



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

Agenda

VILLAGE BOARD MEETING
Village Hall
March 26, 2012
5:30 p.m.

1. Call to Order; Roll Call
2. Pledge of Allegiance
3. Statement of Public Notice
4. Approve Finance Report- *pgs 1-2*
5. Approve Village Board minutes of March 12th, 2012- *pgs 3-4*
6. Notices and Discussion
7. Public Comment (limited to two minutes per person)
8. Communication - Street Light - Ann Hyra - 421 Champlain Drive-*pgs 5-6*
9. Resolution 21-12 Site Plan Review - KOHLS- (PC A) - *pgs 7-10*
10. Resolution 23-12 Additional Operators License for 2011-2012- *pgs 11-12*
11. Resolution 24-12 Approving Six Month Class B License for 2012 - *pgs 13-14*
12. Resolution 25-12 Lease of Cropland on Wright Rd. - *pgs 15-20*
13. Resolution 26-12 Lease of Cropland on Resort Drive - *pgs 21-26*
14. Next Village Board Meeting Monday, April 9, 2012 - 5:30 p.m.
15. Adjourn

N/A Not adopt/approve
A Adopt/approve

N.B. Page numbers relate to Board/Committee members packets

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

Requests 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.

Agenda Posting Information	
Date	
Time	am/pm
Initials	

Check Register Report

Date: 03/20/2012

Time: 1:44 PM

Page: 1

Village of Johnson Creek

BANK:

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
30931	03/09/2012	Printed	JC POST OF	JOHNSON CREEK POST OFFICE	MARCH W/S BILLS POSTAGE	321.92
30932	03/13/2012	Printed	EMP BENEFI	EMPLOYEE BENEFITS	FLEX 2ND QTR -6 PAYROLLS	1,423.92
30933	03/20/2012	Printed	AFLAC	AFLAC	2/17/12 PAYDATE	43.20
30934	03/20/2012	Printed	AIRGAS	AIRGAS NORTH CENTRAL INC	OXYGEN RENTAL TANKS- EMS	307.19
30935	03/20/2012	Printed	AXA EQUITA	AXA EQUITABLE	3/2, 3/16, 3/30 PAYDATES	150.00
30936	03/20/2012	Printed	BADGER UTI	BADGER UTILITY INC	OIL FILTERS- DPW	18.52
30937	03/20/2012	Printed	BIGFOOT	BIGFOOT LABORATORIES, INC	SCHEDULING PROGRAM- EMS	127.50
30938	03/20/2012	Printed	BRILLIANCE	BRILLIANCE AUDIO, INC	BOOK ON CD- LIBRARY	54.84
30939	03/20/2012	Printed	CAREW HEAT	CAREW HEATING & AIR CONDITION	ANNUAL MAINT-FURNACES, A/C	895.00
30940	03/20/2012	Printed	CRAMER, MU	CRAMER, MULTHAUF & HAMMES,	JAN/FEB MONTHLY SERV. RENDERED	1,400.00
30941	03/20/2012	Printed	EMER. MED.	EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	245.29
30942	03/20/2012	Printed	FT HEALTHC	FORT HEALTHCARE	AMBULANCE SUPPLIES	45.00
30943	03/20/2012	Printed	GALL'S INC	GALLS, AN ARAMARK COMPANY	STINGER LED DUAL SWITCH-PD	113.24
30944	03/20/2012	Printed	GORDON FLE	GORDON FLESCH CO., INC.	APRIL PD/HALL LEASE	493.32
30945	03/20/2012	Printed	HACH	HACH COMPANY	TESTING SUPPLIES-WWTP	4,130.21
30946	03/20/2012	Printed	HADY	HADY ELECTRIC INC	WWTP ELECTRICAL WORK	2,416.00
30947	03/20/2012	Printed	HD SUPP	HD SUPPL NTL WATERWORKS-	BATTERY FOR METER READER-H2O	137.98
30948	03/20/2012	Printed	JC WATER/S	JC WATER AND SEWER	GARAGE,WWTP,HALL,PD,FD,EMS,CC	527.35
30949	03/20/2012	Printed	JEFF TREAS	JEFFERSON CTY TREASURERS	FEBRUARY COURT REPORT	640.00
30950	03/20/2012	Printed	JOHNSON BL	JOHNSON BLOCK COMPANY, INC	2011 AUDIT, TIF DEBT ISSUES	8,100.00
30951	03/20/2012	Printed	JC POST OF	JOHNSON CREEK POST OFFICE	POLICE DEPT POST OFFICE BOX	56.00
30952	03/20/2012	Printed	JC POST OF	JOHNSON CREEK POST OFFICE	POSTAGE STAMPS	45.00
30953	03/20/2012	Printed	MENARDS	MENARDS	SUPPLIES, WWTP	146.86
30954	03/20/2012	Printed	MENARDS	MENARDS	RESTITUTION	268.17
30955	03/20/2012	Printed	MICROMARK	MICROMARKETING LLC	BOOKS ON CD- LIBRARY	79.98
30956	03/20/2012	Printed	MIDAMER	MID-AMERICAN RESEARCH	CLEANER FOR DPW EQUIPMENT	255.83
30957	03/20/2012	Printed	NAT BUSINE	NATIONAL BUSINESS FURNITURE	WWTP LAB STOOL, CHAIRS	998.00
30958	03/20/2012	Printed	NORTH CENT	NORTH CENTRAL LAB INC	WWTP LAB SUPPLIES	213.46
30959	03/20/2012	Printed	PINE CONE	PINE CONE TRAVEL PLAZA	RESTITUTION	70.00
30960	03/20/2012	Printed	PRO EQUIP	PROFESSIONAL EQUIPMENT &	CLOTHING ALLOWANCE-STEINHORST	54.99
30961	03/20/2012	Printed	RELIANCE	RELIANCE STANDARD	APRIL LIFE INS	576.36
30962	03/20/2012	Printed	ROB'S PERF	ROB'S PERFORMANCE	GENERATOR TUNE-UP TRK #24-FD	150.34
30963	03/20/2012	Printed	SCHLATTER	MATT SCHLATTER	CLOTHING ALLOWANCE	209.95
30964	03/20/2012	Printed	TIMBER CR	TIMBER CREEK HOMES, INC	201 STONEFIELD - BOND REFUND	1,425.00
30965	03/20/2012	Printed	TRI-COUNTY	TRI-COUNTY DISTRIBUTING CO	CLEANING SUPPLIES-VH	144.75
30966	03/20/2012	Printed	UNEMPLOY	UNEMPLOYMENT INSURANCE	UNEMPLOYMENT - LIBRARY	313.97
30967	03/20/2012	Printed	US CELL	US CELLULAR	CELL PHONES FIRE DEPT/EMS	33.90
30968	03/20/2012	Printed	VILL OF JC	VILLAGE OF JOHNSON CREEK	ACCOUNT TRANSFER	100,000.00
30969	03/20/2012	Printed	WE ENERGIE	WE ENERGIES	ST LIGHTS,WELLS, VILLAGE DEPTS	18,362.88
30970	03/20/2012	Printed	WI COURT F	WISCONSIN COURT FINES &	FEBRUARY COURT REPORT	1,976.93

40 Checks Total (excluding void checks): 146,972.85

40 Bank Total (excluding void checks): 146,972.85

40 Grand Total (excluding void checks): 146,972.85

WATER	\$3,735.44
SEWER	\$16,607.43
TIF #2	\$1,072.42
TIF #3	\$1,072.42
LIBRARY	\$820.54
FIRE	\$1,351.65
EMS	\$1,085.59
GENERAL	\$121,227.36
TOTAL	\$146,972.85

AUTHORIZED BY: _____
P & F Chair

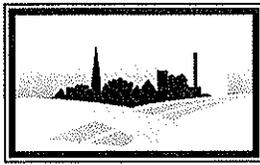
AUTHORIZED BY: _____
P & F Member

RESTRICTED & CASH ON HAND (BUDGET & DEBT PMT) 3/20/12

GENERAL FUND	Restricted	Cash for Budget/Debt
Checking , Payroll , Money Market (Remaining Expenditures: \$1,902,016.55)		\$1,179,379.12
EMS -FAP Funds (Restricted Use)	\$20,949.40	
G.O. Bond Proceeds	\$118,898.53	
Restricted Account	\$227,842.24	
Tax Account (Temp Acct to Hold Tax Collections)		\$0.00
Tree Fee Account	\$5,911.23	
Impact Fee Account (Parks Share and Public Works Share)	\$73,576.53	
West Side Street & Utility Improvement Fees	\$5,996.90	
	\$453,174.83	\$1,179,379.12
WATER FUND	Restricted	Cash for Budget/Debt
Checking, Money Market (Remaining Expenditures: \$578,760.96)		\$402,596.06
Water Revenue Bond Proceeds (Water Portion Well 4)	\$69,839.89	
Depreciation Equipment (deposits monthly, can't use for debt)	\$178,517.45	
Bond Reserve & Redemption (deposits monthly - Min. for '10 \$631K)	\$859,777.40	
Impact Fee Account (Water Share)	\$34,054.29	
	\$1,142,189.03	\$402,596.06
SEWER FUND	Restricted	Cash for Budget/Debt
Checking, Money Market (Remaining Expenditures: \$548,673.46)		\$377,107.13
Depreciation Equipment (deposits monthly, can't use for debt.)	\$653,622.84	
Bond Redemption (deposits monthly - Min. for '10 \$595K)	\$267,673.09	
Bond Reserve	\$267,853.14	
Impact Fee Account (Sewer Share)	\$49,479.47	
	\$1,238,628.54	\$377,107.13
TIF 2	Restricted	Cash for Budget/Debt
Checking, Money Market (Remaining Expenditures \$871,216.29)		\$941,241.08
Water Revenue Bond Proceeds (TIF 2 portion Well 4)	\$692,972.30	
Bond Reserve/Redemption (held by Associated Trust - not in Village Account)	\$759,321.20	
	\$1,452,293.50	\$941,241.08
TIF 3	Restricted	Cash for Budget/Debt
Checking, Money Market (Remaining Expenditures: \$1,060,349.34)		\$1,078,360.42
Water Revenue Bond Proceeds (TIF 3 portion Well 4)	\$517,353.97	
Bond Reserve/Redemption (held by Associated Trust - not in Village Account)	\$957,894.77	
	\$1,475,248.74	\$1,078,360.42
LIBRARY	Restricted	Cash for Budget
Checking (Remaining Expenditures: \$174,012.82)		\$126,256.42
Restricted & Trust Account	\$24,025.23	
	\$24,025.23	\$126,256.42
ROOM TAX	Restricted	Cash for Budget
Checking (Remaining Expenditures: \$42,048.00)	\$37,716.25	
FIRE FUND	Restricted	Cash for Budget/Debt
Checking, Money Market (Remaining Expenditures: \$788,908.46)		\$195,012.29
GO Note Proceeds (Borrowed for Equipment)	\$19,773.09	
GO Bond Proceeds (Borrowed for property purchase)	\$426,771.68	
Impact Fee Account (Fire-EMS Share)	\$135,632.90	
	\$582,177.67	\$195,012.29
	Restricted	Cash for Budget/Debt
RESTRICTED & CASH ON HAND (BUDGET & DEBT PMT) 3/20/12	\$6,405,453.79	\$4,299,952.52

BANK TOTALS

Premier Bank (Checking, Money Market)	\$2,424,914.55
Badger Bank (Checking, Money Market)	\$820,064.01
Local Government Investment Pool (LGIP)*	\$0.00
Bank of Lake Mills (Money Market)	\$1,855,303.61
Landmark Credit Union (Money Market)	\$647,607.85
Summit Credit Union (Money Market)	\$647,440.92
Fort Community Credit Union (Money Market)	\$649,864.02
American National Bank (CD)	\$0.00
Town and Country Bank (CD)	\$645,567.53
Greenwoods State Bank (Money Market)	\$648,658.29
M&I Bank (Money Market)	\$648,769.56
Associated Trust	\$1,717,215.97



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

In attendance: President Kaltenberg, Trustees: Jim Best, Rory Holland, Greg Schopp, Tim Semo, and Bridget Thomas. Absent and excused: Trustee Tom Kupsche. Also in attendance: Administrator Mark Johnsrud, WWTP Superintendent Peter Hartz, Street Superintendent Lee Trumpf, Attorney James Hammes and Clerk-Treasurer Joan Dykstra.

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

Approve Finance Report

A Thomas/Holland motion carried on a 6-0 roll call vote to approve the finance report with claims totaling \$99,845.80.

Reports from: Fire-EMS, Ambulance, Police and Building Inspector – *For Information Only*

Approve Village Board minutes of February 13 and February 27th, 2012

A Holland/Kaltenberg motion carried on a 6-0 roll call vote to approve February 13th and February 27th Village Board minutes.

Notices and Discussion

- Grand opening March 15-19 - Longaberger at Home - Johnson Creek Premium Outlets

Public Comment - none

Resolution 16-12 Appointment of Special Registration Deputy

A Semo/Best motion carried on a 6-0 roll call vote to approve Les Gray as special registration deputy at the Johnson Creek School District.

Resolution 18-12 Additional Operators License for 2011-2012

A Thomas/Holland motion carried on a 6-0 roll call vote to approve an operator's license to Ann Marie Zimmerman.

Resolution 19-12 Writing Off Uncollectible 2010 Personal Property Taxes

A Semo/Kaltenberg motion carried on a 6-0 roll call vote to approve writing off uncollectible 2010 personal property taxes in the amount of \$340.48.

Resolution 20-12 Request for Proposal – Design-Build – Bell Park Restroom

After discussion, a Semo/Schopp motion carried on a 4-2 roll call vote with Holland and Schopp opposed to approve requesting proposals to design and build a single uni-sex bathroom with a covered pavilion in Bell Park and report back all proposals to the Village Board for approval prior to construction.

Resolution 22-12 Transfer of Impact Fees for General Obligation Debt Service

A Thomas/Holland motion carried on a 6-0 roll call vote to approve transferring impact fees for general obligation debt interest payment.

Menards Property Discussion of Purchase to Offer – Extension/Menards 340 Wright Road

A Kaltenberg/Holland motion carried on a 6-0 roll call vote to not extend the offer to purchase to Menards.

VILLAGE BOARD MEETING
March 12, 2012

Administrator Memorandum - Centennial Park - EVOS Playground Structure - Slalom Glider Recall

A Holland/Thomas motion carried on a 6-0 roll call vote to approve option 1) \$4,000 credit on future Landscape structures purchases to be used by 12/31/2013, and purchase the replacement slide at a cost of \$2,000 (covered by the reimbursement) and four (4) additional two seat park benches at a cost of \$440 each or \$1,760 (covered by the reimbursement).

Discussion Honeywell Energy Audit with Street Superintendent and Water/Wastewater Superintendent

WWTP Superintendent Peter Hartz and Street Superintendent Lee Trumpf explained their thoughts about the Honeywell energy audit that was presented earlier in the year.

Closed Session

A Holland/Schopp motion carried on a 6-0 roll call vote to convene into closed session at 6:12 p.m. Pursuant to Wisconsin Statutes §§19.85(1)(e) deliberating or negotiating the investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require closed session with respect to *possible special assessment litigation and tax foreclosure against Carlisle Real Estate Group, LLC, Palms Resort Group, LLC* and confer with legal counsel concerning strategy and reserve the right to reconvene into open session and §§19.85(1)(e) deliberating or negotiating the investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require closed session with respect to the *negotiation of a contract to provide fire protection to the Town of Aztalan, Town of Farmington, Town of Milford and Town of Watertown to include the purchase of property owned by the Johnson Creek Community Fire Department at 120 S. Watertown Street and 145 S. Watertown Street* and §§ 19.85 (1) (c) *considering compensation within an employment contract for the Fire Chief.*

Trustee Thomas left closed session at 6:31 p.m.

Reconvene into Open Session

A Holland/Schopp motion carried on a 5-0 roll call vote to reconvene into open session at 6:50 p.m.

Action from Closed Session

A Holland/Kaltenberg motion carried on a 5-0 roll call vote to approve an employment agreement with David Peterson as part-time fire chief as recommended by the Police and Fire commission with the agreement to be amended to include five days' vacation the first year after the 90 day introductory period and in Article VI reduce "If such termination is without cause, the employee shall receive *ninety days salary*" instead of six months, as originally written.

Next Village Board Meeting Monday, March 26, 2012 - 5:30 p.m.

Notice of Meeting - Joint School/Village Recreation Meeting March 14th - 5:30 p.m.
at Johnson Creek Schools - Superintendent Office

Adjourn

A Schopp/Holland motion carried to adjourn at 6:52 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.

March 15, 2012

Dear Village of Johnson Creek Board Members:

In November, 2011 I purchased a home at 421 Champlain Dr. Prior to purchasing the home, I noticed that there was a street light (28 ft. from the front of the home) and it was not "on". In the back of my house is another street light that is lit. This one I can deal with because it is far enough away from the house where it doesn't blind me. I was happy that the light in the front of the house was not on because I enjoy living in what I believe is more so "countryside living" and was raised living in the country (very little exposure to lights). I am a person that very much enjoys being outdoors & on a nice spring or summer night would like to be able to sit outside to look at the sky or by a fire.

As of the evening of March 13th, 2012, I pulled up to my house to find a BIG, BIRGHT BEAUTIFUL street light lighting up the entire front of my house and all around the side of it. I walked into my house to find my whole living room & kitchen lit up by this BIG BRIGHT BEAUTIFUL light. Now, I am thinking to myself, so much for being able to sit outside to enjoy a nice spring or summer night and at the same time thinking "is it night time right now"? I realized that I can't even sit in my front yard or back yard without any street lights. Had I known that this street light was going to be as intense as it is, I probably wouldn't have purchased this home. As far as I am concerned this lighting would not be a selling factor if selling a home in Morse Farm Highlands, I believe this would actually inhibit a sale of a home and make the location less desirable/less valuable.

I made a call to the Village Hall on March 14th complaining about this street light. The individual I spoke with said that she would have Mark Johnsrud , Village Administrator call me back. Mark & I touched base later that afternoon. I explained to Mark how far the street light is away from the front of my house (28 ft.) & that it lights up my entire front yard along with my living room & kitchen. It is like having the Pine Cone sign in my living room window. He said that there really wasn't anything he could do about it because it is the in the street right of way, but said I can write a letter to the Village. I was told that the lights that were turned off to help cut back on expenses. However, people have complained because they want the lights on for safety concerns and as the houses are built more lights will be turned on. Okay, if this is the case, why is it that the street light outside of 412 Champlain Dr. is not turned on also? The people moved into this house a few weeks prior to me moving into mine. As far as I know, lights draw more activity. He said that people who walk their dogs later at night like to have the lights on.

I have a dog & walk him later at night to avoid the 90% of the people who do not walk their dogs because they let them run loose constantly in a community that has a so called "leash law". I have only seen 2 other people on 2 occasions walking their dogs later in the evening (in the dark). I have also noticed that a majority of the street lights positioned in front of other homes are placed more towards the side of the garage vs. near a front window such as the street light in the front of my home. Now with the time change and it being light out later, people are walking prior to complete darkness. So, really, why all of the lights, especially now? The lighting at the park & ride & around the freeway is less intense than the lights in Morse Farm Highlands. There is less lighting downtown in the Village of JC than in Morse Farms Highlands. There is actually less lighting in the cities of Milwaukee & Madison. Morse Farm Highlands is lit up like a parking lot.

If lights were turned off for a cost saving measure, why are they back on? I asked Mark what the wattage of these street lights was & he said he didn't know. He would need to speak with the street department. I told him that I would like to know. If the Village wishes to have the street lights on, but would like to cut back on expenses, why hasn't someone investigated the cost of using lower watt bulbs (less intense lighting-easier on the eyes, more appealing than what is currently used) or the possible use of motion sensors on these street lights.

I believe that the Village should consider everyone's point of view rather than just one sides point of view and come to some type of a compromise. All of us who own our homes are taxpayers of the community, including me.

I am asking the Village to turn the street light "off" at the front of my home for my own well being. There are plenty of other lights on so that people can see their way. If the Village won't turn this light off, I am asking that they turn "on" the lights by "all" of the other homes occupied (not just certain ones) and consider alternatives of utilizing the lower watt bulbs or motion sensors on the street lights. These changes to consider may be costly in the beginning, but what would the cost savings be in the long run?

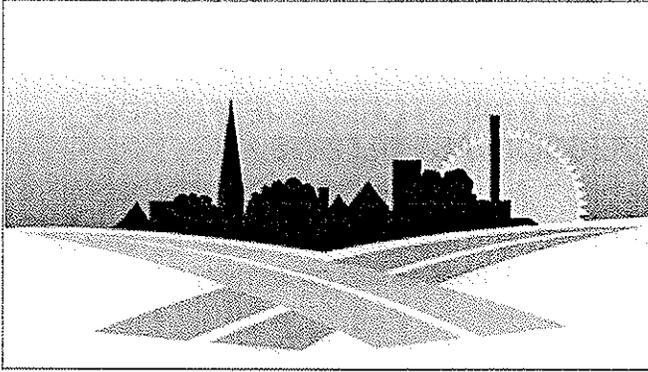
Thank you,

Ann Hyra
421 Champlain Dr.
Johnson Creek, WI 53038

(262)490-5376/annhyra@yahoo.com

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 21-12

SITE PLAN REVIEW - KOHLS

Plan Commission 3-15-12 *approved 6-0*

Village Board 3-26-12

Requested by: Kohls Department Stores, Inc.

Introduced by: Village President Michelle Kaltenberg

RESOLUTION 21-12

SITE PLAN REVIEW - KOHLS

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

WHEREAS, KOHLS Department Store had submitted a site plan application to remodel the front façade of the building which was approved by the Village Board on January 23, 2012, and

WHEREAS, KOHLS Department Store has submitted a new site plan application which changes the entrance and elevation plans from the previous approved site plan, and

NOW THEREFORE BE IT RESOLVED, the Village Board of Trustees of the Village of Johnson Creek hereby approve the site plan application of Kohl's Department Stores, Inc,

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

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek this 26rd day of March 2012.

Michelle Kaltenberg, Village President

ATTEST:

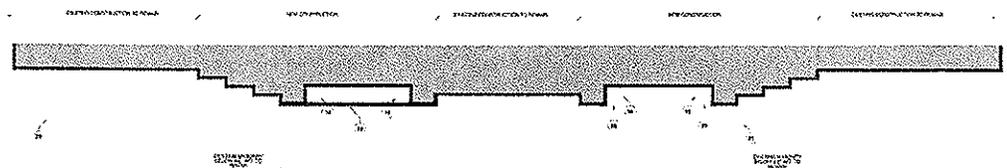
Joan Dykstra, Clerk - Treasurer



EXISTING FRONT ELEVATION



NEW FRONT ELEVATION



- KEYNOTE LEGEND**
- | | | | | | | | | | | | | | | | | | | | |
|-------------------|------------------------------|---|--|--|--|---|--|---|---|--|---|--|--|--|--|--|--|--|--|
| 1. EXISTING BRICK | 2. EXISTING BRICK WITH STAIN | 3. EXISTING BRICK WITH STAIN AND POINTING | 4. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR | 5. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT | 6. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT | 7. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING | 8. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING AND REPAIR | 9. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING AND REPAIR AND POINTING | 10. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING AND REPAIR AND POINTING AND REPAIR | 11. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING | 12. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING AND REPAIR | 13. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING | 14. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING | 15. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING | 16. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING | 17. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING | 18. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING | 19. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING | 20. EXISTING BRICK WITH STAIN AND POINTING AND REPAIR AND PAINT AND GROUT AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING AND REPAIR AND POINTING |
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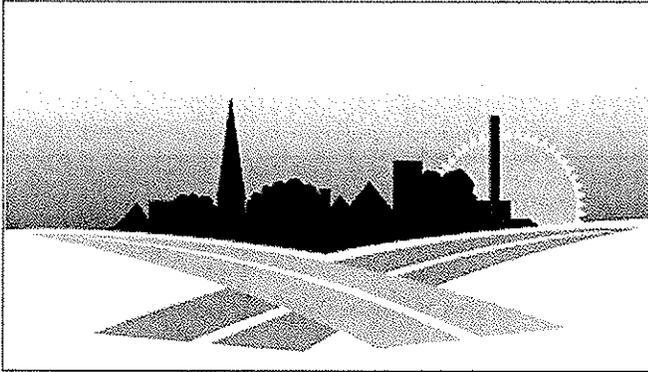


JOHNSON'S CREEK, WI 53121
REVISION 02 FEBRUARY 24 2010



Village of Johnson Creek

Crossroads With A Future



RESOLUTION 23-12

ADDITIONAL OPERATORS LICENSES FOR 2011/2012

Village Board 03-26-12

Requested by: Village Clerk-Treasurer

Introduced by: Village Trustee Tom Kupsche

RESOLUTION 23-12

ADDITIONAL OPERATORS LICENSES FOR 2011/2012

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

Whereas, applications have been received and filed with the Village Clerk for operator’s licenses,

NOW THEREFORE BE IT RESOLVED, that operators licenses be issued to the following individuals for the year ending June 30, 2012:

OPERATORS LICENSE:

Hi-Way Harrys

Mary K. Blank

Johnson Creek Pioneer Baseball

Kristen Lynn Corrie

Adopted by the Village Board of Trustees this 26th day of March 2012.

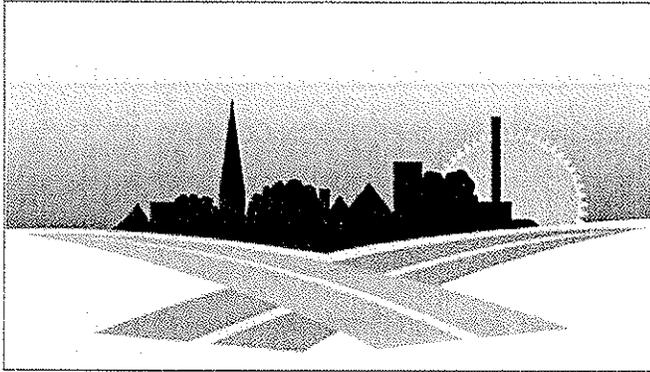
Michelle Kaltenberg, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 24-12

APPROVING SIX MONTH CLASS "B" LICENSE FOR 2012

Village Board 03-26-12

Requested by: Village Clerk-Treasurer

Introduced by: Village Trustee Tom Kupsche

RESOLUTION 24-12

APPROVING SIX MONTH CLASS "B" LICENSE FOR 2012

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

WHEREAS, an application has been received and filed with the Village Clerk for a six month Class "B" Beer license,

WHEREAS, the applicant must meet the provisions of Johnson Creek Municipal Code Chapter 150-7C which requires all taxes, assessments or other financial claims due to the Village to be paid,

NOW THEREFORE BE IT RESOLVED that the license be issued to the following individual/firm for the purpose so stated for the six month period ending September 30, 2012:

SIX MONTH CLASS "B" BEER

Daniel S. Corrie, 1817 Santa Barbara Dr., Waukesha, WI
Johnson Creek Pioneer Baseball Team
417 Union Street - Firemen's Park Concession Stand

BE IT FURTHER RESOLVED, that this license is issued subject to compliance and the Village Administrator and/or Village Clerk-Treasurer have the authority to effectuate this Resolution.

Adopted by the Village Board of Trustees this 26th day of March 2012.

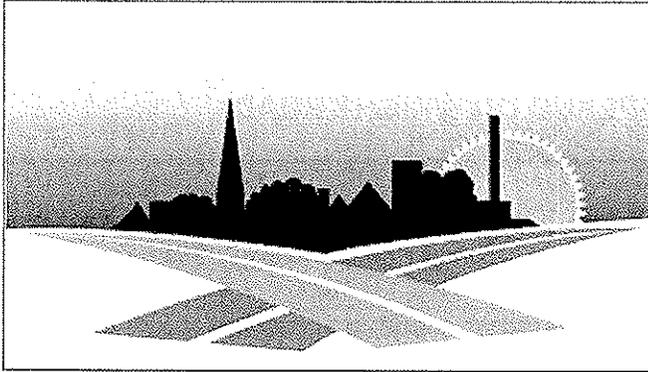
Michelle Kaltenberg, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 25-12

LEASE OF CROPLAND ON WRIGHT ROAD

Village Board 3-26-12

Requested by: Village Administrator

Introduced by: Village Trustee Greg Schopp

RESOLUTION 25-12

LEASE OF CROPLAND ON WRIGHT ROAD

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

WHEREAS, land available to be used for agricultural cropland includes lots 4,5,6,7,8,9,10 and 11 of the Wright Road Plat for a total of 7.68 acres, and

WHEREAS, the Village requested sealed bids in the Watertown Daily Times and the Jefferson Daily Union to lease this 7.68 acres +/- for the 2012 growing season for the planting and harvesting of agricultural crops, and

WHEREAS, four lump sum bids were received:

Jacob Mueller	\$1200
James Reek	\$ 560
Lew Beilke	\$ 285
TNT Grain	\$ 210

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Johnson Creek lease lots 4,5,6,7,8,9,10,11 of the Johnson Creek Wright Road Plat, Johnson Creek, Wisconsin, Jefferson County totaling 7.68 acres +/- to Jacob Mueller, 1304 Pioneer Road, Watertown, WI for one year subject to the attached lease,

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 March, 2012.

Michelle Kaltenberg, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

FARM LEASE

This agreement entered into by and between the Village of Johnson Creek, a Wisconsin Municipal Corporation (hereinafter "Landlord") and Jacob Mueller, located at 1304 Pioneer Road, Watertown, WI 53098, (hereinafter "Tenant"); and

WHEREAS, Landlord is the owner of the property described below, (hereinafter "Premises"); and

WHEREAS, Landlord seeks to develop Planned Industrial on all or a portion of the premises when economic conditions permit such development; and

WHEREAS, the Village Board of Trustees of Johnson Creek, Jefferson County, Wisconsin, has determined that it is in the owner's best interest to lease the above-referenced premises to Tenant under the terms and conditions set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Leased Premises: Landlord hereby agrees to lease to Tenant the property described as 7.68 +/- acres east of Wright Road from Menards Lane to County B platted as lots 4,5,6,7,8,9,10 and 11. The premises is shown approximately on the plat map attached.

2. Term: This lease shall commence on the date of execution and shall remain in effect for one year. The lease term shall, however, be subject to the Landlord's right to terminate the Lease as set forth below in paragraphs 7 and 11. At the conclusion of the lease and all renewals, the Tenant shall yield peaceable possession of the property.

3. Rent: As consideration for the use of the premises, Tenant shall provide rent to Landlord in the amount of Twelve Hundred Dollars (\$1,200) per year with payment in full being due upon Tenants signing the lease.

4. Use of Premises: Tenant shall use the property solely for the planting and harvesting of agricultural crops. Tenant shall not plant any crops within 10 feet of the street right of way (ROW) of Wright Road and Menards Lane. Tenant shall be responsible for all inputs and costs thereof and shall keep the property free and clear of any debris, waste or noxious weeds. Tenant further covenants that Tenant shall follow U.S. Soil Conservation farming practices when using the premises so as not to reduce the current or future value of the property.

5. Risk of Operation: Tenant takes possession of the premises subject to the hazards of operating a farm and assumes all risks of accidents to himself, his family, employees and agents in the pursuance of said farming operations. Further, Tenant agrees that Landlord shall in no way be liable for any damage to, reduction in, production of, or loss of hay or crops due to any reason other than as set forth in paragraph 7 below or by virtue of a reckless or negligent act by owner.

6. Return of Possession: At the termination of this lease, Tenant shall surrender possession of the property to Landlord in as good of condition as when Tenant entered upon the property.

7. Landlord's Right to Terminate: In addition to any right to terminate this lease as a result of a default by Tenant as set forth below, Landlord specifically retains the right to terminate this lease at any time by providing the Tenant with at least 30 days written notice of its intent to terminate the lease under this paragraph. Tenant acknowledges that it is leasing the property subject to the Landlord's right to early termination and that the Tenant shall not be entitled to any relocation payment as may be allowed under Chapter 32 of the Wisconsin Statutes. The tenant shall not be reimbursed for damages resulting from Landlord's right to termination. Under no circumstances shall the Tenant plant crops after a Notice of Termination or a Notice of Default has been provided to the Tenant by the Landlord.

8. Access by Landlord: Tenant shall allow Landlord to enter upon the premises for the purpose of inspecting or showing the premises to third parties.

10. Indemnity Regarding Use of Property: Tenant agrees to indemnify, hold harmless and defend Landlord from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, except those caused by negligence of the Landlord, which Landlord may suffer or incur in connection with Tenant's use of the premises.

11. Compliance with the Wisconsin Workers Compensation Act: By signing this lease, the Tenant certifies under the pains of perjury that the Tenant is compliant with all applicable sections of the Wisconsin Workers Compensation Act. This includes, but is not limited to, exemptions for farmers and the statutory test for independent contractors.

12. Defaults: Any default in any of the terms of this lease shall be grounds for termination of the lease by the non-defaulting party. If Tenant defaults on any of the conditions of this lease, the Landlord may give notice of default. If Tenant does not cure such default within fifteen (15) days after the receipt of such notice, this lease may, at the option of the Landlord, be terminated and possession of the premises recovered. In any litigation to enforce the terms of this lease, Landlord may recover all costs, damages and expenses suffered by Landlord by reason of Tenant's default, including attorney fees to the extent permitted by law. As an alternative, Landlord may elect to cure any default and add the cost of such cure to Tenant's rent and recover the same at the next rent paying period, and in case of failure to so recover such amount, it shall be additional damages recoverable by the Landlord in any suit to enforce this lease.

13. Cumulative Right: The rights of the parties under this lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

14. Assignability: Tenant may not assign this lease or any interest in the premises without the written consent of Landlord.

15. No Agency or Partnership: Nothing in this lease shall be construed to create any type of partnership, agency or any other type of relationship between the parties other than Landlord/Tenant.

16. Notices under this lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord: Village of Johnson Creek
125 Depot Street
P.O. Box 238
Johnson Creek, WI 53038

Tenant: Jacob Mueller
1304 Pioneer Road
Watertown, WI 53098

Such address may be changed from time to time by either party by providing notice as set forth above.

17. Entire Agreement/Amendment: This lease contains the entire agreement of the parties and there are not other promises or conditions in any other agreement whether oral or written. This lease may be modified or amended in writing, if the writing is signed by the party obligated under the agreement.

18. Severability: If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforceable as so limited.

Dated: _____

Dated: _____

Village of Johnson Creek

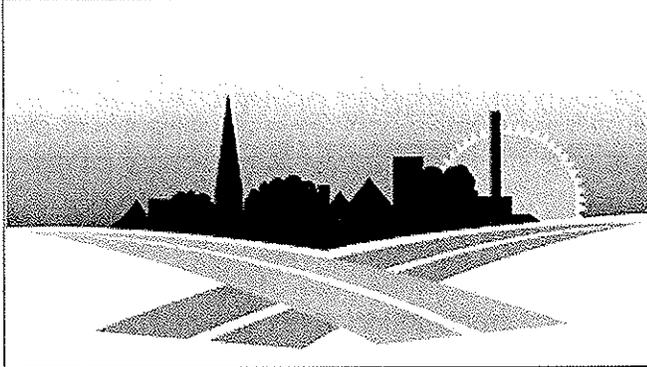
Mark Johnsrud, Village Administrator

Jacob Mueller

Joan Dykstra, Village Clerk

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 26-12

LEASE OF CROPLAND ON RESORT DRIVE

Village Board 3-26-12

Requested by: Village Administrator

Introduced by: Village Trustee Greg Schopp

STATE OF WISCONSIN

VILLAGE OF JOHNSON CREEK

JEFFERSON COUNTY

RESOLUTION 26-12

LEASE OF CROPLAND ON RESORT DRIVE

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

WHEREAS, land available to be used for agricultural cropland includes Lot 2 and Outlot 1 of the River Creek Centre Subdivision for a total of 5.8 acres +/-, and

WHEREAS, the Village requested sealed bids in the Watertown Daily Times and the Jefferson Daily Union to lease this 5.8 acres +/- for the 2012 growing season for the planting and harvesting of agricultural crops, and

WHEREAS, three lump sum bids were received:

Jacob Mueller	\$ 500
TNT Grain	\$ 210
Lew Bielke	\$ 105

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Johnson Creek lease Lot 2 and Outlot 1 of the River Creek Subdivision, Johnson Creek, Wisconsin, Jefferson County to Jacob Mueller, 1304 Pioneer Road, Watertown, WI for one year subject to the attached lease,

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 March, 2012.

Michelle Kaltenberg, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

FARM LEASE

This agreement entered into by and between the Village of Johnson Creek, a Wisconsin Municipal Corporation (hereinafter "Landlord") and Jacob Mueller, located at 1304 Pioneer Road, Watertown, WI 53098, (hereinafter "Tenant"); and

WHEREAS, Landlord is the owner of the property described below, (hereinafter "Premises"); and

WHEREAS, Landlord seeks to develop Planned Business on all or a portion of the Premises when economic conditions permit such development; and

WHEREAS, the Village Board of Trustees of Johnson Creek, Jefferson County, Wisconsin, has determined that it is in the owner's best interest to lease the above-referenced premises to Tenant under the terms and conditions set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Leased Premises: Landlord hereby agrees to lease to Tenant the property described as 5.8 +/- acres west of Union Street and south of Resort Drive platted as Lot 2 and Outlot 1 of the River Creek Centre Subdivision, Johnson Creek, Wisconsin, Jefferson County. The premises are shown approximately on the plat map attached.
2. Term: This lease shall commence on the date of execution and shall remain in effect for one year. The lease term shall, however, be subject to the Landlord's right to terminate the lease as set forth below in paragraphs 7 and 11. At the conclusion of the lease and all renewals, the Tenant shall yield peaceable possession of the property.
3. Rent: As consideration for the use of the premises, Tenant shall provide rent to Landlord in the amount of Five Hundred Dollars (\$500) per year with payment in full being due upon Tenant signing the lease.
4. Use of Premises: Tenant shall use the property solely for the planting and harvesting of agricultural crops. Tenant shall not plant any crops within 10 feet of the street right of way (ROW) of Resort Drive or Union Street and shall provide a 25 foot buffer around any wetland including the water retention pond. Tenant shall be responsible for all inputs and costs thereof and shall keep the property free and clear of any debris, waste or noxious weeds. Tenant further covenants that Tenant shall follow U.S. Soil Conservation farming practices when using the premises so as not to reduce the current or future value of the property.
5. Risk of Operation: Tenant takes possession of the premises subject to the hazards of operating a farm and assumes all risks of accidents to himself, his family, employees and agents in the pursuance of said farming operations. Further, Tenant agrees that Landlord shall in no way be liable for any damage to, reduction in, production of, or loss of hay or crops due to any reason other than as set forth in paragraph 7 below or by virtue of a reckless or negligent act by owner.

6. Return of Possession: At the termination of this lease, Tenant shall surrender possession of the property to Landlord in as good of condition as when Tenant entered upon the property.

7. Landlord's Right to Terminate: In addition to any right to terminate this lease as a result of a default by Tenant as set forth below, Landlord specifically retains the right to terminate this lease at any time by providing the Tenant with at least 30 days written notice of its intent to terminate the lease under this paragraph. Tenant acknowledges that it is leasing the property subject to the Landlord's right to early termination and that the Tenant shall not be entitled to any relocation payment as may be allowed under Chapter 32 of the Wisconsin Statutes. The tenant shall not be reimbursed for damages resulting from Landlord's right to termination. Under no circumstances shall the Tenant plant crops after a Notice of Termination or a Notice of Default has been provided to the Tenant by the Landlord.

8. Access by Landlord: Tenant shall allow Landlord to enter upon the premises for the purpose of inspecting or showing the premises to third parties.

10. Indemnity Regarding Use of Property: Tenant agrees to indemnify, hold harmless and defend Landlord from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, except those caused by negligence of the Landlord, which Landlord may suffer or incur in connection with Tenant's use of the premises.

11. Compliance with the Wisconsin Workers Compensation Act: By signing this Lease, the Tenant certifies under the pains of perjury that the Tenant is compliant with all applicable sections of the Wisconsin Workers Compensation Act. This includes, but is not limited to, exemptions for farmers and the statutory test for independent contractors.

12. Defaults: Any default in any of the terms of this lease shall be grounds for termination of the lease by the non-defaulting party. If Tenant defaults on any of the conditions of this lease, the Landlord may give notice of default. If Tenant does not cure such default within fifteen (15) days after the receipt of such notice, this lease may, at the option of the Landlord, be terminated and possession of the premises recovered. In any litigation to enforce the terms of this lease, Landlord may recover all costs, damages and expenses suffered by Landlord by reason of Tenant's default, including attorney fees to the extent permitted by law. As an alternative, Landlord may elect to cure any default and add the cost of such cure to Tenant's rent and recover the same at the next rent paying period, and in case of failure to so recover such amount, it shall be additional damages recoverable by the Landlord in any suit to enforce this lease.

13. Cumulative Right: The rights of the parties under this lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

14. Assignability: Tenant may not assign this lease or any interest in the premises without the written consent of Landlord.

15. No Agency or Partnership: Nothing in this lease shall be construed to create any type of partnership, agency or any other type of relationship between the parties other than Landlord/Tenant.

16. Notices under this lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord: Village of Johnson Creek
125 Depot Street
P.O. Box 238
Johnson Creek, WI 53038

Tenant: Jacob Mueller
1304 Pioneer Road
Watertown, WI 53098

Such address may be changed from time to time by either party by providing notice as set forth above.

17. Entire Agreement/Amendment: This lease contains the entire agreement of the parties and there are not other promises or conditions in any other agreement whether oral or written. This lease may be modified or amended in writing, if the writing is signed by the party obligated under the agreement.

18. Severability: If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforceable as so limited.

Dated: _____

Dated: _____

Village of Johnson Creek

Tenant

Mark Johnsrud, Village Administrator

Jacob Mueller

Joan Dykstra, Village Clerk

1160590

VH. 24 P. 40

CERTIFIED SURVEY MAP

TO DIVIDE LOT 1 OF THE RIVER CREEK CENTRE SUBDIVISION, LOCATED IN THE SE 1/4 OF THE NE 1/4, SECTION 12, T7N, R14E, VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN.

- NOTES:**
- 1) Ordered by Robert Rehm, managing member of Carlisle Real Estate Group, LLC, the owner of record per Doc. No. 1031673.
 - 2) See River Creek Centre plat for TRANS 233 Restrictions by WIS DOT.
 - 3) Bearings are referenced to the east section line shown hereon bearing $N 00^{\circ}45'13'' E$ from River Creek Centre.

