

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

ANNUAL VILLAGE BOARD MEETING
April 17, 2012
5:30 p.m.

Agenda

1. Call to order; roll call
2. Pledge of Allegiance
3. Statement of Public Notice
4. Public Comment (limited to two minutes per person)
5. Notices and Discussions
6. Approval of Village Board Committee Appointments –pg 1
7. Certification of Code of Ethics Wisconsin Statutes §§19.59 (1)(a)-(d) – pgs 2-3
8. Approval of Appointment to Advisory Boards, Committees and Commissions – pg 4-5
9. Resolution 27-12 Authorizing Signatures on Disbursements – pgs 6-7
10. Resolution 28-12 Internal Controls Policy – pgs 8-17
11. Resolution 29-12 Village Attorney – James Hammes - Cramer, Multhauf & Hammes – pgs 18-19
12. Resolution 30-12 Village Engineer – Kevin Lord – MSA Professional Services, Inc. – pgs 20-24
13. Resolution 31-12 Village Planner – Sarah Pittz - Vierbicher Associates – pgs 25-33
14. Resolution 32-12 Designation of Newspaper for Legal Notices – Watertown Daily Times– pgs 34-35
15. Resolution 33-12 Designation of Public Depositories – pgs 36-37
16. League of Wisconsin Municipalities - 2012 New Municipal Officials Workshop May 11, 2012
8:30 a.m. – 3:45 p.m. – Madison Crowne Plaza Hotel, 4402 E. Washington Ave. - Madison. –
let Joan know if you plan on attending prior to April 20th – pgs 38-39
17. League of Wisconsin Municipalities - 2012 Regional Dinner Meeting May 10, 2012 - Dinner at
6:30 p.m.- Brookfield – Sheraton Milwaukee Hotel – 375 S. Moorland Rd– *let Joan know if you plan
on attending prior to April 20 – pgs 40-41*
18. Next Village Board Meeting – April 23rd, 5:30 p.m.
19. Adjourn

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

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

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



VILLAGE OF JOHNSON CREEK

Board, Committee and Commission Membership List 2012-2013

POSITION	TERM	EXPIRES	NAME
Village Board			
2nd & 4th Mondays, 5:30 p.m.			
President	2 yr	April'2013	Michelle Kaltenberg
Trustee	2 yr	April'2014	Fred Albertz
Trustee	2 yr	April'2014	David Blend
Trustee	2 yr	April'2014	Rory Holland
Trustee	2 yr	April'2013	Tom Kupsche
Trustee	2 yr	April'2013	Greg Schopp
Trustee	2 yr	April'2013	Tim Semo
Improvement & Services			
1st Wednesday 6:00 p.m.			
Member	1 yr	April'2013	Fred Albertz
Member	1 yr	April'2013	Greg Schopp
Member	1 yr	April'2013	Tim Semo
President (Alternate)	1 yr	April'2013	Michelle Kaltenberg
Personnel & Finance			
1st Thursday 6:00 p.m.			
Member	1 yr	April'2013	David Blend
Member	1 yr	April'2013	Michelle Kaltenberg
Member	1 yr	April'2013	Tom Kupsche
Protection & Welfare			
1st Tuesday 6:00 p.m.			
Member	1 yr	April'2013	Fred Albertz
Member	1 yr	April'2013	Rory Holland
Member	1 yr	April'2013	Greg Schopp
President (Alternate)	1 yr	April'2013	Michelle Kaltenberg

CERTIFICATION

On Behalf of _____,
(Individual, Board, or Committee)

I hereby certify that for the year 2012 I have reviewed the provisions of Wisconsin State Statutes 19.59 (1)(a)(b)(c)(d) **Code of Ethics for local government officials, employees and candidates** myself and/or with my fellow Board, Commission, members or subordinates as the case may be.

Dated this _____ day of _____, 20____.

(Print Name)

(Signature)

Wisconsin Statutes §§19.59 (1)(a) – (d)

Codes of ethics for local government officials, employees and candidates.

(1) (a) No local public official may use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated. A violation of this paragraph includes the acceptance of free or discounted admissions to a professional baseball or football game by a member of the district board of a local professional baseball park district created under subch. III of ch. 229 or a local professional football stadium district created under subch. IV of ch. 229. This paragraph does not prohibit a local public official from using the title or prestige of his or her office to obtain campaign contributions that are permitted and reported as required by ch. 11.

(b) No person may offer or give to a local public official, directly or indirectly, and no local public official may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the local public official's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the local public official. This paragraph does not prohibit a local public official from engaging in outside employment.

(br) No local public official or candidate for local public office may, directly or by means of an agent, give, or offer or promise to give, or withhold, or offer or promise to withhold, his or her vote or influence, or promise to take or refrain from taking official action with respect to any proposed or pending matter in consideration of, or upon condition that, any other person make or refrain from making a political contribution, or provide or refrain from providing any service or other thing of value, to or for the benefit of a candidate, a political party, any person who is subject to a registration requirement under s. 11.05, or any person making a communication that contains a reference to a clearly identified local public official holding an elective office or to a candidate for local public office.

(c) Except as otherwise provided in par. (d), no local public official may:

1. Take any official action substantially affecting a matter in which the official, a member of his or her immediate family, or an organization with which the official is associated has a substantial financial interest.
2. Use his or her office or position in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the official, one or more members of the official's immediate family either separately or together, or an organization with which the official is associated.

(d) Paragraph (c) does not prohibit a local public official from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses, or prohibit a local public official from taking official action with respect to any proposal to modify a county or municipal ordinance.

VILLAGE OF JOHNSON CREEK

Board, Committee and Commission Membership List 2012-2013

POSITION	TERM	EXPIRES	NAME
Plan Commission 3rd Thursday 5:30 p.m.			
Chair	2 yr	April'2013	Michelle Kaltenberg
Trustee	1 yr	April'2013	David Blend
Member	3 yr	May'2013	Chad Chapman
Member	3 yr	May'2015	Jeff Constable
Member	3 yr	May'2013	Gary Gavin
Member	3 yr	May'2014	Barry Hemphill
Member	3 yr	May'2014	CJ O'Neil
Board of Review (Meets within 30 days from 2nd. Tues in May, may adjou			
President	2 yr	May' 2013	Michelle Kaltenberg
Personnel Chair	1 yr	April'2013	TBA
Citizen	2 yr	May '2013	Jim Braunschweig
Citizen	2 yr	May' 2014	Barry Hemphill
Citizen	2 yr	May' 2013	Ray Schumacher
Alternate	2 yr	May' 2014	Bridget Thomas
Community Development Authority (First Monday of January and Jul)			
VB Rep Exp Odd Yr	2 yr	May'2013	Greg Schopp
VB Rep Exp Even Yr	2 yr	May'2014	Rory Holland
Member	4 yr	Oct.'2014	Jim Braunschweig
Member	4 yr	Oct.'2016	Andrea Breen
Member	4 yr	Oct.'2013	Steve Brown
Member	4 yr	Oct.'2015	Lyle Klockow
Member	4 yr	Oct.'2013	Ken Kulig
Executive Director			Mark Johnsrud

VILLAGE OF JOHNSON CREEK

Board, Committee and Commission Membership List 2012-2013

Jefferson County Bicycle Club

Village Representative Peter Hartz

Johnson Creek Community Fire Department Board - Annual Meeting in May

Member/Village Pres	2 yr	May 2013	Michelle Kaitenberg
Member/Trustee	2 yr	May 2013	Greg Schopp

Johnson Creek Economic Development Committee - meets as needed

Village Board Representative	Michelle Kaitenberg
Member	Fred Albertz
Member	Nick Ansay
Member	Jeff Constable
Member	David Gwidt
Member	Mary Beth Kupsche

Johnson Creek Grocery Store Committee - Resolution 40-10

Trustee	Greg Schopp
Trustee	Tim Semo
Citizen	Jeff Constable
Citizen	Cheryel Swisher
Non-resident	Heidi Henningson

Joint School & Village Park & Recreation Comm. - Resolution 32-08

School Member	Appt. each year	Kellie Loeb
School Member	Appt. each year	Tina Roehl
Village Trustee	Appt. each year	Michelle Kaitenberg
Village Trustee	Appt. each year	Greg Schopp
School Administrator		Mike Garvey

Library Board (Meets third Wednesday)

Trustee	3 yr	May 2015	Tim Semo
Resident	3 yr	May 2013	Les Gray
Resident	3 yr	May 2013	Staci Neidert
Township	3 yr	May 2014	Charles Schick
School	3 yr	July 2015	Vicki Sukow

Newsletter Task Force - meets as needed

Village Trustee	Michelle Kaitenberg
Village Trustee	Greg Schopp
School Representative	Mike Garvey
School Representative	C. J. O'Neil

Park Committee (Meets First Monday 5:00 p.m.) 1st Monday, 5:00 p.m.

Trustee Rep.	1 yr	May '2013	Tim Semo
Member	3 yr	May '2013	James Braunschweig
Member	3 yr	May '2013	Samantha Garvey
Member	3 yr	May '2015	Pat Hunkins
Member	3 yr	May '2014	Merisa Nicholson
Member	3 yr	May '2015	Diana Thomas
School Bd Rep	3 yr	May '2014	June McCaffery
<i>do not appoint alternates after their terms end see Ord. 20-10</i>			
Alternate	3 yr	May '2013	Michelle David

Police and Fire-EMS Commissioners (Annual mtg in May to appoint Pres, VP & Sec., otherwise n

Member	5 yr	May 2017	TBA
Member	5 yr	May 2015	Myron (Butch) Klug
Member	5 yr	May 2013	Doug Orcutt
Member	5 yr	May 2016	Andy Swanson
Member	5 yr	May 2014	Dale Theder
Attorney			Al Larson - Levi, Bender & Assoc.

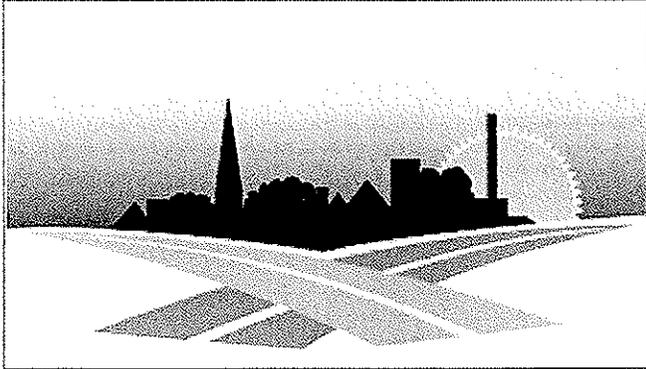
Zoning Board of Appeals - (Meets as Needed)

Chairperson	3 yr	May 2015	Andrea Breen
Citizen	3 yr	May 2014	Jim Braunschweig
Citizen	3 yr	May 2015	Terry Huth
Citizen	3 yr	May 2013	Chris Nizzi
Citizen	3 yr	May 2014	Scott Thomas
Alternate	1 yr	May 2013	Nick Ansay
Alternate	1 yr	May 2013	Steve Brown

OFFICIAL NEWSPAPER - None
 NEWSPAPER USED FOR LEGAL PUBLICATIONS - Watertown Daily Times

Village of Jackson Creek

Living with the Future



RESOLUTION 27-12

AUTHORIZING SIGNATURES ON DISBURSEMENTS

Village Board Annual Meeting 4-17-12

Requested by: Village President Michelle Kaltenberg

Introduced by: Village President Michelle Kaltenberg

RESOLUTION 27-12

AUTHORIZING SIGNATURES ON DISBURSEMENTS

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

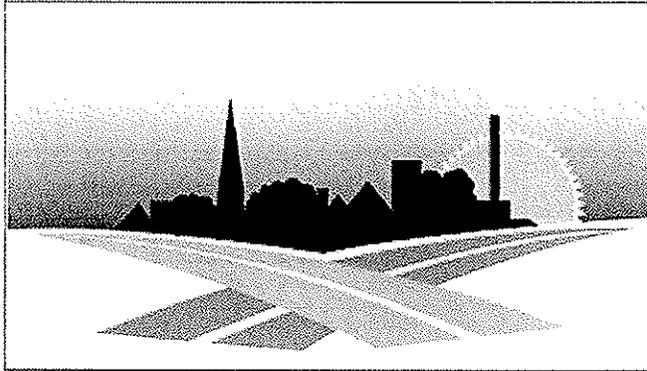
Be it resolved by the Village Board of Trustees of the Village of Johnson Creek, Wisconsin that all check withdrawals from Village accounts other than those transferring funds from one Village account to another Village account will need two signatures. The first being that of the Village President and second that of the Clerk-Treasurer. In the absence of the Village President, the signature of the Chair of the Personnel and Finance committee may be used as the second signature. In the absence of the Clerk Treasurer, the signature of the Deputy Clerk-Treasurer may be used as the second signature. Be it further resolved check withdrawals transferring money from one Village account to another Village account require only the signature of the Clerk-Treasurer or in his/her absence the Deputy Clerk - Treasurer.

Dated this 17th day of April 2012

Michelle Kaltenberg, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer



RESOLUTION 28-12
INTERNAL CONTROL POLICY

Village Board Annual Meeting 4-17-12

Requested by: Village Board

Introduced by: Village President Michelle Kaltenberg

RESOLUTION 28-12

INTERNAL CONTROL POLICY

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

WHEREAS, annually the Village adopts an internal control policy to reflect procedure in daily, monthly and yearly activities including purchasing, fiscal control including billing, collection and payments for both goods and services purchased and services delivered, borrowing, investments, and budgeting,

WHEREAS, the internal control policy should reflect actual practices as well as encourage best practices in the administration of Village government,

WHEREAS, implementation of the internal control policy supports ordinances, resolutions and policy as enacted by the Village Board of Trustees in the management of Village activities on a daily basis,

WHEREAS, the Internal Control Policy shall be in effect until the annual meeting of the Village Board on April 16th, 2013

NOW THEREFORE BE IT RESOLVED, the Village Board of Trustees of the Village of Johnson Creek approve the 2012/2013 Internal Control Policy effective through April 16th, 2013,

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

Adopted by the Village Board of Trustees this 17th day of April, 2012.

Michelle Kaltenberg, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

Administration Policy
Internal Controls – 2012/2013

The Village of Johnson Creek was incorporated in 1903.

The Village of Johnson Creek elects the Village President and Village Trustees for two-year terms of office. Three trustees are elected each year. The Village President is elected in odd-numbered years.

TABLE OF ORGANIZATION:

1. The fiscal year of the Village of Johnson Creek is January 1 through December 31.
2. The Village Board of Trustees holds its Annual Meeting on the third Tuesday of April to establish the regular monthly committee-meeting schedule. The Village Board's regular meeting is held on the second and fourth Monday of the month beginning at 5:30 p.m., or as otherwise noticed by the Village Clerk. Public notice of the meeting is posted at the main entrance of the Village Hall, Johnson Creek Library and the Post Office. All meeting notices and attachments shall also be posted on the Village online webpage (johnsoncreek-wi.us). Public notice of the meeting is also sent to the Watertown Daily Times.

3. STANDING COMMITTEES:

Protection and Welfare Committee The Protection and Welfare Committee shall be responsible for police and fire district representation, law enforcement, traffic safety, nuisances, public health and community programs. Protection and Welfare Committee shall meet, as needed, or the first Tuesday of each month at 6:00 p.m.

Improvements and Services Committee The Improvement and Services Committee shall be responsible for all sewer, water, street and light utilities, sanitation, weed control, zoning, land use, recycling, parks, park recreation and park trails. Improvements and Services Committee shall meet, as needed, or the first Wednesday of each month at 6:00 p.m.

Personnel and Finance Committee The Personnel and Finance committee shall be responsible for all personnel hiring, evaluations, disciplinary action, employee evaluations, negotiations, accounts, claims bonds, publications and licenses. Personnel and Finance shall meet, as needed, or the first Thursday of each month at 6:00 p.m.

4. **Plan Commission** The Commission shall make and adopt a Comprehensive Master Plan for the physical development of the Village and any area outside of its boundaries which, in the Commission's judgment, bears relation to the development of the Village. The Plan Commission may from time to time amend, extend or add to the Comprehensive Master Plan or carry any part or subject matter into greater detail. The Comprehensive Master Plan shall show the Commission's recommendations and may include those items set forth in §62.23(2) and (3), Wis Stats. The Plan Commission shall meet, as needed, or the third Thursday of each month at 5:30 p.m.
5. **Park Committee** The Park Committee shall develop, adopt and revise, as may be necessary from time to time, a comprehensive park plan for development and maintenance of Village parks, develop, adopt and revise, as may be necessary from time to time, detailed development and maintenance plans for individual parks, develop capital improvement programs for adoption by the Village Board and educate and foster communication with Village residents regarding its recommendations for park projects and recreational activities in the Village. The Park Committee shall meet, as needed, or on the first Monday of each month at 5:00 p.m.

DEPOSITORY INSTITUTIONS

1. Depository Institutions are to be established at the Annual Village Board meeting, they are as follows:
 - a. Depositories:
 - 1) American National Bank – Helenville
 - 2) Associated Bank – Lake Mills & Watertown
 - 3) Badger Bank – Johnson Creek
 - 4) Bank of Lake Mills – Lake Mills & Watertown
 - 5) Chase Bank – Watertown
 - 6) Citizens Bank – Jefferson
 - 7) County City Credit Union – Jefferson
 - 8) Fort Community Credit Union – Jefferson and Fort Atkinson
 - 9) Greenwood’s State Bank – Lake Mills
 - 10) Ixonia State Bank – Watertown and Ixonia
 - 11) Johnson Bank – Fort Atkinson
 - 12) Landmark Credit Union - Watertown
 - 13) M& I Bank – Watertown
 - 14) Premier Bank – Johnson Creek
 - 15) State Bank of Reeseville – Reeseville & Watertown
 - 16) Summit Credit Union – Lake Mills
 - 17) Town and Country Bank - Watertown
 - 18) Local Government Investment Pool

All deposits, without limit, must be secured by federal or state law or collateralized with securities guaranteed by the full faith of the United States of America.

BUDGET:

The Budget is prepared, presented, published and adopted in accordance with Chapter 15 Budget and Finances of the Village Code of Ordinances.

1. The Administrator’s proposed budget shall be presented to the Committee of the Whole on August 13th at 5:30 p.m.
2. The Committee of the Whole shall continue to meet throughout, August, September and the first two weeks of October, if necessary, to provide a tentative 2012 budget to the Village Board of Trustees by October 8th.
3. The Johnson Creek Fire Department budget shall be presented to the members of the Johnson Creek Fire District prior to October 1st.
4. The Administrator, Clerk/Treasurer, Deputy Clerk/Treasurer and Administrative Assistant shall gather the necessary data from the State of Wisconsin, Wisconsin Department of Transportation, Wisconsin Department of Revenue, or provide best estimate if data is unavailable to provide a Village tax mill rate prior to the final adoption of the budget.
5. The proposed budget shall be presented at a public hearing fifteen (15) days after being published for adoption by the Village Board of Trustees at a special Village Board meeting on November 26th, 2012 at 5:30 p.m.
6. The Village Board of Trustees shall review the budget and make any necessary changes on a quarterly basis, as needed.

PURCHASES:**PURPOSE:**

The purpose of this policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by the Village of Johnson Creek, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

OBJECTIVES:

The objectives of the Village's purchasing policy are:

1. To ensure materials, equipment and services are purchased at the lowest prices consistent with quality and performance;
2. To provide adequate controls over Village expenditures and financial commitments with proper documentation;
3. To obtain quality goods required by Village departments and ensure these goods are at the place and time needed, and,
4. To provide a standardized system of purchasing for use by all Village departments.

PURCHASES:

1. All purchases over \$10,000 are based on an RFP advertised for bid with Village Board of Trustees approval by resolution. Exceptions require Village Board of Trustees Approval.
2. All purchases \$7,500 - \$10,000 are based on at least three (3) written quotes with department recommendation on Village Purchase Order and Administrator granting final approval. All purchases for a sole supplier require Administrator approval.
3. All purchases \$1,000 - \$7,500 require at least two (2) written quotes with department recommendation on Village Purchase Order and Administrator granting final approval. All purchases from a sole supplier require Administrator approval.
4. All purchases less than \$1,000 within any department require approval of the department head who must sign any invoice presented to Clerk/Treasurer.
5. Repairs under \$2,500 due to a "sudden unexpected occurrence" or emergency may be let to the extent necessary to resolve such emergency without public advertisement or competitive bidding with approval of the Department Head or Village Administrator. Any such expenditure shall be reported to the Village Board of Trustees.
6. Repairs over \$7,500 due to a "sudden unexpected occurrence" or emergency may be let to the extent necessary to resolve such emergency without public advertisement or competitive bidding. To rely on this exception, the Village Board of Trustees has to meet and declare, by resolution; an emergency exists that endangers the public health and welfare of the Village. The minimum two (2) hour notice requirement under the open meetings law applies to such meetings. In the event the Village Board of Trustees is unable to meet within the necessary time frame, the Village President may approve the emergency purchase. The Village Board of Trustees would then meet as soon as possible after the emergency to ratify the decision.
7. Purchases exceeding any budgeted line item shall be reported to the Village Board of Trustees.
8. Checks are cut by the Administrative Assistant or designee upon receipt of an invoice, as signed and coded with the appropriate budgeted General Ledger account by the department head. These are then submitted to the Village Board of Trustees for approval prior to payment. Any invoice, bill or receipt requiring payment prior to the next meeting of the Village Board of Trustees shall require approval of the Administrator with payment reported to the Village Board of Trustees.
9. Billing of contracted services is reviewed by the Clerk/Treasurer and approved by the Administrator prior to submittal to the Village Board of Trustees for approval.
10. All spoiled checks are marked voided and retained by the Clerk /Treasurer for review.
11. Bank statements are received at the Clerk/Treasurer's office and submitted to the Clerk/Treasurer unopened. The Deputy Clerk/Treasurer then does the reconciliation.

VENDOR DISCOUNTS

It is the policy of the Village of Johnson Creek to take advantage of all available vendor/trade discounts and government pricing. Gifts or gratuities shall not be accepted. Purchasers may only accept price discounts by invoice.

CENTRAL PURCHASING

Many of the items purchased by the Village are commonly used by all or several departments. By consolidating the needs of all departments, the Village can take advantage of price discounts for large quantity orders of these items.

USE OF CREDIT CARDS

The Village of Johnson Creek shall issue credit cards to authorized credit card users. The Administrative Assistant shall maintain a listing of all authorized credit card users as well as the names of the applicable credit card companies. Credit cards shall have a maximum credit limit of \$1,000. Receipts for credit card purchases must be submitted to the Administrative Assistant or Clerk/Treasurer on the same day or as soon thereafter as possible. Credit card purchases shall not exceed the credit limit prior to Village Board of Trustees approval of all purchases. Department heads must provide detailed receipts for all items purchased with a credit card to the Clerk/Treasurer.

DISPOSITION OF SURPLUS PROPERTY

When personal property owned by the Village of Johnson Creek no longer serves any useful purpose in the department in which it is located the department head shall first determine whether any other Village department needs such property. All other property shall be considered surplus and may only be disposed of with the Village Board of Trustees approval by resolution.

LOCAL MERCHANTS

Taking price and service into account, the Village shall give due consideration to local merchants.

FUEL PURCHASING

Fuel purchases for Village vehicles and equipment shall be bid on a six month basis. Bidding shall be based on a cent per gallon discount from listed market prices during the bid period.

EMPLOYEE CONFLICT OF INTEREST

It shall be unethical for any Village employee to participate directly or indirectly in a procurement contract when the Village employee knows that:

1. The Village employee or any member of the Village employee's immediate family has a financial interest in the procurement contract; or
2. Any other person, business, or organization with whom the Village employee or any member of a Village employee's immediate family is negotiating or has an arrangement concerning prospective employment, is involved in the procurement contract.

ACCOUNTS PAYABLE REPORTS:

1. Accounts payable reports are prepared by the Administrative Assistant and submitted to the Clerk/Treasurer.
2. The Clerk/Treasurer submits the Cash Balances and Account Payable reports to the Village Board of Trustees at the regular meeting or whenever needed.

SEWER AND WATER:

1. The Village bills for water and sewer usage. Billing is based on monthly metered water usage as determined by the Public Service Commission.
2. The Deputy Clerk /Treasurer on a monthly basis bills metered water users.
3. Collected receipts are deposited in a segregated fund.
4. Water users are notified of discrepancies in monthly usage to detect leaks.
5. Adjustments are approved in accordance with the Leak Adjustment Policy.

PAYROLL:

1. The Village Board of Trustees reviews wages annually. Administrator recommendations are submitted to the Village Board of Trustees, in accordance with employee labor contracts. The Village Board of Trustees approve by resolution all wages and compensation for the Fiscal Year beginning January 1.
2. Pay period is a two-week period ending with the last shift on Saturday night.
3. Payday is the following Friday except if a holiday where the payday shall be the day preceding the holiday.
4. Police, Public Works, Water and Sewer Hourly employees use a time card with a time clock.
5. Time cards are reviewed and initialed by Department Heads and then submitted to the Administrative Assistant to be processed. The Village Administrator approves all Department Head time sheets prior to processing.
6. All overtime is approved by the Department Head and reported to the Village Administrator.
7. All sick time and vacation time is approved by the Department Head. Department Heads shall have vacation and sick time approved by the Village Administrator.
8. Paychecks are prepared by the Deputy Clerk/Treasurer or the Clerk/Treasurer.
9. Payroll withholding taxes are deposited as required by law.
10. Miscellaneous withholding amounts are deposited as per agreements (deferred compensation, garnishments, insurance coverage, etc.)
11. Monthly, quarterly, annual reports and W2's are prepared by the Deputy Clerk/Treasurer or the Clerk/Treasurer.

EMPLOYEES:

1. Personnel files are maintained for each employee.
Files:
 - a. Employment application and any documentation gained while investigating employee for a position. Minimum requirement of all operators is a valid driver's license, a copy of which is placed in the employee's personnel file.
 - b. Date employed, pay rate, authorization for payroll deductions, earning records, evaluations, W-4 form, I-9 form, copy of driver's license.
 - c. A listing of information given to employee (insurance booklet, deferred compensation brochure, etc.).
 - d. An employee may review his personnel file upon written request.

FUND ACCOUNTING:

1. All incoming mail is received by the Administrative Assistant, date stamped and distributed to proper personnel.
2. All general and accounting correspondence (excluding all bank statements) are opened, reviewed and recorded by the Administrative Assistant.
3. All bank statements and bank correspondence are given to the Clerk/Treasurer unopened.
4. All cash payments received from a customer is given a receipt. All checks received are immediately stamped "For Deposit Only". The Clerk/Treasurer is notified when checks and/or cash are prepared for deposit. The Deputy Clerk/Treasurer deposits at least weekly.
5. All items returned for NSF or miscellaneous reasons are returned by the financial institutions to the Clerk/Treasurer. The Clerk/Treasurer reports the information to the Deputy Clerk/Treasurer for collection.

6. Money is deposited into financial institution accounts that are designated by the Village Board of Trustees. The Village Clerk/Treasurer and/or Deputy Clerk/Treasurer, in conjunction with the Village President and Village Administrator, shall open, close and maintain accounts including checking, money market and certificates of deposit at those depository institutions as approved by the Village Board of Trustees.

A. General Fund – 1

a. Sources of Income

- i. Tax Revenue
- ii. Intergovernmental Revenues
- iii. Regulation & Compliance (Licenses)
- iv. Public Charges for Services
- v. Special Assessment Revenue
- vi. State Aids
- vii. Miscellaneous Revenues
- viii. Interest Revenues

b. Expenses

- i. All costs for the operation and maintenance of the Village

B. Special Funds

a. Water

i. Source of Income

- a. Water Usage Income
- b. Interest Income
- c. Rental Income

ii. Expenses

- a. All costs for the operation and maintenance of the Water Department

b. Sewer

i. Source of Income

- a. Sewer Usage Income
- b. Interest Income

ii. Expenses

- a. All costs for the operation and maintenance of the Sewer Department

c. TIF #2

i. Source of Income

- a. General Property Taxes
- b. Special Assessment Fees
- c. Interest Income

ii. Expenses

- a. All Administrative and construction costs for projects within the TIF District

d. TIF #3

i. Source of Income

- a. General Property Taxes
- b. Special Assessment Fees
- c. Interest Income

ii. Expenses

- a. All Administrative and construction costs for projects within the TIF District

e. Library

i. Source of Income

- a. Property Taxes
- b. Fees
- c. Grants
- d. Interest Income

ii. Expenses

- a. All costs for the operation and maintenance of the Library

- f. Room Tax
 - i. Source of Income
 - a. Room Fees
 - iii. Expenses
 - a. All costs for support of tourism activities
 - g. FIRE/EMS
 - i. Sources of Income
 - a. General Property Taxes
 - b. Intergovernmental Revenues
 - c. Public Charges for Services
 - d. Miscellaneous Revenues
 - ii. Expenses
 - a. All costs for the operation and maintenance of the FIRE/EMS
7. All cash disbursements are made by pre-numbered checks and signed by the Village President and Clerk/Treasurer.
 8. All blank checks are stored in the vault in the Clerk/Treasurers office.
 9. The Clerk/Treasurer's Bond is at \$20,000 and Employee Dishonesty Policy at \$100,000

CLERK/TREASURER'S FUNCTIONS:

1. The Clerk/Treasurer receive from the Deputy Clerk/Treasurer all checks and cash receipts. The Deputy Clerk/Treasurer and/or Clerk/Treasurer deposit them in the appropriate fund.
2. The Clerk/Treasurer and/or Deputy Clerk/Treasurer shall record all deposits in General Ledger.
3. Money shall not be collected, deposited and recorded by the same individual. Bank statement reconciliation shall be rotated monthly between the Clerk/Treasurer and Deputy Clerk/Treasurer.
4. All statements and correspondence from the banks are received by the Clerk/Treasurer from the Administrative Assistant unopened.
5. All bank statements are reconciled against the balance sheet on a monthly basis. All checks outstanding for a period of six (6) months are reported to the Clerk/Treasurer for investigation. If necessary, a stop payment order is requested and a new check issued. All checks outstanding after one-year are approved by the Village Board of Trustees by resolution and are written off.
6. All miscellaneous transactions are recorded on the General Journal sheet and given to the Clerk/Treasurer and or Deputy Clerk/Treasurer for general posting (i.e. interest, bank charges).
7. Investments
 - a. The Clerk/Treasurer reviews all funds with the Village Board of Trustees at each Board meeting.
 - b. The Village Board approves the depositories for each fiscal year at the Annual Meeting.
 - c. The Clerk/Treasurer makes the investments. All Certificates of Deposit are kept in the Village's safe deposit box located in the financial institution of our primary checking account.
8. The Village Board of Trustees directs the Clerk/Treasurer to be responsible for the payment of all interest and principal on outstanding bonds and associated charges.
9. Letters of Credit – All letters of credit received are kept with the project file in the Clerk/Treasurer's office.
10. The Village Clerk/Treasurer shall examine all invoices submitted for payment, for discrepancies in billing, costs and product delivery. Any discrepancies shall be reported to the Village Administrator and the Village Board of Trustees.

PETTY CASH:

1. The maximum amount of cash in petty cash at any time is \$100.00
2. Petty cash is kept in the Clerk/Treasurer's office in a separate box in the vault.
3. All disbursements from petty cash are replaced with a paid receipt.
4. To replenish petty cash, a check is drawn from the appropriate Fund. This disbursement is charged to the appropriate budget item as per the receipts attached. The Village Board of Trustees at the monthly Board meeting reviews the disbursement of petty cash.

LONG-TERM BORROWING:

State Statutes restrict the Village from borrowing funds in excess of five percent (5%) of its current equalized value for general obligations purposes.

PROPERTY TAXES:

The Property Tax Levy is determined within the budget process as defined in Chapter 15 of the Village Code of Ordinances and this internal control policy. The Tax Levy shall be prepared by the Village Clerk/Treasurer and the Village Administrator to be presented at public hearing, reviewed and approved by the Village Board of Trustees at a special Village Board meeting on November 26th, 2012 at 5:30 p.m.

REAL AND PERSONAL PROPERTY ASSESSMENT:

State Statutes require the Village to conduct a revaluation of all real and personal property within five years of the year in which the Village's assessed value is less than ninety percent (90%) of the Wisconsin Department of Revenue Equalized Value for the Village

EXPANDING VILLAGE BOUNDARIES:

1. As needs arise the Village will consider petitions for annexations and pre-annexations.
2. The Village Board of Trustees establishes the annexation and pre-annexation fees.

As reviewed and revised by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this 17th day of April, 2012.

VILLAGE OF JOHNSON CREEK,

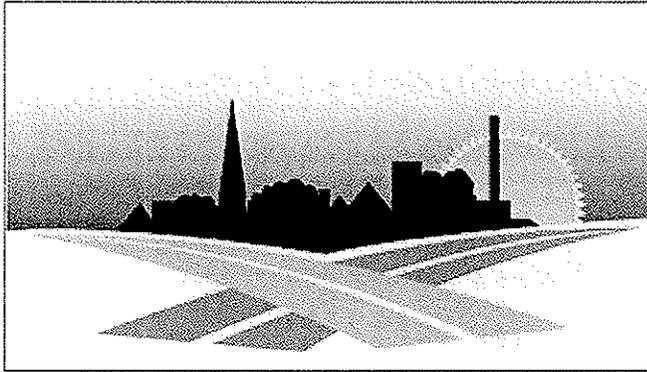
BY: _____
Michelle Kaltenberg, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 29-12

VILLAGE ATTORNEY - JAMES HAMMES - CRAMER, MULTHAUF & HAMMES

Village Board Annual Meeting 4-17-12

Requested by: Village President Michelle Kaltenberg

Introduced by: Village President Michelle Kaltenberg

RESOLUTION 29-12

VILLAGE ATTORNEY - JAMES HAMMES - CRAMER, MULTHAUF & HAMMES

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

WHEREAS, the Village Board has contracted with James Hammes of the law firm Cramer, Multhauf & Hammes for the position of Village Attorney since 1980, and

WHEREAS, the Village Board approved a resolution to require the Village Attorney to attend meetings in August of 1978, and

WHEREAS, the Village Attorney is paid a flat rate of \$700 per month which covers attendance at one Village Board meeting per month and the review of legislation with all other work charged hourly to the Village, and

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Johnson Creek approve James Hammes of Cramer, Multhauf and Hammes to be the Village Attorney until April 16, 2013, 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 17th day of April 2012.

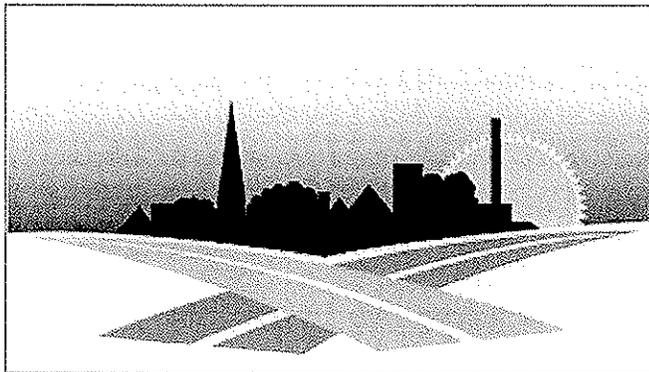
Michelle Kaltenberg, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 30-12

VILLAGE ENGINEER – KEVIN LORD - MSA PROFESSIONAL SERVICES, INC.

Village Board 4-17-12

Requested by: Village President Michelle Kaltenberg

Introduced by: Village President Michelle Kaltenberg

STATE OF WISCONSIN

VILLAGE OF JOHNSON CREEK

JEFFERSON COUNTY

RESOLUTION 30-12

VILLAGE ENGINEER - MSA PROFESSIONAL SERVICES, INC.

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

WHEREAS, Kevin Lord of MSA Professional Services, Inc has been the contracted Village Engineer since September 12, 2011, and

WHEREAS, attached is a new contract for services from April 17, 2012 to April 16, 2013, and

NOW THEREFORE BE IT RESOLVED, the Board of Trustees of the Village of Johnson Creek approve the contract with MSA for Village engineering services until April 16, 2013, and

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

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this 17th day of April, 2012.

Michelle Kaltenberg, Village President

ATTEST:

Joan Dykstra, Village Clerk-Treasurer



April 9, 2012

Mark Johnsrud
Village of Johnson Creek
2901 International Lane, Ste 300
Madison, WI 53704

Re: Contract Billing Rates

Dear Mark Johnsrud:

As requested, MSA has provided an updated contract for the period of April 17, 2012 to April 16, 2013. MSA has made a commitment to Johnson Creek to keep our rates fiscally responsible and maintain an outstanding quality of service. MSA has adjusted the client liason rate from \$80/hour to \$82/hour.

Please let me know if you have any questions.

Sincerely,

MSA Professional Services, Inc.

Kevin Lord, PE, RLS
Consulting Village Engineer

MJM;kcl

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

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

608.242.7779 • 1.800.446.0679 • FAX: 608.242.3664

WWW.MSA-PS.COM



PROFESSIONAL SERVICES

More ideas. Better solutions.

Professional Services Agreement

This AGREEMENT (Agreement) is made today April 17, 2013 by and between VILLAGE OF JOHNSON CREEK (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which is referred to in the Agreement between OWNER and MSA for Professional Services dated September 12, 2011 and agrees to the following:

Project Name: Village of Johnson Creek 2012 General Engineering

The scope of the work authorized is: MSA proposes to render Professional Engineering Consulting services to the Village of Johnson Creek when requested in regard to project specific tasks and attend Village meetings upon request to answer questions in regards to engineering practices and principals. When requested, act as representative to federal, state and county governments. Tasks may include, but are not limited to, site reviews, design development, drainage concerns, construction services, public works requests, infrastructure improvements, and grant assistance.

The services will be performed at the MSA 2012/2013 contract rates.

The services were requested by Mark Johnsrud.

The schedule to perform the work is: Start Date: April 17, 2012
Completion Date: April 16, 2013

The estimated fee for the work is: Time and Expense Basis

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is referred to in the Agreement between the OWNER and MSA for Professional Services dated September 12, 2011. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

VILLAGE OF JOHNSON CREEK

MSA PROFESSIONAL SERVICES, INC.

Michelle Kaltenberg

Village President

Date: _____

Kevin Lord, PE, RLS

Consulting Village Engineer

Date: 4-9-12

Clerk Name: _____

Date: _____

125 Depot Street
Johnson Creek, WI 53038
Phone: 920-699-2296
Fax: 920-699-2292

2901 International Lane, Ste 300
Madison, WI 53704
Phone: 608-242-7779
Fax: 608-242-5664

**ATTACHMENT A:
RATE SCHEDULE
MARCH 2011/2012***

CLIENT LIASON/PROJECT MANAGER

Kevin Lord, PE, RLS \$82.00/hr.

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Municipal Engineering Team	\$59-\$128.00/hr.
Funding Team	\$71-\$120.00/hr.
Wastewater Engineering Team	\$72-\$125.00/hr.
Water Systems Engineering Team	\$59-\$135.00/hr.
Storm Water Resources Team	\$80-\$125.00/hr.
Environmental Team	\$59-\$116.00/hr.
Traffic Engineering Team	\$80-\$108.00/hr.
Transportation Engineering Team	\$61-\$135.00/hr.
GIS Services Team	\$59-\$108.00/hr.
Architectural Team	\$70-\$128.00/hr.
Surveying & Platting Team	\$59-\$82.00/hr.
Planning Team	\$71-\$104.00/hr.

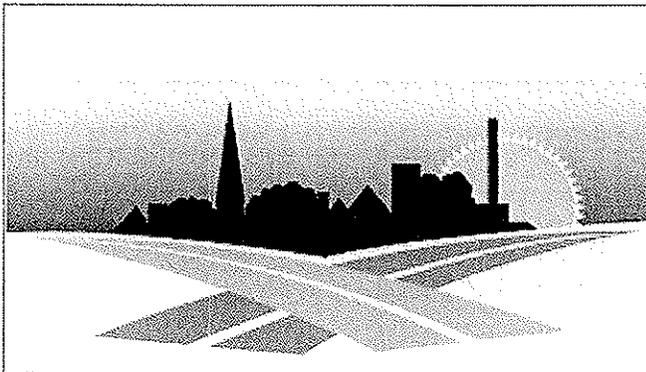
REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment.....	\$40/hour; 2 hour min.
Mailing/UPS.....	At cost
Mileage – (currently \$0.555/mile)	Rate set by Fed. Gov.
Nuclear Density Testing.....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100.00/day
PC/CADD Machine.....	Included in labor rates
Robotics Geodimeter	\$30/hour; 2 hour min.
Stakes/Lathe/Rods	At cost
Total Station	Included in labor rates
Travel Expenses.....	At cost

* Labor rates shall remain in effect until April 16, 2013.

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 31-12

VILLAGE PLANNER - SARAH PITTZ - VIERBICHER ASSOCIATES

Village Board Annual Meeting 4-17-12

Requested by: Village President Michelle Kaltenberg

Introduced by: Village President Michelle Kaltenberg

STATE OF WISCONSIN

VILLAGE OF JOHNSON CREEK

JEFFERSON COUNTY

RESOLUTION 31-12

VILLAGE PLANNER - SARAH PITTZ - VIERBICHER ASSOCIATES

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

WHEREAS, the Village Board has contracted with Sarah Pittz of Vierbicher Associates, and

WHEREAS, Sarah Pittz has served as the Village Planner since 2010, and

WHEREAS, Vierbicher has submitted a new contract with revised rates and fees, and

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Johnson Creek approve Sarah Pittz of Vierbicher Associates to be the Village Planner until April 16, 2013, 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 17th day of April 2012.

Michelle Kaltenberg, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

vierbicher
planners engineers advisors



999 Fourier Drive, Suite 201
Madison, Wisconsin 53717
(608) 826-0532 phone
(608) 826-0530 FAX
www.vierbicher.com

March 29, 2012

Village Board Members
c/o Mark Johnsrud, Administrator
Village of Johnson Creek
125 Depot Street
PO Box 238
Johnson Creek, WI 53038

Re: Proposed Contract Amendment

Dear Village Board Members,

I would like to thank the Village for the opportunity to serve as your planner. Over the past two years I feel that we have developed a strong working relationship and Vierbicher is certainly excited about the opportunity to continue working with you moving forward.

The current development market is a difficult one to navigate, and the Village, along with many other municipalities, has not seen a lot of activity in terms of new growth. It is important that we continue to work together to get through this interim period and are prepared for future activity.

However, due to the recent level of activity within the Village, it has been difficult for Vierbicher to provide planning services while maintaining a reasonable level of profitability. Our current contract allows reimbursement of time for work completed in our office, as well as time spent at the Village for meetings. However, it does not allow reimbursement of time spent traveling to and from the Village. It also includes hourly billing rates that are substantially reduced from our standard rates. While we anticipated that these items would balance out over the long term, the costs of travel have far exceeded the amount of time spent in meetings or completing other requested reviews.

In an effort to continue serving as the Village's planner, we find it necessary to revise the terms of our Agreement so that we may achieve a more reasonable balance during this time when development activity is low, hence we have provided the amended contract for your consideration. At such time that the Village requires more assistance with planning or engineering services, we would certainly be open to a discussion about re-negotiating this contract. Until that time, we are trying to maintain a mutually beneficial working relationship that allows us to continue serving the Village with whatever level of assistance is needed.

If you have any questions or concerns, please do not hesitate to contact me at (608) 768-4812 or by e-mail at smpit@vierbicher.com.

Sincerely,

Sarah M. Pittz, AICP
Enclosure

Attachments:

Reedsburg (608) 524-6468 Madison (608) 826-0532 Prairie du Chien (608) 326-1051

MASTER PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT ("Agreement") is made as of April 17, 2012 by and between the VILLAGE OF JOHNSON CREEK (the Client) and VIERBICHER ASSOCIATES, INC. (the Consultant), which agree as follows:

SECTION I -SERVICES TO BE PERFORMED

1.1 Scope of Services

Consultant shall perform or furnish planning services, and serve as a resource and liaison, to the Client pursuant to this Agreement and individual project Professional Service Agreements issued by the Client to Consultant.

1.1.1 For day-to day activities, Consultant shall provide planning services authorized by the Client. These services intended to provide technical support to Client staff, review proposed development projects, assist the Client respond to daily needs and/or attend meetings. The compensation for day-to-day services will be on a time and expense basis as outlined in Section IV of this agreement and based on Attachment A – Rate Schedule.

1.1.2 When specific projects are implemented by the Client, a Professional Services Agreement (PSA) shall be executed by Consultant and the Client. The PSA shall include the project scope, schedule, fee and designated responsible parties. The compensation for specific project services will generally be based upon a fixed fee as outlined in Section IV of this agreement and the PSA.

1.1.3 Consultant intends to serve as the Client's professional representative for those services as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by Consultant for the Client are rendered on the basis of experience and qualifications and represent the professional judgment of Consultant. However, Consultant cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

1.1.4 In conducting the services, Consultant will apply current professional judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The Client acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later established standards.

1.2 Authorization of Services

1.2.1 For day-to-day activities, the authorization to provide services shall come from the following Client officials:

- Village Administrator
- Village Board President

1.2.2 For specific project services, written PSAs shall define the task requested, including the specific scope of services to be performed, the schedule, the basis for payment (if other than as defined in this Agreement), and special terms and conditions (if other than as defined in this Agreement). When requested by the Client, Consultant shall prepare draft PSAs and submit them to the Client for review and execution. Each PSA shall be executed by the authorized representatives of Consultant and the Client designated in this Agreement. Each PSA shall be deemed to incorporate the terms of this Agreement.

1.2.3 The Client's authorized representative may orally authorize Consultant to begin furnishing services. Within five (5) business days thereafter, Consultant shall submit to the Client a written PSA, as described immediately above, which shall confirm the oral PSA and provide for mutual execution by the parties. Such PSA will be deemed executed if not returned with comments within two (2) business days thereafter. If the Client disagrees with the terms or scope of written PSA, the verbal PSA shall be deemed rescinded and all work pursuant thereto shall be discontinued until the parties have

reached agreement on the terms of a written PSA.

1.3 Limit of Cost for Professional Services

PSAs shall not call for professional services whose cost would exceed budgeted amounts already approved by the Village Board, as determined by the Village Administrator. Projects not within budgeted amounts shall be brought to Village Board for approval, before a PSA shall be issued.

1.4 Consultant's Authorized Representative

Sarah M. Pitz, AICP shall act as Consultant's representative with respect to the services to be performed or furnished. Said person will have complete authority on behalf of Consultant to transmit instructions, receive information, and interpret and define Consultant's policies and render decisions for Consultant with respect to services. Alternate representatives proposed by Consultant or the Client shall be subject to the approval of the Village Administrator.

1.5 Projects Anticipated to be Performed by Consultant (via individual PSAs):

1.5.1 Planning and community development projects including but not limited to: grant applications, creation or amendment of tax increment districts, neighborhood planning, downtown redevelopment planning, etc.

1.5.2 Other Budgeted Projects as Identified by Village Administrator and/or Department Heads.

1.6 Plans, Drawings, Maps and Other Documents Produced.

All documents developed as a result of this Agreement are instruments of service with respect to this project. VAI shall retain an ownership and property interest therein, including the right of reuse, whether or not the project is completed.

Client shall have the unrestricted right to make, retain, use, publish and/or provide to the public or any third party copies of any such documents for any purpose whatsoever as if the documents constituted work made for hire. It is expressly intended by the parties that no document which the Client has paid

Consultant to produce shall be subject to any copyright or other protection from unlimited copying and use by the Client or persons acquiring the documents through the Client.

Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of this project or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability exposure to Consultant from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom, except as to any errors or omissions for which Consultant would be liable without regard to the secondary use of the documents. If there is a discrepancy between the electronic files and the hard copies, the original hard copies govern.

1.6.1 Consultant shall maintain copies of all plans, maps, reports, drawings, computations or other documents generated pursuant to any PSA, and make copies thereof available to the Client upon request. Digital copies shall be provided in any format requested by the Client (if Consultant has access to the necessary facilities to convert the data into the requested format) at any time, at Consultant's actual cost of converting and/or supplying paper or digital copies. Consultant shall not destroy its last remaining copy of any such document without first offering it to the Client for safekeeping.

1.7 Private Development Engineering.

Consultant shall not provide private engineering or consulting services on behalf of any third party on projects which are subject to Client approval unless given prior authorization by the Client. This provision does not apply to property surveying.

SECTION II - THE CLIENT'S RESPONSIBILITIES

2.1 Client's Responsibilities

The Client, at its expense, shall do the following in a timely manner so as not to delay or hinder Consultant in its furnishing of services:

- 2.1.1 Furnish Consultant with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to this agreement and each PSA, upon request. Unless otherwise specified in a PSA, Consultant may rely upon information furnished by the Client's authorized officers and employees without independent verification.
- 2.1.2 Provide all criteria and full information as to Client's requirements including objectives and constraints, performance requirements, and budgetary limitations.
- 2.1.3 Assist Consultant by furnishing all available information pertinent to this agreement and any PSA project upon request.
- 2.1.4 Schedule and properly notice public meetings. Assist with arranging other meetings deemed necessary for the implementation of projects. These meetings may include meetings with agencies, land owners, concerned citizens, etc.
- 2.1.5 Take reasonable steps to arrange for access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform its work under this agreement and any PSA.
- 2.1.6 Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that significantly affects the scope or time of performance or furnishing of Consultant's services, or any defect or nonconformance in Consultant's services or in the work of any Contractor.
- 2.1.7 Furnish data in the Client's possession prepared by others to Consultant relevant to any services rendered by this agreement or any PSA together with any existing professional interpretations of the foregoing.
- 2.1.8 Examine studies, reports, and other documents presented by Consultant, and render, in writing, decisions pertaining thereto.
- 2.1.9 Consultant shall not be responsible for the accuracy and completeness of data furnished by the Client, including, but not limited to, computations, record drawings, and maps furnished by the Client.

2.1.10 The Client agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as it may deem necessary for the project.

2.2 Client's Authorized Representative

The Client's Authorized Representative under this Agreement shall be the Village Administrator, or his/her designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Consultant's services under this Agreement.

SECTION III - PERIOD OF SERVICES

3.1 Completion of Services

The services called for in each PSA shall be completed according to a scope and schedule agreed upon by the Client and Consultant. Any changes in scope or schedule shall be subject to mutual agreement between Client and Consultant.

3.2 Term of Agreement

The term of this annual Agreement shall commence as of the date set forth above, and shall run through April 16, 2013, unless either party gives written notice of its intention to terminate or amend the Agreement by giving at least thirty (30) days prior written notice to the other party. Revisions may not be implemented by either party without an executed Amendment to this Agreement.

3.3 Termination of Agreement

The obligation to provide further services under this Agreement may be terminated:

3.3.1 By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.

3.3.2 By Consultant upon seven days written notice if Consultant believes that Consultant is being requested by Client to furnish or perform services contrary to Consultant's

responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.

- 3.3.3 By Consultant upon seven days written notice if Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
- 3.3.4 By Consultant upon seven days written notice if the Client has failed to pay for previous services rendered and its account is more than 90 days past due.
- 3.3.5 By Client effective upon the receipt of notice by Consultant.
- 3.3.6 Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

SECTION IV – COMPENSATION

4.1 Day-To-Day Services.

Compensation for day-to-day services will be based on a time and expense basis using the terms outlined below and the rate schedule on Attachment A. This includes travel time to and from the Village for meetings.

4.2 Specific Project Services.

Compensation for specific project services will generally be based upon a fixed fee using the terms outlined below and the PSA issued for the specific project. In the event the scope of a project, or portion of a project, cannot be defined well enough to provide a fixed fee, the compensation will be based on a time and expense fee. In these cases the PSA issued for the specific project will include an estimated fee and the charges will be based on the rate schedule on Attachment A.

4.3 Compensation Terms

- 4.3.1 Charges for services will be based out of Consultant's office located in Madison.
- 4.3.2 The fees assume that the work will be completed within the schedule set forth in the PSA. If significant delays to the project occur, which are not due to the negligence of Consultant, e.g. decisions of Client, regulatory

approvals, deferrals to the next calendar year, etc. Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

- 4.3.3 Reimbursable expenses, e.g., telephone, photocopying, etc., are included in the stated fees identified in the rate schedule on Attachment A and in fixed fees agreed upon in any individual PSA. Mileage over 50 round-trip miles will be charged as included on Attachment A.
- 4.3.4 When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant will make every effort to inform Client in a timely manner, even prior to incurring costs, if possible.
- 4.3.5 Invoices are submitted monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Time and expense fees will be submitted on the basis of actual time and expense incurred in accordance with Attachment A.
- 4.3.6 Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month.
- 4.3.7 Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or, as otherwise negotiated.

SECTION V – MISCELLANEOUS

5.1 Insurance.

Consultant shall maintain, throughout the term of this Agreement, insurance coverage for Worker's Compensation, General Liability, and Professional Liability with limits reasonably acceptable to the Client. Consultant shall provide the Client with a certificate of insurance upon request showing the required coverage.

5.2 Entire Agreement.

This Agreement supersedes any and all

agreements previously made between the parties relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by the terms of a PSA or other instrument in writing, duly executed by all parties.

5.3 Governing Law.

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Wisconsin.

5.4 Dispute Resolution.

In the event a dispute shall develop between the Client and Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- 5.4.1 The Client and Consultant agree to first negotiate all disputes between them in good faith.
- 5.4.2 If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be

conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association. The cost of any mediator shall be paid equally by the parties, and each party shall be responsible for its own legal and other costs of participating in the mediation.

If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

5.5 Headings and References.

The headings used in this Agreement are for convenience of reference only, and shall not be construed to define, limit or affect in any way, the substantive terms hereof and shall not constitute a part of this Agreement.

5.6 Severability.

If any provision of this Agreement shall, under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

VILLAGE OF JOHNSON CREEK

VIERBICHER ASSOCIATES, INC.

Michelle Kaitenberg, Village Board President
Date: _____

Rodney J. Zubella

Rod Zubella, P.E.
President
Date: March 23, 2012

Mark Johnsrud
Village Administrator
Date: _____

Sarah M. Pittz

Sarah M. Pittz, AICP
Client Representative
Date: March 23, 2012

M:\Johnson Creek, Village of\12107243_Planning Services\JC Master Professional Service Agreement 0312 AMENDED.docx

**ATTACHMENT A:
VIERBICHER ASSOCIATES, INC. RATE SCHEDULE
2012**

Section 1: Professional Staff Billing Rates

<u>Classification</u>	<u>Labor Rate</u>
Project Manager (Sarah Pittz, AICP).....	\$112.00/hr
Senior Economic Developer (Gary Becker, CECD).....	\$170.00/hr
Economic Developer (Errin Welty).....	\$114.00/hr
Planning Assistance (Ben Zellers, AICP).....	\$97.00/hr
Landscape Architect & Graphics (Suzanne Vincent).....	\$87.00/hr
GIS Analyst (Kevin White).....	\$87.00/hr
Clerical.....	\$59/hr

Section 2: Reimbursable Expenses

<u>Classification</u>	<u>Rate</u>
Auto Mileage.....	\$0.50/mile for Miles in Excess of 50 (Each Trip)

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 32-12

DESIGNATION OF NEWSPAPER FOR LEGAL NOTICES WATERTOWN DAILY TIMES

Village Board Annual Meeting 4-17-12

Requested by: Village President Michelle Kaltenberg

Introduced by: Village President Michelle Kaltenberg

RESOLUTION 32-12

**DESIGNATION OF NEWSPAPER FOR LEGAL NOTICES
WATERTOWN DAILY TIMES**

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

WHEREAS, the Village Board annually designates a newspaper to publish legal notices as required by State Statute and Village Code, and

WHEREAS, the Village has designated the Watertown Daily Times as the newspaper to publish legal notices in the past, and

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Johnson Creek designate the Watertown Daily Times as the newspaper to publish legal notices until April 16, 2013, 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 17th day of April 2012.

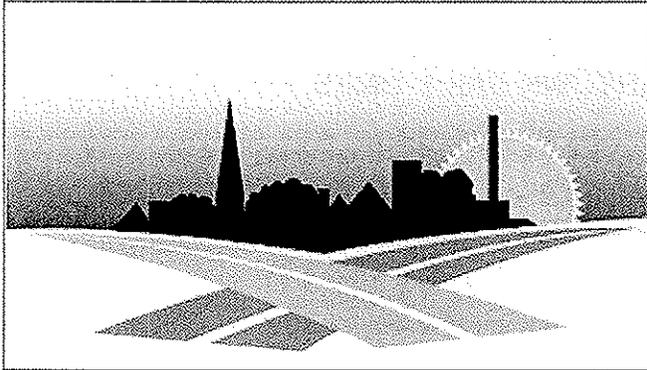
Michelle Kaltenberg, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 33-12

DESIGNATING PUBLIC DEPOSITORIES

Village Board Annual Meeting 4-17-12

Requested by: Village Clerk-Treasurer

Introduced by: Village President Michelle Kaltenberg

RESOLUTION 33-12

RESOLUTION DESIGNATING PUBLIC DEPOSITORIES

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

WHEREAS, pursuant to Section 34.05, Wis. Statutes, the governing body shall by resolution designate one or more public depositories,

WHEREAS, per Village Code 15-12 Public deposits and investments. B. Public depositories (d) Deposits. The Village Clerk-Treasurer shall deposit public moneys in the name of the Village of Johnson Creek in such public depositories designated by the Village Board.

THEREFORE BE IT RESOLVED, that pursuant to Section 34.05, Wis. Statutes, the following are designated official public depositories for all funds for the Village of Johnson Creek with a "no limit" for total deposits at:

1. Premier Bank of Johnson Creek,
2. Badger Bank of Johnson Creek
3. Local Government Investment Pool
4. Bank of Lake Mills, Lake Mills and Watertown Branches
5. Citizens Bank, Jefferson Branch
6. Fort Community Credit Union, Jefferson and Fort Atkinson Branches
7. Ixonia State Bank, Watertown and Ixonia Branches
8. American National Bank, Helenville Branch
9. Associated Bank, Lake Mills and Watertown Branches
10. State Bank of Reeseville, Reeseville and Watertown Branches
11. Chase Bank, Watertown Branch
12. County City Credit Union, Jefferson Branch
13. Johnson Bank, Fort Atkinson Branch
14. Landmark Credit Union, Watertown Branch
15. Summit Credit Union, Lake Mills Branch
16. Greenwood's State Bank, Lake Mills Branch
17. M&I Bank, Watertown Branch
18. Town and Country Bank, Watertown Branch

BE IT FURTHER RESOLVED, that deposits shall be maintained in time deposits subject to limitations of § 66.0603(1m) Wis. Stats. including demand or savings deposits and all deposits, without limit, must be secured by federal or state law or collateralized with securities guaranteed by the full faith of the United State of America.

Adopted by the Village Board of Trustees this 17th day of April 2012.

Michelle Kaltenberg, Village President

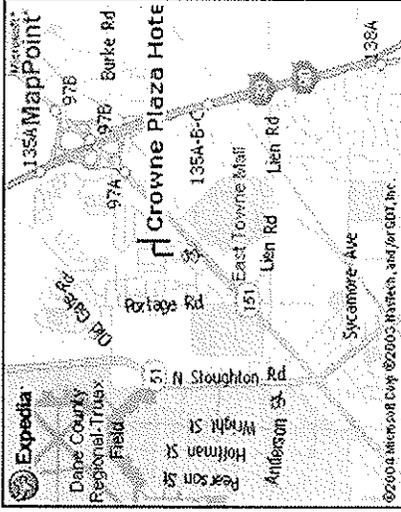
ATTEST:

Joan Dykstra, Clerk – Treasurer

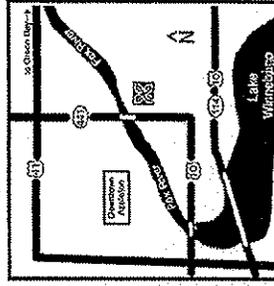


2012

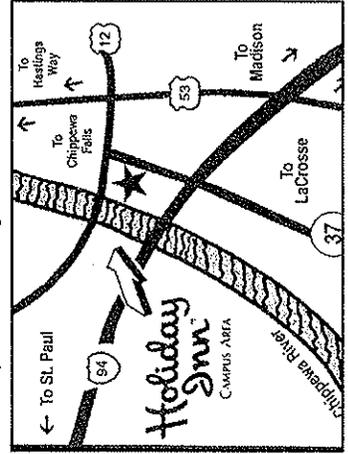
Crowne Plaza, Madison



Liberty Hall/Hilton Garden, Kimberly



Holiday Inn - Campus, Eau Claire



**2012
NEW MUNICIPAL OFFICIALS
WORKSHOPS**

The League of Wisconsin Municipalities, in cooperation with the Department of Professional Development and Applied Studies, Local Government Center, UW-Extension and the Department of Engineering Professional Development, UW-Madison, is sponsoring a one-day workshop for new city and village officials.

This Workshop provides a basic course on local government for officials who assumed office this spring. Other city and village officials who wish to brush up on their knowledge of local government or missed the previous annual workshops may also find the meetings beneficial.

WORKSHOP LOCATIONS

- May 11, 2012
Madison
Crowne Plaza Hotel, 4402 E. Washington Ave.
- May 18, 2012
Kimberly
Liberty Hall/Hilton Garden, 800 Eisenhower Dr.
- June 8, 2012
Eau Claire
Holiday Inn Campus, 2703 Craig Rd.

**NEW
OFFICIALS
WORKSHOPS**

At Three Locations

- ◆ Madison
- ◆ Kimberly
- ◆ Eau Claire

Agenda

2012 New Municipal Officials Workshops Registration

- 8:30 Registration - Coffee
- 9:00 Welcome
Dan Thompson, Executive Director, League of Wisconsin Municipalities
- Framework of Wisconsin Local Government - Dan Thompson
- Powers of City Councils and Village Boards - Claire Silverman, Legal Counsel, or Daniel Olson, Assistant Legal Counsel, League of Wisconsin Municipalities
- Recognizing and Avoiding Conflicts of Interest - Claire Silverman, Legal Counsel, or Daniel Olson, Assistant Legal Counsel, League of Wisconsin Municipalities
- 10:45 Break
- 11:00 Budgeting & Financial Oversight - Russ Van Gompel, Village Manager, Brown Deer
- Noon Lunch
- 1:00 Procedures for Local Government Meetings - Larry Larner, Professor Emeritus, Local Government Center, UW-Madison
- 2:15 Break
- 2:30 Managing Public Works Activities - Ben Jordan, Department of Engineering Professional Development, UW-Madison
- Open Discussion
- 3:45 Adjournment

Please make the following reservation for the New Municipal Officials Workshop at

- Madison, Crowne Plaza Hotel, May 11, 2012
- Kimberly, Liberty Hall/Hilton Garden, May 18, 2012
- Eau Claire, Holiday Inn Campus, 2703 Craig Rd., June 8, 2012

Name (please type or print) _____ Position _____

Signed _____ Payment Method _____

Title _____ Credit Card or Check # _____

Address _____ Card type _____

_____ (Master Card, Visa, Discover)

Municipality _____ Number _____

Fax Number _____ Exp _____ Vcode _____

E-mail _____ Signature _____

Please enclose registration fee of \$60 (member) or \$85 (non-member) per person. Make checks payable to the League of Wisconsin Municipalities. Return this form no later than five days prior to your chosen seminar. Registration by phone cannot be accepted.

Mail to: League of Wisconsin Municipalities, 122 W. Washington Ave., Suite 300, Madison, WI 53703
 Fax: (608) 267-0645; On-Line: www.lwm-info.org

Registration fees, less the \$5 processing fee, are refundable if the League receives the cancellation not later than three days before the institute. Refunds are not available for cancellations made within three days of the institute.



Please place an "X" through the box if you need an accommodation regarding a disability. We will contact you to make the necessary arrangements.

2012

REGIONAL DINNER MEETINGS



2012

Mark your calendar for a Regional Dinner Meeting! Each Regional Dinner Meeting provides the opportunity to improve contact with neighboring officials and get the latest information on municipal topics. Don't miss this chance to network with your fellow local officials!

At each of the six regional meetings, Dan Thompson, Executive Director of the League, will present updates on proposed state legislation.

- Barneveld
May 3, 2012
- Brookfield
May 10, 2012
- Howard
May 17, 2012
- Lake Delton
May 24, 2012
- Eau Claire
June 7, 2012
- Rothschild
June 14, 2012

Cash bar at 5:30 p.m.
Dinner at 6:30 p.m.

REGIONAL
DINNER
MEETINGS

At Six Locations

- ◆ Barneveld
- ◆ Howard
- ◆ Brookfield
- ◆ Lake Delton
- ◆ Eau Claire
- ◆ Rothschild

Locations

- May 3, 2012
Barneveld
Deer Valley Lodge
401 W. Industrial Dr.
- May 10, 2012
Brookfield
Sheraton Milwaukee Hotel
375 S. Moorland Rd.
- May 17, 2012
Howard
Rock Garden
1951 Bond St.
- May 24, 2012
Lake Delton
Wintergreen Resort/Conf. Center
60 Gasser Rd.
- June 7, 2012
Eau Claire
Holiday Inn Campus
2703 Craig Rd.
- June 14, 2012
Rothschild
Holiday Inn
1000 Imperial Ave.

2012 Regional Dinner Meeting Registration

Please make the following reservation for the Regional Dinner Meetings

- Barneveld, May 3, 2012
- Brookfield, May 10, 2012
- Howard, May 17, 2012
- Lake Delton, May 24, 2012
- Eau Claire, June 7, 2012
- Rothschild, June 14, 2012

Name (please type or print) _____ Position _____

Signed _____ Payment Method _____
 Title _____ Credit Card or Check # _____
 Address _____ Card type _____
 Municipality _____ Number _____
 Fax Number _____ zip _____ Exp _____ Vcode _____
 E-mail _____ Signature _____

Please enclose dinner fee of \$20 per reservation. Make checks payable to the League of Wisconsin Municipalities. Return this form no later than five days prior to your chosen dinner. Registration by phone cannot be accepted.

Mail to: League of Wisconsin Municipalities, 122 W. Washington Ave., Suite 300, Madison, WI 53703
 Fax: (608) 267-0645
 On-Line: www.lwm-info.org

Registration fees, less the \$5 processing fee, are refundable if the League receives the cancellation not later than three days before the dinner. Refunds are not available for cancellations made within three days of the dinner.



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