL COOPERATION AGREEMENT
UNDER
THE NATIONAL AFFORDABLE HOUSING ACT

The HOME Consortium Program for Federal Fiscal Years 2014-2016

This Agreement is entered into between Waukesha County, a political subdivision of the State of Wisconsin (hereinafter "County") and the Village of Johnson Creek, a municipal corporation of the State of Wisconsin (hereinafter "Municipality" and collectively "Parties").

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990(42 U.S.C. § 12701 et seq.) as amended, (hereinafter "NAHA") provides Federal assistance for the HOME Investment Partnership Program (hereinafter "HOME Program"); and

WHEREAS, NAHA allows units of general local government to enter into a mutual cooperation agreement to form a consortium to obtain Federal funds as a participating jurisdiction under the HOME Program (hereinafter "HOME Consortium"); and

WHEREAS, the Parties have mutually developed a Consolidated Plan and Analysis of Impediments to Fair Housing Choice; and

WHEREAS, the Parties have determined that obtaining funds under the HOME Program will increase their ability to provide affordable housing, and meet other identifiable and eligible housing needs of the Municipality's residents; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter "HUD") for funds authorized under NAHA; and

WHEREAS, County and the Municipality have determined that joint action is an effective way to accomplish the purposes of NAHA; and

WHEREAS, counties in Wisconsin pursuant to § 59.01, Wis. Stats. and municipalities in Wisconsin pursuant to § 66.0301, Wis. Stats. have the necessary authority to enter into agreements of the type herein contemplated;

NOW THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between County and Municipality as follows:

SECTION 1 – PURPOSE

- A. The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for HUD HOME funds as a HOME Consortium for Federal Fiscal Years 2014, 2015, and 2016 appropriation and from any program income generated from the expenditure of such funds.
- B. Nothing contained in this Agreement shall deprive any municipality of any power of zoning, development control or other lawful authority that it presently possesses.

SECTION 2 – CONSIDERATION

Municipality, by the execution of this Cooperation Agreement, agrees to comply with this Cooperation Agreement which enables its residents to apply for HOME funds. All funds will be used within the HOME Consortium counties. County agrees to include Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of NAHA.

SECTION 3 – FUNDING

- A. The HOME Consortium shall be governed by a board of directors (hereinafter “HOME Board”). The HOME Board, by mutual agreement, shall establish “core” programs, which shall serve to benefit residents of each participating municipality and county equally. The annual distribution of “core” project funding shall continue until all allocated funds on a first come first serve basis are fully committed to eligible households.
 - a. Core programs may include, but are not limited to:
Downpayment / Closing Cost, Housing Rehabilitation, Homebuyer Counseling, Rental Rehabilitation, Rental Assistance, Purchase / Rehab or Housing Development.
 - b. HOME regulations require that 15% of HOME funds received on an annual basis must be set-aside and utilized for HOME programs using a HUD eligible Community Development Organization (CHDO), who will either own, develop, manage or sponsor a housing project.

- B. The HOME Board shall determine the allocation of HOME funds within the HUD regulation limits for program administration to Waukesha County, as the lead agent (PJ), not to exceed 10% of the annual grant.
- C. HOME regulations require that match funds or credit shall be provided at \$0.25 for every dollar spent as part of HOME programming. This match is generally provided through pledged commitments by developers of affordable housing projects. If a match cannot be provided through development projects, it shall be the responsibility of the HOME Consortium, as a whole, to provide match funds.
- D. No participating municipality / county will need to provide any funds for the administration / operation of the HOME Program.

SECTION 4 – ACTIVITIES

- A. Municipality and County agree to undertake all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. In addition, Municipality and County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws.
- B. Noncompliance by Municipality with any of the provisions above may constitute noncompliance by County which may provide cause for funding sanctions or other remedial actions by HUD.
- C. Municipality shall establish and maintain appropriate record keeping and reporting of any retained program income and make such available in order to meet the monitoring and reporting responsibilities to the U.S. Department of Housing and Urban Development.
- D. Municipality shall cooperate to undertake, or assist in undertaking, community renewal, lower-income housing assistance activities, and other eligible HOME Program activities in compliance with the regulations at 24 CFR Part 92.
- E. Municipality shall take affirmative action to further fair housing in its jurisdiction. Such actions may include planning, education and outreach, and enforcement components.

- F. HOME Consortium funding is prohibited for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes County's actions to comply with its fair housing certification.
- G. Municipality shall select at least two (2) action items from the list below to affirmatively further fair housing for the duration of this Agreement. Items listed are from the 2015—2019 Analysis of Impediments to Fair Housing Choice for Waukesha County and the HOME Consortium. Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to County of such actions within 15 days of the end of the calendar year. Municipality shall obtain updated versions of the Analysis of Impediments to Fair Housing Choice when they are published every five years and select action items from the current document.

a. Impediment #1: Zoning Regulations and Housing Mix Ratios that Reduce Opportunities for Affordable Housing Development

1. In municipalities served by sewer service, allow for the development of new single-family and two-family homes on lots of 10,000 square feet or smaller.
2. Allow for home sizes less than 1,200 square feet.
3. In municipalities served by sewer service, allow for the development of multi-family housing at a density of at least 10 units per acre.
4. To support higher density residential development, expand sanitary sewer services consistent with adopted Regional Sewer Service Plans.
5. Adopt flexible zoning regulations such as Planned Unit Developments (PUD) and Traditional Neighborhood Developments (TND) to permit higher densities and a mix of housing types.
6. Adopt inclusionary zoning provisions, such as higher density allowances and a waiver or modification of other development standards where certain set-asides are made for affordable housing for moderate and low-income families.

7. Amend design regulations to promote flexibility in development and construction costs.

b. Impediment #2: Lack of Fair Housing Knowledge

1. Attend a fair housing seminar or educational opportunity.
2. Provide education or training for rental property owners and managers on the requirements of the Fair Housing Act, the definitions of protected classes, discriminatory practices, and potential consequences for non-compliance.

c. Impediment #3: Imbalance Between Job Centers and Affordable Housing Options

1. Encourage the development of new affordable and/or mixed-income housing near job centers by offering density bonuses, fee waivers or other incentives.

d. Impediment #4: NIMBY/Prejudiced Attitudes

1. Develop and integrate appropriate diversity awareness information into staff and organizational development training.
2. Create and disseminate information regarding what affordable, workforce and mixed-income housing is and what economic benefits they offer to your community, via printed materials, training sessions, website education or other methods.
3. Participate in regional housing initiatives and collaborative efforts.

e. Impediment #5: Limited Housing Options for People with Disabilities and the Aging Population

1. Prioritize public funding for housing developments that address the needs of people with disabilities or the elderly.

2. Adopt or promote construction design concepts such as universal design (UD) and Visit-ability standards and features in all new housing, including consideration of providing density bonuses or other incentives to encourage such housing.

H. Municipality, as a cooperating unit of general local government, attests that it has adopted and is enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

SECTION 5– HOME PROGRAM ADMINISTRATION

A. DEFINITIONS

- a. “Member” means a unit of local government or a county representing townships which signs this Agreement or a substantially similar agreement, and therefore is a member of the HOME Consortium organized to carry out eligible activities under the HOME Program.
- b. “Representative Member” means the unit of local government which acts as a representative of all Members for the purposes of this Agreement. The Representative Member shall assume responsibility for ensuring that the Consortium’s HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and 01 , the requirements of 24 CFR § 92.350 (a) (5) , and the requirements of the Consolidated Housing and Community Development Plan.
- c. Waukesha County shall be the Representative Member and shall carry out all necessary overall responsibilities for the HOME Consortium, with the cooperation of all Members, consistent with the HOME Program regulations. Waukesha County may elect with the approval of the HOME Board through a Request for Proposal designate a portion of Administration funds to another entity to administer specific HOME programs.

- d. Each Member shall submit in a timely manner to the Representative Member all information necessary for participation in the HOME Consortium. This includes, but is not limited to, all information necessary for the Consolidated Plan, the program description and certifications (24 CFR § 92.150), written agreements executed with subrecipients, and performance reports.
- e. Each Member of the HOME Consortium shall start the HOME Program years on January 1st of each qualified year.
- f. Each participating county shall have not less than a three person representation on the HOME Board appointed by the county executive or county board chairman. Each participating county may also designate one alternative member. Representative Member, as the lead agent, with the approval of the HOME Board, is authorized to amend the HOME Consortium Agreement on behalf of the entire HOME Consortium to add new members to the HOME Consortium.

SECTION 6 – RESTRICTIONS

- A. Neither County nor Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the Parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.
- B. Municipality may not receive an individual formula allocation under the HOME Program except through the HOME Consortium created by this Agreement, regardless of whether Consortium receives a HOME formula allocation in a particular year.

SECTION 7 – DURATION OF THIS AGREEMENT

- A. The term of this Agreement commences the date of execution and is in force for Federal fiscal years 2014, 2015 and 2016 and for such additional time as may be required for the expenditure of program income received and of funds granted through The Act and NAHA to County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. Municipality shall not have the opportunity to terminate or withdraw from this Agreement during the period that this Agreement is in effect. This Agreement shall be in effect until the CDBG and HOME funds and program income received with respect to activities carried out during Federal fiscal years 2014, 2015 and 2016 are expended and the funded activities completed.

- B. This Agreement, in accordance with Federal regulations, provides for an automatic renewal for each successive three-year qualification period provided that the County notifies each participating unit of general local government in writing of its right not to participate for the successive three-year qualification period by the date specified in HUD's urban county qualification notice for the next qualification period. A Municipality electing to opt-out of a successive qualification period must notify the County in writing.

- C. Municipality and County agree to adopt any amendment to this Agreement incorporating the changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period. Failure to adopt, execute and submit amendment requirements will void the automatic renewal provision for such qualification period.

This Agreement is executed by the respective Parties as Members of a HOME Consortium partnership. In so doing, all existing municipalities and governing bodies are agreeing to participate under the terms of the HOME Consortium partnership with any other municipality or governing body which has joined or subsequently joins the partnership.

The terms and provisions of this Agreement are fully authorized under state and local law and that this Agreement provides full legal authority for the signatory parties to undertake or assist in undertaking HOME Program Consortium activities.

County and Municipality have authorized this Agreement and attest that this Agreement is executed by the chief executive officer of each entity.

By: _____
 Print Name _____
 Title _____

Date: _____

By: _____
 Print Name _____
 Title _____

Date: _____

By: _____
Print Name _____
Title _____

Date: _____

By: _____
Print Name _____
Title _____

Date: _____

RESOLUTION 116-15

911 JOINT POWERS AGREEMENT

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

WHEREAS, Jefferson County and the municipalities located within the boundaries of Jefferson County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including firefighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9)(a)(b), Wis. Stats "Joint Powers Agreement" requires that in implementing a 911 system as has been done in Jefferson County, municipalities shall annually enter into a Joint Powers Agreement, in which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Jefferson County 911 System, such vehicle shall render its service to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries; and

THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Jefferson County and the Village of Johnson Creek, Wisconsin as follows:

1. Effective as of January 1, 2016, this Agreement shall, thereafter, be applicable on a daily basis for one year.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency services, is dispatched in response to a request through the Jefferson County Emergency 911 System, such vehicle (whether owned and operated by the Municipality or by the agency) shall render its services to the person needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, As required by Sec. 256.35(9)(c), Wis. Stats.

JEFFERSON COUNTY (Dispatching Agency)

By: _____ dated: _____
Paul S. Milbrath, Sheriff

JEFFERSON COUNTY CLERK

By: _____ dated: _____
Barbara A. Frank

VILLAGE OF JOHNSON CREEK (Participating agency)

By: _____ dated: _____
John L. Swisher, President

NOW THEREFORE BE IT RESOLVED, the Village Board approves the 911 Joint Powers Agreement with Jefferson County,

PASSED AND ADOPTED by the Village Board of Trustees this 26th day of October 2015.

John L. Swisher, Village President

ATTEST

Lisa Trebatoski, Deputy Clerk – Treasurer

RESOLUTION 117-15

2016/2017
JOHNSON CREEK SNOWMOBILE TRAILS

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

WHEREAS, by Village Ordinance 221-6 (B)(2) the Village Board may amend or modify the designated snowmobile trail map, and

WHEREAS, the Jefferson County Snowmobile Club have provided the Village with an updated trail map for 2015/2016 winter season, and

NOW THEREFORE BE IT RESOLVED, that the Village Board approves the attached snowmobile trail map, and

BE IT FURTHER RESOLVED, that copies of the trail map be filed with the Jefferson County Sheriff’s Department and the Police Chief, and

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

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this 26th day of October, 2015.

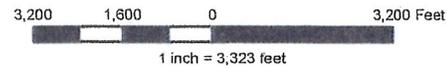
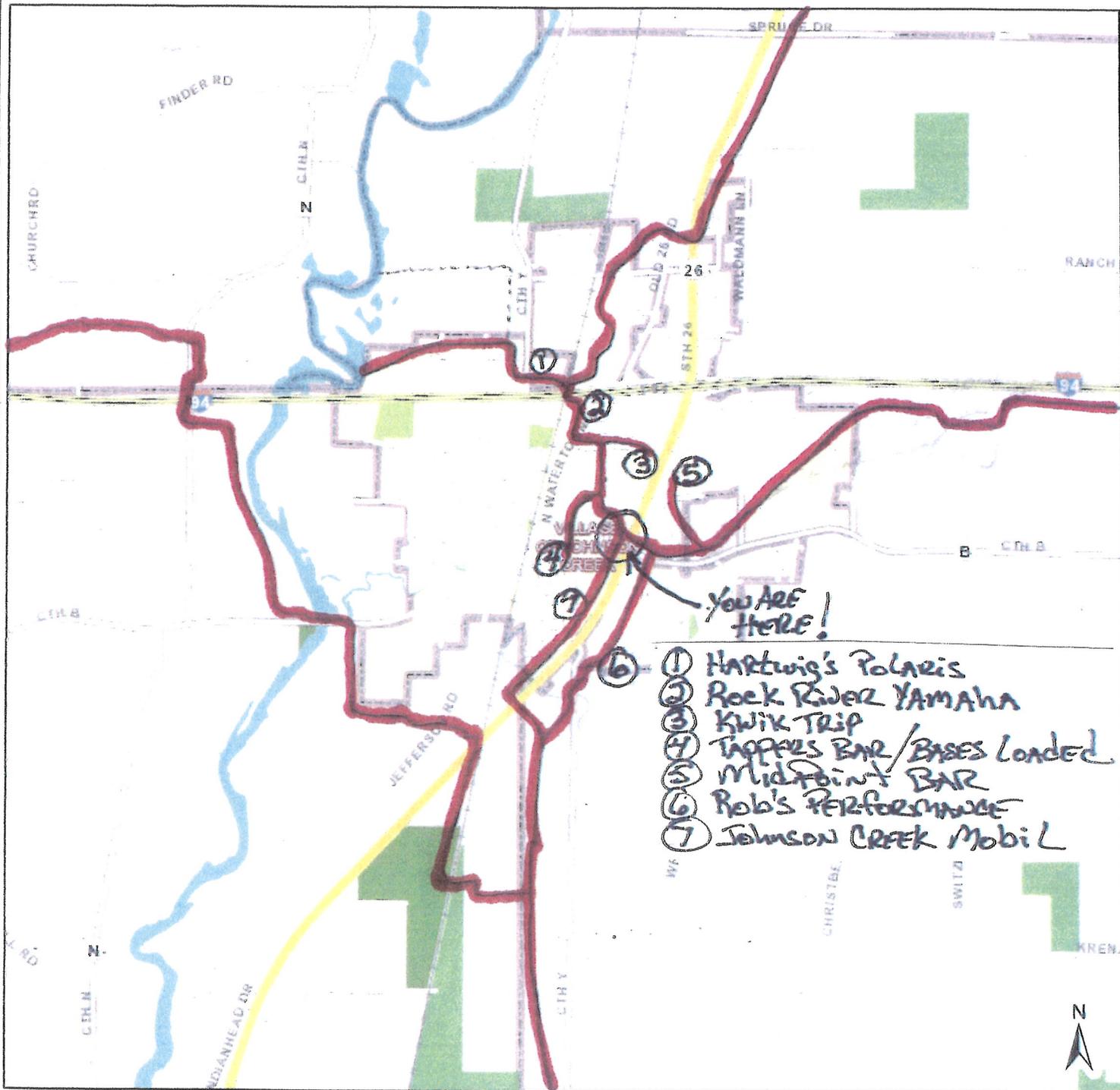
John L. Swisher, Village President

ATTEST:

Lisa Trebatoski, Deputy Clerk – Treasurer

Date sent to Police Chief:

Date sent to the Jefferson County Sheriff’s Department:



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:

To Watertown

To Rock River

To
Fresno





Experts in all aspects of your arboricultural needs !

(Tree and Stump removal, Aerial work, brush chipping, etc.)



Jim Ganser

437 E. Clancy Street
Jefferson, WI 53549

Proposal For:

Name: Village of Johnson Creek

Date: 10-7-15

Address: _____

Phone: _____

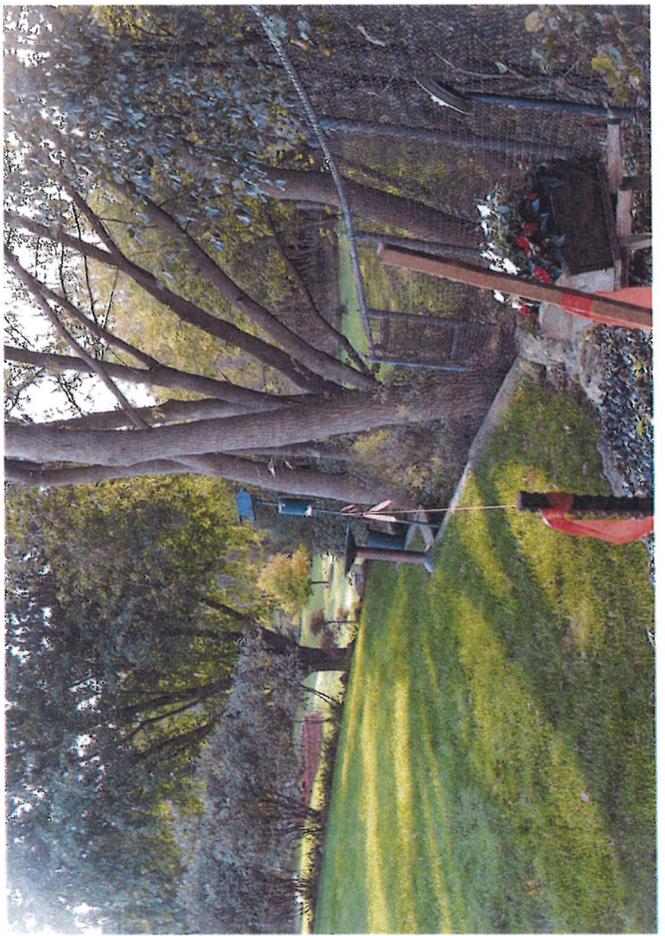
Work Done:

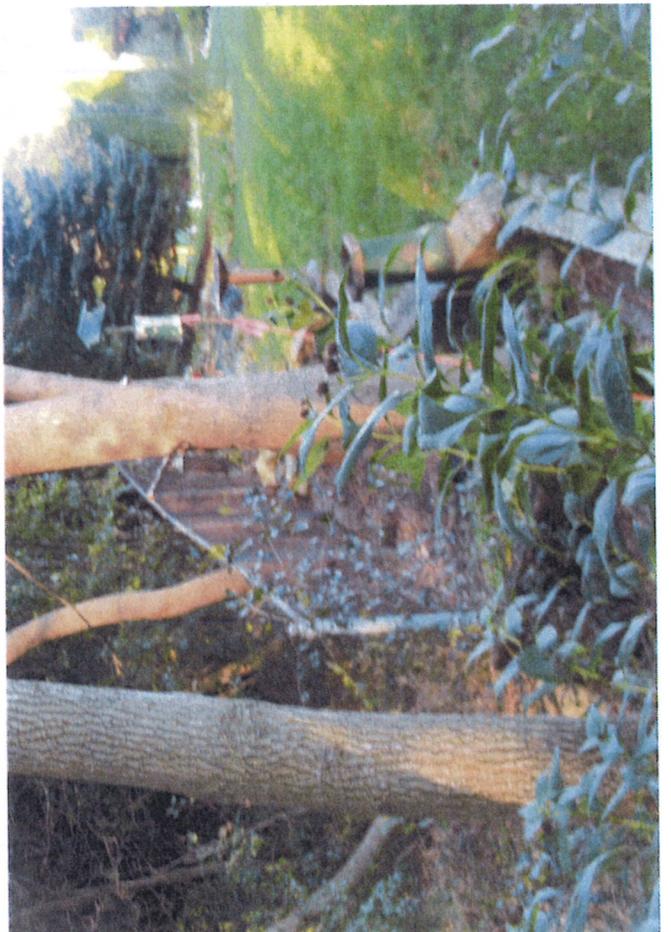
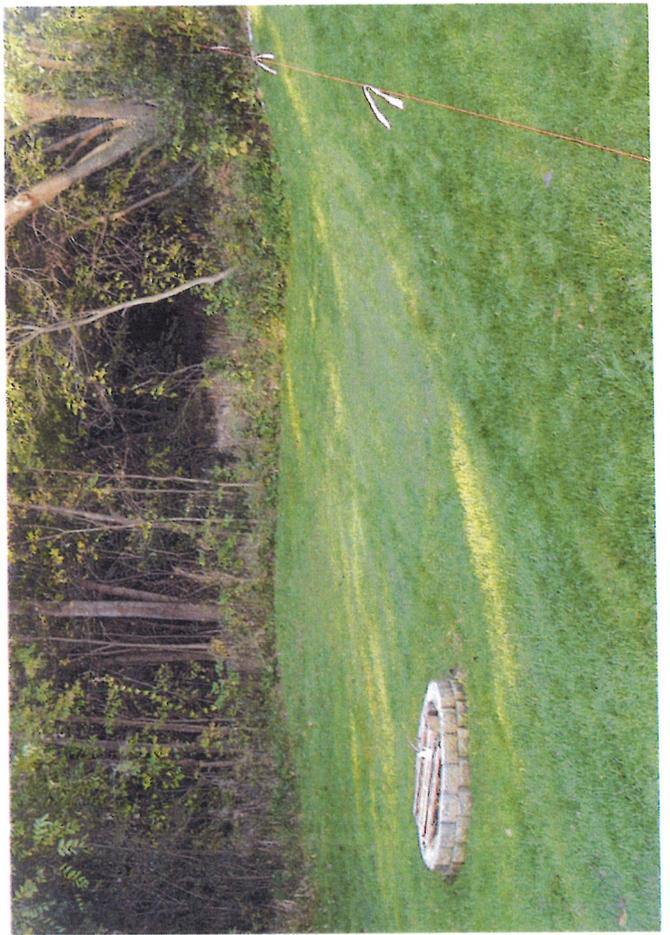
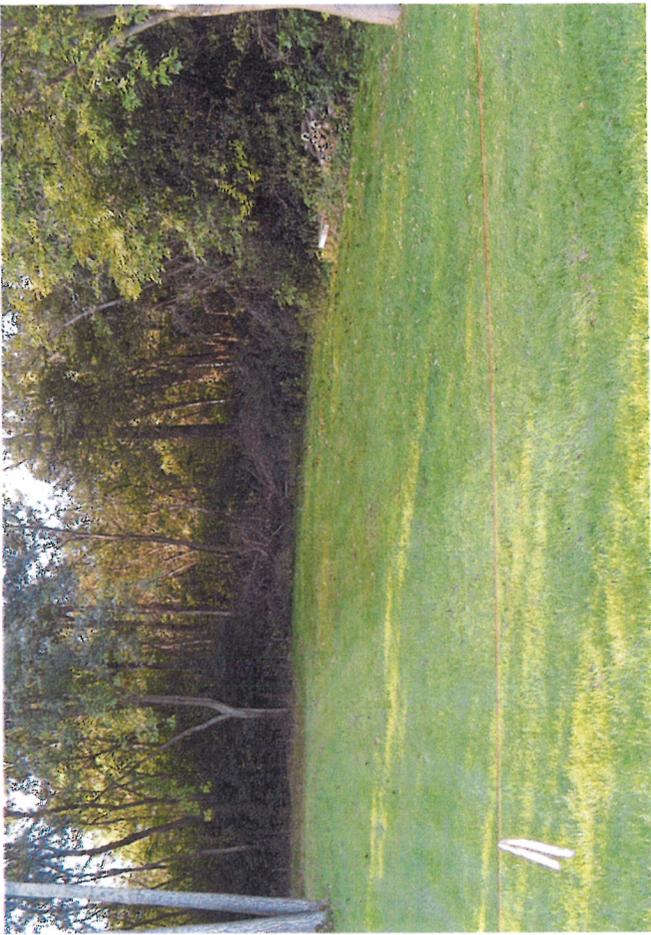
- tree removal & trimming 115-117 Sanctuary ct
 - all debris removed
 - planks laid down on lawn so no tracks are left
- _____

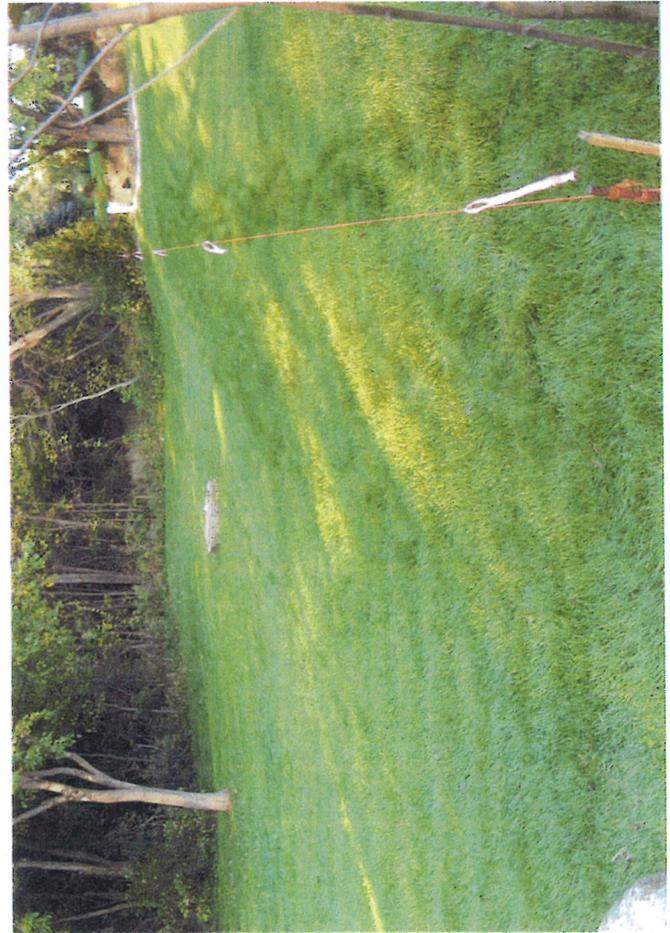
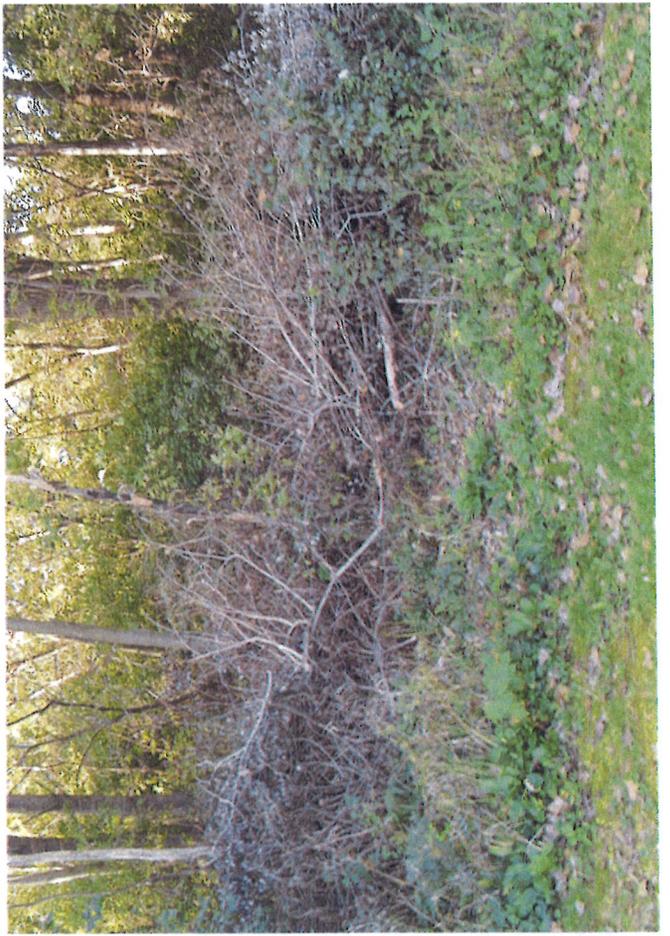
Amount Due: \$ 1575.00

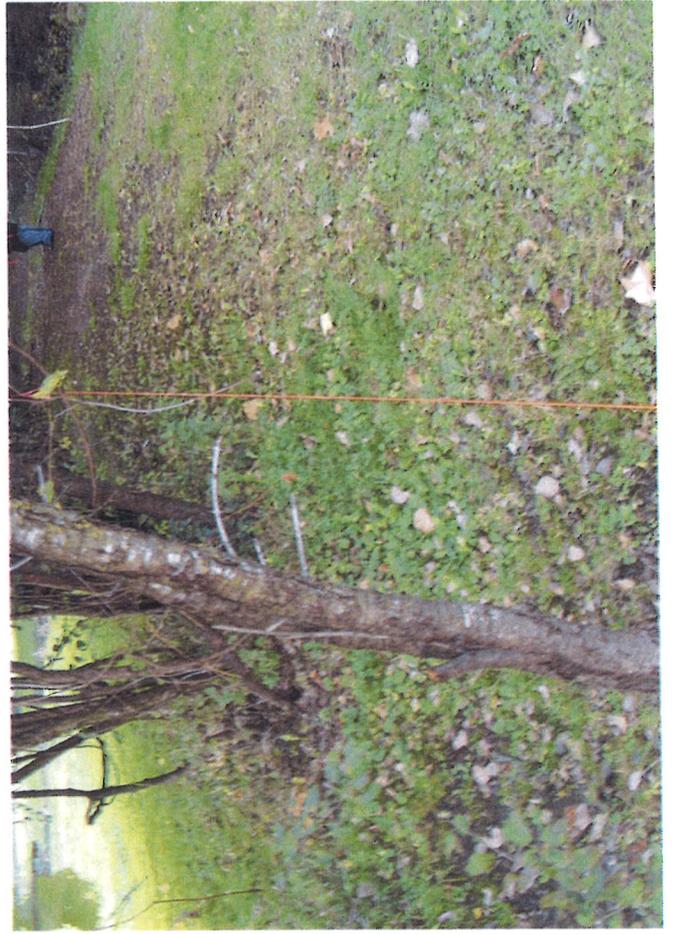
Payment due on completion of job

* Interest will be charged at the rate of 1-1/2% per month on all past due balances.











JCEDC/COMPANY NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made as of the date on which both Company Name (the “Company”) and the Jefferson County Economic Development Council (the “Consortium”) have signed below (the “Effective Date”). The Company and the Consortium will also be referred to, individually, as a “party” or, collectively, “the parties.”

1. For purposes of this Agreement, “Confidential Information” means all information or material relating to the Company and conveyed by the Company to the Consortium in written form, through online shared economic development tools, or through discussions that is confidential, proprietary or a trade secret as defined by Wis. Stat. § 134.90(1)(c).
2. The Company shall clearly mark “CONFIDENTIAL,” or “CONFIDENTIAL – TRADE SECRET” where applicable, all materials constituting or containing Confidential Information upon providing it to the Consortium.
3. The Consortium shall not use the Confidential Information other than in connection with the purposes contemplated by this Agreement and relating to the business and economic development discussions between the parties.
4. The Consortium shall limit access to the Confidential Information solely to its and employees and officials of governmental or public-private authorities who have a direct and immediate need of such access. The parties agree that the Consortium may share this information with appropriate officials of any local government that would be directly affected by the information.
5. The Consortium shall not copy or reproduce, in whole or in part, any Confidential Information, except for its own use, without written authorization of the Company.
6. Except as outlined in this Agreement, the Consortium shall not disclose the Confidential Information to third parties unless required to do so by law. The Consortium may disclose Confidential Information to the extent required by an order of a court, administrative Council or other governmental body; by any law, including Wisconsin’s public records law, Wis. Stat. §§ 19.31 et seq., rule or regulation; or by subpoena, summons or other administrative or legal process.
7. The Company agrees that the Consortium shall have no obligation with respect to any information which (a) is now or hereafter becomes publicly known without breach of this Agreement; (b) is disclosed to the Consortium by a third party that is legally entitled to disclose such information; (c) is known by the Consortium prior to its receipt of the information; or (d) is disclosed with the Company’s written consent.



Authorized Local Economic Development Partner Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between Jefferson County Economic Development Consortium (JCEDC), the JCEDC Community Representative of [Municipal Name] and [Authorized Local Economic Development Partner Name], for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

- 1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all economic development business attraction, expansion, or retention project information or material in written form, through online shared economic development tools, or through discussions that is confidential, proprietary or a trade secret as defined by Wis. Stat. § 134.90(1)(c).
- 2. Exclusions from Confidential Information.** All of [Authorized Economic Development Partner Name]'s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of other authorized economic development team members, or (b) is disclosed by the Project Manager with written approval.
- 3. Obligations of Authorized Economic Development Partners.** In light of the foregoing, Municipality has requested, and the [Authorized Economic Development Partner Name] has agreed, that all requests for records under the WPRL relating to a project where Municipality has been identified as the Project Lead shall be directed to Municipality for a response. The economic development Consortium member for the community in which a particular project is located is responsible as the "custodian" and "Project Manager" of all digital and written records in relation to that economic development project. [Authorized Economic Development Partner Name] shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Project Managers. Authorized Partners shall not, without prior written approval from the corresponding Project Manager, publish, copy, or otherwise disclose to others, or permit the use by others any Confidential Information.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and [Authorized Economic Development Partner Name]'s duty to hold Confidential Information in confidence shall remain in effect for a period of two years following completion of an economic development project or until a Project Manager sends [Authorized Economic Development Partner Name] written authorization to disclose the Confidential Information, whichever occurs first. Notwithstanding the foregoing, [Authorized Economic Development Partner Name] may disclose Confidential Information as required by law.

5. Relationships. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted to effectuate the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

JEFFERSON COUNTY ECONOMIC DEVELOPMENT CONSORTIUM:

By: _____
Name Title Date

MUNICIPALITY:

By: _____
Name Title Date

AUTHORIZED ECONOMIC DEVELOPMENT PARTNER:

By: _____
Name Title Date