

VILLAGE OF JOHNSON CREEK

MEETING NOTICE

125 Depot Street, Johnson Creek, WI

Agenda

COMMITTEE OF THE WHOLE

August 10, 2015

Village Hall

5:30 p.m. or immediately following the Special Village Board Meeting beginning at 5:15 p.m.

1. Call to order - roll call
2. Statement of Public Notice
3. Approve July 13, 2015 Committee of the Whole meeting minutes – *pgs 1-5*
4. Minutes of Village Board Meeting of July 20, 2015 – *For Information Only – pgs 6-10*

Items Noticed for Discussion and Recommendation:

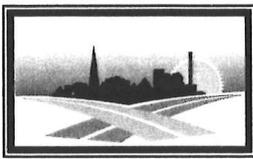
5. 2014 Audit – Assigned Reserves – Administrator Memorandum – *pg 11*
6. 236-238 Union Street – Administrator Memorandum – *pg 12*
7. Preliminary Master Plan – Centennial Park – SAA 2004 – *pgs 13-15*
8. Centennial Park – Parking Lot Bids – Kunkel Engineering – 2010 – *pgs 16-18*
9. Preliminary Master Plan - Bell Park Plan – SAA 2004 – *pgs 19-20*
10. Internal Control Policy – Purchases - *pgs 21-31*
11. Room Tax – Attorney Hammes Memorandum - *pgs 32-37*
12. Asphalt Repair Bids – Fire Station # 1 – Parking Lot - Resolution - *38-41*
13. Fire Station # 2 Bonding – Administrator Memorandum – *pg 42*
14. Case End-Loader – Repairs – Miller – Bradford – Risberg – Invoices – 2015 Capital Budget – Resolution-*pgs 43-44*
15. Addendum C to Mutual Aid Box Alarm System Agreement (MABUS) – Resolution – *pgs 45-51*
16. Transfer Impact Fees for General Obligation Debt Service – Resolution - *pg 52*
17. Library Budget to Assigned Reserves from 2014 Budget – Resolution – *53-55*
18. Rock River Coalition – Membership and Clean-Up Day – *pg 56*
19. Cabaret License – St. Gabriel Church – 417 Union St. – Resolution - *57*
20. New Business – Lasting Skin Solutions, LLC – 215 Hunter’s Glen Ln. – Resolution - *58*
21. Operators Licenses – Resolution – *pg 59*
22. National Night Out Event - 2016
23. Pedestrian Access - Crossing Hwy 26
24. Crosswalk – Wright Road and Deer Crossing
25. Parking Milwaukee Street – School Zone
26. N. Watertown Street – Traffic and Parking Alternatives – MSA Traffic Study
27. Loading Zone Request – Schneider Printing – N. Watertown Street- *pg 60*
28. Adjourn

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

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

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

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President Swisher called the Committee of the Whole meeting to order at 5:24 p.m.

In attendance: President John L. Swisher, Trustees: Fred Albertz, Randy Bieri, Tim Semo, Donald Smith, Dale Theder and Kelly Wollschlager. Also in attendance: Administrator Mark Johnsrud, WWTP Superintendent Aric Mindemann, Street Superintendent Lee Trumpf, Fire Chief Jim Wolf, Sergeant Mike Gosh, Engineer Kevin Lord, Attorney James Hammes and Deputy Clerk-Treasurer Lisa Trebatoski.

Statement of Public Notice

This meeting was posted and noticed in accordance to law

Approve June 8, 2015 Committee of the Whole meeting minutes

A Theder/Wollschlager motion carried unanimously to approve June 8, 2015 Committee of the Whole minutes.

Minutes of Village Board Meeting of June 22, 2015 and Special Village Board Public Hearing Meeting minutes of June 29, 2015 – informational only

Items Noticed for Discussion and Recommendation:

2014 Audit - Kevin Krysinski – Johnson Block and Company

Auditor Kevin Krysinski with Johnson Block gave an overview of the 2014 annual audit. Other reports Johnson Block provides services on include the water utility public service commission (PSC) annual report, the Department of Revenue municipal financial report which is used to calculate state shared revenues, and the TIF district annual reports.

Also required is the audit communications to the Village Board which include the standard communication that includes the list of audit adjustments proposed. Included are two standard comments for small municipalities of which are material weakness of drafting of the financial statements and report on internal controls of segregation of duties.

Krysinski reviewed the status of the fund balance of which is at \$2.1 million. That amount is made up of three components. Nonspendable, which is made up of long term receivables not available for current use. Restricted, money earmarked for specific purposes. Unassigned, readily available with no earmarks and makes up nearly 50% of expenditures. Krysinski stated that the fund balance is healthy to meet daily expenditures without having to borrow funds. Looking at budget verse actual, you see a decrease in fund balance of \$104,468, which is misleading due to establishing a capital projects fund. These projects were in the general fund but now accounted for separately.

The financial statements of the Water and Sewer looked as if they are operating at a loss however this is due to depreciation of assets. Krysinski stated the utilities have no debt because the infrastructure was a TIF eligible expense.

The Village of Johnson Creek's revenues are 80% taxes and intergovernmental money, made up of state share revenue and aids. The Village, like most municipalities are front loaded with revenues, receiving 65 to 75% by the end of January and the remaining middle of August.

The GO Debt limit is determined by the equalized value, which is determined by the state. The GO Debt limit went down from 2010 to 2013 and took a slight uptake in 2014. The Village also has other debt in lease revenue bonds which are repaid by TIF revenues.

Swisher questioned fund balance as disposable versus committed.

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Krysinski stated the unassigned fund balance is \$997,291. A minimum unassigned fund balance is three months of budgeted expenditures or 25%.

Hammes questioned the \$324,619 under other finances sources.

Krysinski explained this is for money transfer in and out, the majority being the reassigned capital outlay fund.

Johnsrud explained that revenues exceeded expenditures within the 2014 Budget due to increased building permits and a one-time refund from We Energies for being street light electric overcharges.

Krysinski would prepare the final draft of the 2014 Audit for Village Board approval.

Johnsrud explained the next step will be for the Village Board to accept and file the 2014 Audit by resolution.

236-238 Union Street – Jeff Ackerman – WDNR

Jeff Ackermann from the Wisconsin Department of Natural Resources reported on contamination at the old dry cleaning site. Ackermann stated due to the property being abandoned it makes it harder to take action. He reported on the type of testing done and the results of levels of PERK (dry cleaning solution) which the DNR doesn't classify as an immediate threat.

Swisher requested the Village Board allow the public to speak on this matter.

A Wollschlager/Bieri motion carried unanimously to open the public hearing at 6:00 p.m.

Tisha Morgan, 400 Abbey Ln, stated the Village of Johnson Creek taxpayers should not have to pay for the cleanup of the contamination and urged the Village Board to contact the EPA for a grant.

An Albertz/Bieri motion carried unanimously to close the public hearing at 6:04 p.m.

After discussion it was determined the next step would be to have Trustee Albertz and Attorney Hammes try to contact the family to receive authorization, by signature, to look at options of grants, razing and cleaning of contamination. Engineer Lord stated he would provide names of contractors for Administrator Johnsrud to contact. An update would be given at Monday, July 20th Village Board meeting.

Wastewater Treatment Facility – Compliance Maintenance Annual Report (CMAR) – Aric Mindemann
Superintendent Mindemann presented the Compliance Maintenance Annual Report (CMAR). Mindemann stated this is an evaluation of how the wastewater treatment plant is performing. The report is submitted to the Department of Natural Resources. He further stated they received a score of 4.0, which is a grade A.

Referred – Tanner Ridge Homeowners Association – Use of Village Right of Way

David Armstrong was present to address Dr. Garvey's letter to the board requesting approval to maintain the right of way.

A Semo/Bieri motion carried unanimously to recommend to the Village Board to approve by resolution to allow Tanner Ride Homeowners Associate to maintain Village Right of Way.

MSA Professional Service Agreements – Status Review – Kevin Lord

Engineer Lord provided an update on ongoing projects. Lord stated the water and sanitary studies should be completed this year and hopes to report back in August or September. The radium treatment, testing of well #3 backwash, has been ongoing for the past 1-1 ½ years. The well site investigation is for Well #4 located by Centennial Park to see if the sight is able to be placed in service and the quality of the water. The Wright Rd stormwater improvements are necessary because the stormwater management wasn't done with the plat. The River Creek improvements are bringing stormwater management to current DNR standards.

Referred – Prohibit Parking – N. Watertown Street

After discussion it was determined to have Attorney Hammes draft an ordinance for no parking on N. Watertown Street.

A Wollschlager/Smith motion carried 5- 2 with Semo and Theder dissenting, to recommend to the Village Board approve by ordinance restricting parking on N. Watertown Street.

Award Bid – Wright Road Stormwater Improvements

A Semo/Bieri motion carried unanimously to recommend to the Village Board to approve by resolution awarding the stormwater improvements on Wright Road in the amount of \$73,387 to Iverson Construction LLC.

Centennial Park Parking Lot – Professional Services Agreement – MSA

After discussion Engineer Lord stated the planning stage should be done before improving the parking lot.

Wollschlager requested that previous plans and parking lot of Centennial Park be reviewed at the next COW meeting.

A Semo/Bieri motion carried unanimously to recommend to refer to the next Committee of the Whole meeting to review the previous bid for the parking lot and Centennial Park plan.

Centennial Park – Planning – Professional Services Agreement – MSA

No discussion as referred to the Village Board above.

Bell Park – Planning – Professional Services Agreement - MSA

After discussion it was determined to bring back the previous park plan rather than start creating a new plan.

A Semo/Wollschlager motion carried unanimously to recommend to refer to the next Committee of the Whole meeting to review the previous Bell Park plans.

Purchases – Internal Control Policy

Attorney Hammes explained the changes in the internal control policy in regards to purchases using a sealed bid process as well as the addition of public works contracts with purpose and procedure. These changes are to coincide with state statutes for public works contracts.

Johnsrud suggested adding a provision, according to statutes, for emergency repairs.

Attorney Hammes and Administrator Johnsrud are to revise Internal Control Policy and provide revisions to the August Committee of the Whole meeting.

Memorandum – James Hammes - Room Tax

Johnsrud explained that the approved state budget requires a provision of having to create a tourism commission with the village board only controlling 30% of room tax revenues. Currently there is approximately \$82,000 of which should be used to pay off the Community Center debt service. COW took no action.

Operator License Application

Johnsrud reviewed revisions to the application as well as the addition of guidelines for approval/denial due to the confusion of the last recommended denial by the police chief.

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Attorney Hammes requested to change the denial wording stating that the police chief will recommend denial to the Village Board and staff will notify the applicant in writing prior to the meeting and present to the Village Board for approval.

Liquor Licenses – Outdoor Patios

Hammes stated this is common in other municipalities and statutes do require entities to particularly describe the premise and currently there is nothing in the ordinances that requires the premise to be enclosed. COW took no action.

Cabaret License – Chamber of Commerce – Firemans Picnic

Discussion took place regarding the definition of the licensed premises. Sergeant Gosh stated not to require fencing but restrict sale and consumption to the park area to exclude sidewalk and the parking lot.

A Semo/Theeder motion carried unanimously to recommend to the Village Board to approve by resolution the Cabaret License for the Chamber of Commerce for the Firemans Picnic for the hours of noon-10:30 pm and alcohol sale and consumption is limited to the park area excluding sidewalk and the parking lot.

Request of Johnson Creek School District – 5K Run for the Fields – Resort Drive

A Smith/Semo motion carried unanimously to recommend to the Village Board to approve by resolution the 5K Run for the Field along Resort Drive with the ability to adapt the course based on development occurring.

Additional Operators Licenses

A Wollschlager/Semo motion carried unanimously to recommend to the Village Board to approve by resolution additional operator licenses for 2015-2016.

Write-Off Outstanding Checks

A Semo/Albertz motion carried unanimously to recommend to the Village Board to approve by resolution to writing off an outstanding check in the amount of \$35.60.

Revision of Interfund Loan Rates to 3%

Johnsrud stated it was recommended by the auditors to change interest rate on resolution 107-12 from .15% to 3%.

A Semo/Bieri motion carried unanimously to recommend to the Village Board to approve by resolution the change of interfund loan interest rate in Resolution 107-12 from .15% to 3%.

Award Bid – Sump Discharge – Police Department

Johnsrud noted this bid is only for the placement of the sump discharge with another quote to repair pavement.

A Smith/Theeder motion carried unanimously to recommend to the Village Board to approve by resolution to award the sump discharge bid to Gallitz Grading Inc. in the amount of \$2,455.

Employee Reviews

Swisher requested the Village Board meet with staff approximately half way through the year to see where goals are at, that they match the Village Boards goals, and if additional resources are needed. This meeting would not be a performance review.

After discussion the Village Board decided to set a separate day and time for a special meeting of the Village Board.

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Employee/Department Schedules

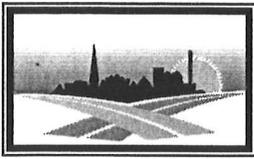
After discussion it was requested Administrator Johnsrud have staff create a "snap shot" duties for the next six months for a special meeting of the Village Board.

Adjourn

A Wollschlager/Theeder motion carried to adjourn at 9:01 p.m.

Lisa Trebatoski
Deputy Clerk - Treasurer

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



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

In attendance: President John Swisher, Trustees: Fred Albert, Randy Bieri, Tim Semo, Donald Smith, Dale Theder and Kelly Wollschlager. Also in attendance: Administrator Mark Johnsrud, Library Director Luci Bledsoe, Fire Chief Jim Wolf, Police Chief Gary Bleecker, Wastewater/Water Superintendent Aric Mindemann, Attorney James Hammes and Clerk-Treasurer Joan Dykstra.

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

Approve Finance Report

A Semo/Bieri motion carried on a 7-0 roll call vote to approve claims totaling \$934,100.44.

Ambulance/Fire-EMS, Building Inspector, Police - *information only*

Department Reports

Police Chief Bleecker said they are training two new officers, there were only three fireworks complaints and a total of 346 stops were made in June consisting of speeding, seat belt violations and citations issued. These stops are all part of the grant we will be receiving.

Fire/EMS Chief Wolf stated we are up thirty six calls at this time from 2014. A community service event was held at Crossroads and on July 11th the Fire and Iron motorcycle club held their fundraiser for the AFS Burn Camp at the 100 block of S. Watertown Street.

Wastewater/Water Superintendent Mindemann said they have been locating, exercising and repairing curb stops and doing minor repairs at Well #2.

Library Director Bledsoe said the 5th child safety fair event will be held August 13th and is a community wide event which is free. The fire department, police department along with med flight will all be in attendance and available will be a \$2.00 hot dog meal.

Approve Village Board Meeting Minutes of June 22nd and Special Village Board Public Hearing Meeting minutes of June 29, 2015

A Semo/Theder motion carried to approve June 22nd village board meeting minutes and June 29th village board public hearing meeting minutes.

Public Comment – *none*

Notices and Discussion

Enclosed within the packet was a letter from the Jefferson County Administrator serving notice that the Jefferson County Library Board has taken final action to withdraw from the Mid-Wisconsin Federated Library System effective January 1, 2016 and create a two-county Federated Library System consisting of Waukesha and Jefferson Counties.

A dividend check was received through our insurance company the League of Wisconsin Municipalities Mutual Insurance in the amount of \$7,664.

A thank you note was received from Diana Thomas, coordinator with Run Walk Worship, stating it was a pleasure working with Zona at the Community Center for their event.

Trustee Wollschlager stated the Run Walk Worship had painted permanent markings on the village streets during the event. We need to inform all users of Village streets that this is not permitted.

Trustee Semo stated he will be stepping out of the meeting for a short time at 6:30 p.m.

Administrator Report of July 20, 2015

Johnsrud reported that:

- 1) As of June 30, 2015 the General Fund Budget, water utility, sewer utility, TID #2 and #3, Library and Fire budgets are in compliance with Resolution 115-14 as adopted
- 2) A grocery store market analysis prepared by Pekins in 2011 was reviewed to prepare letters of interest to Wisconsin grocers identifying Johnson Creek as a possible location for a grocery store.
- 3) Met with Paul Jadin, the President of the Madison Region Economic Partnership (MREP) of which Jefferson County is a member. MREP resources were discussed to encourage business development including possible investment, grant and incentive opportunities.
- 4) He was elected as Vice Chairperson of the Jefferson County Economic Development Consortium.
- 5) He was appointed to the Madison Area Technical College East Region Advisory Board by Madison Area Technical College President and Dean Jack E. Daniels III.

Committee/Commission Reports

The packet included minutes from July 13th Committee of the Whole and July 13th Plan Commission.

Rock River Coalition – Pat Giese

Pat Giese – 204 Serenity Ct. said she has been a member with the Rock River coalition since 2004. The Johnson Creek Watershed Alliance is in need of members and invites persons to participate in a Johnson Creek clean-up on Saturday, September 12th. She asked if the Village could provide a dumpster for this clean up and would consider becoming a municipal member of the Rock River Coalition. These requests will be brought to the next Committee of the Whole meeting on August 10th. Johnsrud pointed out that September 12th is the season opener for hunting archery deer and small game and encourages all who will be participating in the clean-up to wear blaze orange as only a portion of Johnson Creek is in the Village with the balance being in the Town of Aztalan to the Rock River. Albertz encouraged her to notify all private property owners along Johnson Creek of the clean up to obtain necessary permission.

Ordinance 08-15 Repeal and Recreate Section 221-3(B)(4) Parking Regulations

President Swisher stated the Village contracted with MSA for a \$7,000 traffic study on N. Watertown Street which recommended prohibiting parking due to unsafe conditions. Swisher also reiterated that both Police Chief Bleecker and Fire Chief Wolf expressed concerns of public safety vehicles using N. Watertown St. In addition, Swisher said, there have been numerous Village Board discussions as well as a public hearing on parking on N. Watertown St. Attorney Hammes stated this is now a danger per the MSA report and if we elect not to do anything we could be sued as this is now a known safety issue. Trustee Semo stated if we remove the parking the residents on N. Watertown St. will never get it back. Trustee Wollschlager said we need a short and long term plan and need to find alternative parking for those residents. The MSA report spoke about a connector street and this should also be discussed at the next Committee of the Whole meeting. Trustee Bieri asked when the no parking would take effect as to give the homeowners time to prepare. Hammes stated the ordinance can be revised to reflect a date in which it is effective. Recommendation was to make it effective September 1st, before school begins. Johnsrud stated the board can look at adjusting the zoning ordinances for that street to allow parking pads, adjust the front yard setback or green space at the Committee of the Whole meeting.

A Wollschlager/Swisher motion carried on a 5-2 roll call vote with Semo and Smith dissenting to waive the first reading of Ordinance 08-15 repeal and recreate Section 221-3(B)(4) parking regulations eliminating parking on the west side of N. Watertown St.

A Wollschlager/Albertz motion carried on a 4-3 roll call vote with Semo, Smith and Theder dissenting to adopt Ordinance 08-15 repeal and recreate Section 221-3(B)(4) parking regulations eliminating parking on the west side of N. Watertown St. effective September 1st.

July 20, 2015

Plan Commission

Resolution 65-15 Conditional Use Permit -350 N. Watertown Street – Gobbler Theater – Manesis & Associates, LLC

A Theder/Smith motion carried to approve the Plan Commission report to approve Resolution 65-15 Conditional Use Permit – 350 N. Watertown Street – Gobbler Theater – Manesis & Associates, LLC to permit an on premise monument sign of eight foot in height within Planned Business (PB) zoning per section 250-23(D) for the Gobbler Theater, 350 N. Watertown St.

Presentation of TIF and Future Debt by David Anderson – PFM (Public Financial Management)

David Anderson reviewed our general obligation debt and also gave a summary of the tax increment districts. The Villages general obligation debt as of Decenter 31, 2014 was \$9,345,000 with \$2,935,000 being supported by the tax levy. The other debt is fully supported by tax incremental district (TID) revenues. Proposed project funding for 2015 includes \$867,170 for general fund which is \$777,170 for the fire building, \$55,000 fire truck and \$35,000 for the end loader. TID #2 expenditures total \$1,480,000 for refinancing the \$1,320,000 existing debt, stormwater improvements of \$90,000 and cash grants of \$70,000. TID #3 expenditure projects for the borrowing include \$130,000 stormwater improvements, \$360,000 cash grants and \$923,492 for land purchase.

Anderson provided examples of structuring for the 2015 borrowing which are structuring the borrowing around the existing levy supported debt service or structure the borrowing around the existing Fire/Ems fund supported debt service. Anderson provided an example of future general fund borrowing to issue \$750,000 every three years for capital projects, or \$250,000 each year. Capital projects must be identified within the borrowing.

Anderson stated that debt service will drop in 2016 unless the board decides to maintain the same level of debt service. If the board wants to keep the levy the same and complete some needed capital projects a borrowing must be completed this year. *Semo left at this time.*

Johnsrud reiterated that this would be the time to get some needed capital projects completed without impacting the tax levy.

Anderson reviewed TID #2 existing debt and stated the 2008 notes of \$1,320,000 can be refinanced at this time. With the refinancing we could add the expenditures such as the fire station and could borrow through the Community Development Authority (CDA) so as not to affect the Village general obligation debt capacity. Anderson also recommended that the debt payable from TID #3 to TID #2 be forgiven at this time in the amount of \$461,000. TID #3 owes general fund approximately one million one hundred dollars. Anderson recommended having TID #3 make an annual payment to the General Fund to cover administrative expenses after the TID expenditure periods end to maintain the General Fund budgets without increased revenues or decreased expenditures. *Semo returned at this time.*

Anderson stated the Village Board needs to approve a Resolution to forgive TID #3 debt owed to TID #2 and refinancing of TID bonding. Johnsrud stated the general obligation debt and capital projects will be discussed as part of the budget process.

Resolution 66-15 Sale of Approximately \$1,750,000 Community Development Lease Revenue Bonds, Series 2015 (Tax Incremental District No. 2)

A Wollschlager/Semo motion carried on a 7-0 roll call vote to approve Resolution 66-15 Sale of Approximately \$1,750,000 Community Development Lease Revenue Bonds, Series 2015 (Tax Incremental District No. 2).

Resolution 67-15 Authorizing Writing-Off Interfund Loan Debt of TID #3 from TID #2

An Albertz/Bieri motion carried on a 7-0 roll call vote to approve Resolution 67-15 Authorizing Writing-Off Interfund Loan Debt of TID #3 from TID #2 in the amount of \$461,425 reflecting \$434,937 principal and \$26,488 interest.

Resolution 68-15 Revision of Interfund Loan Rate to 3%

A Semo/Wollschlager motion carried on a 7-0 roll call vote to approve Resolution 68-15 Revision of Interfund Loan Rate to 3% which will affect interfund loans with Resolution 107-12.

Resolution 69-15 Accept and File Audited Financial Statements for Year Ended December 31, 2014 – Johnson Block & Company, LLC

A Smith/Semo motion carried on a 7-0 roll call vote to approve Resolution 69-15 to accept and file audited financial statements for Year Ended December 31, 2014 – Johnson Block & Company, LLC.

Resolution 70-15 Waste Water Treatment Plant – 2014 Compliance Maintenance Annual Report (CMAR)

A Theder/Albertz motion carried to approve Resolution 70-15 the Waste Water Treatment Plant, 2014 Compliance Maintenance Annual Report (CMAR).

Resolution 71-15 5K Run for the Fields – Johnson Creek School District

An Albertz/Semo motion carried to approve Resolution 71-15 5K Run for the Fields – Johnson Creek School District for the use of Village right of way and those parcels owned by the Village within the River Creek Centre subdivision for the use of a 5K Run for the Fields event scheduled for October 17, 2015.

Resolution 72-15 Award Bid – Grading Plan – Johnson Creek Wright Road Plat

A Smith/Wollschlager motion carried on a 7-0 roll call vote to approve Resolution 72-15 Award Bid Grading Plan Johnson Creek Wright Road Plat to Iverson Construction, LLC in the amount of \$73,387.

Resolution 73-15 Cabaret License – Firemen's Picnic – Firemans Park

A Bieri/Theder motion carried to approve Resolution 73-15 a cabaret license for the Firemen's Picnic at Firemans Park on August 1, 2015 from noon to 10:30 p.m.

Resolution 74-15 Operators Licenses – 2015/2016

A Smith/Albertz motion carried to approve Resolution 74-15 Operators Licenses for 2015/2016 for Chantiel M. Hoepfner and Tiffany M. Willing.

Resolution 75-15 Write-Off Outstanding Check

A Semo/Wollschlager motion carried on a 7-0 roll call vote to approve Resolution 75-15 to write-off outstanding check #33985 in the amount of \$35.60 from April 23, 2014.

Resolution 76-15 Award Bid – Sump Discharge – Police Department

A Smith/Theder motion carried on a 7-0 roll call vote to approve Resolution 76-15 Award Bid – Sump Discharge Police Department in the amount of \$2,455 to Gallitz Grading to place the sump discharge with a 4" PVC piping and all plumbing and excavation necessary to complete placement of the sump discharge from the building to the catch basin within the parking lot.

Resolution 77-15 Operators License Application

A Smith/Semo motion carried to approve Resolution 77-15 Operators License Application amending the operator's license application to include the policy for approval/denial.

Resolution 78-15 New Business RE/MAX Preferred

A Smith/Theder motion carried to approve Resolution 78-15 New Business RE/MAX Preferred at 545 Village Walk Lane #B.

VILLAGE BOARD MEETING
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Resolution 79-15 Cabaret License – Rob’s Performance Motorsports - 601 Hwy Y

An Albertz/Semo motion carried to approve Resolution 79-15 Cabaret License – Rob’s Performance Motorsports 601 Hwy Y on August 14th and 15th.

Resolution 80-15 Authorizing Tanner Ridge Subdivision Homeowner’s Association to Mow and Otherwise Maintain Those Portions of the Dedicated and Unimproved Lands Located within the Tanner Ridge Subdivision

A Smith/Semo motion carried to approve Resolution 80-15 Authorizing Tanner Ridge Subdivision Homeowner’s Association to Mow and Otherwise Maintain Those Portions of the Dedicated and Unimproved Lands Located within the Tanner Ridge Subdivision.

Discussion and Recommendation – 236/238 Union Street

Albertz and Hammes met with family of Dan Biwer and they have signed the written authorization to be able to enter the property in order for the Village to get a quote for the cost of tearing down/removal/fill in/seeding etc. of the 236/238 Union Street property. A raze notice has been posted. It was recommended that Village Administrator solicit bids for the demolition of 236-238 Union Street and report back to the August Committee of the Whole. Smith requested that bids for demolition of 234 Union Street also be obtained.

Convene into Closed Session

A Wollschlager/Semo motion carried on a 7-0 roll call vote to convene into closed session at 7:25 p.m. Pursuant to Wisconsin Statutes §§19.85(1)(e) *deliberating or negotiating the investing of public funds whenever competitive or bargaining requires a closed session* – Option to Purchase - BBC Land Ventures, LLC – Lot 2, Lot 5 and Lot 6 River Creek Centre Subdivision and §§19.85(1)(g) *conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved* – Agreement of Settlement for Use of Village E-Mail Services – Peter Hartz).

Reconvene into Open Session

A Bieri/Theder motion carried on a 7-0 roll call vote to reconvene into open session at 7:52 p.m.

Action from Closed Session

A Semo/Bieri motion carried 6-1 with Wollschlager dissenting to approve an Agreement of Settlement for Use of Village E-mail Services by Peter Hartz after employment with the Village.

A Swisher/Bieri motion carried to approve extending the option to purchase to BBC Land Ventures, LLC until December 31st, 2015.

Upcoming meetings:

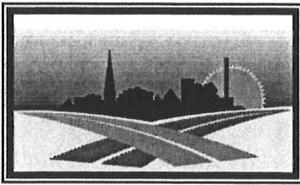
- a. Plan Commission Meeting: August 10th at 5:00 p.m.
- b. Committee of the Whole Meeting: August 10th at 5:30 or immediately following Plan Commission
- c. Village Board: August 24th at 5:30 p.m.

Adjourn

A Semo/Smith motion carried to adjourn at 7:57 p.m.

Joan Dykstra
Village Clerk - Treasurer

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



Village of Johnson Creek Memorandum

DATE: July 31, 2015

RE: 2014 Audit – Johnson Block and Co.

To: Village Board

Kevin Krysinski of Johnson Block and Co. presented a summary of the 2014 Audit on July 13, 2015. A draft of the 2014 Audit was placed in the Committee of the Whole packet. Krysinski explained that “minor adjustments would be made to the draft audit for presentation to the Village Board on July 20th. The COW recommended to the Village Board to accept and file the final draft audit as adjusted and prepared by Kevin Krysinski for July 20th.”

Two adjusting Journal Entries changes were recommended by Johnson Block and Co for the audit presented on July 20th.

First JE was for a payment on the Depot Street rail crossing repairs in the amount of \$6,630.78 which had been expensed to the General Fund in a journal entry on December 31, 2014 but should have been expensed to Capital Outlay. The Second JE was to adjust expenses to the 2014 General Fund totaling \$4,000.05 which were actually expensed in 2013. The net effect of these two JE is a \$2,630.73 decrease to net expenditures.

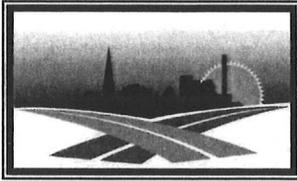
The effect of these two adjusting Journal Entries on the draft audit accepted and filed by the Village Board on July 20th is the General Fund total expenditures under budget went from \$11,168 to \$13,777 and the increase to fund balance went from \$113,612 to \$116,243.

In the past, the Village Board has restricted excess annual general fund balance to pay for future capital asset purchases which have a useful life greater than one year but less than 10 years rather than use long term borrowing for the purchase of these capital assets.

Generally Accepted Accounting Practices (GASB) no longer designate the use of the language “restricted” and now use the language “assigned” for these fund balances saved for a future use.

It is my recommendation that the Committee of the Whole recommend to the Village Board by resolution to assign \$116,243 to future capital purchases with a useful life of greater than one year but less than 10 years as has been determined by past practice by the Village. Actual expenditure of these funds will be determined by the Village Board through the budget process and formal resolution.

Mark Johnsrud
Village Administrator



Village of Johnson Creek Memorandum

DATE: July 29, 2015

RE: Demolition Bidding – 234-236/238 Union Street – Dan’s Washboard

To: Village Board

The Village Board directed the Village Administrator to secure bids for the demolition of 236/238 Union Street and alternative bid to demolish 234 Union Street at the Village Board meeting of July 20, 2015.

Kevin Lord provided four companies who may be interested in bidding on any demolition services.

Attorney Jim Hammes was contacted via e-mail on whether this project would fall under the requirements of 66.0901 as a public works project requiring a class one notice and publication within the newspaper. Hammes responded that this project did not meet the definition of public works under 66.0901.

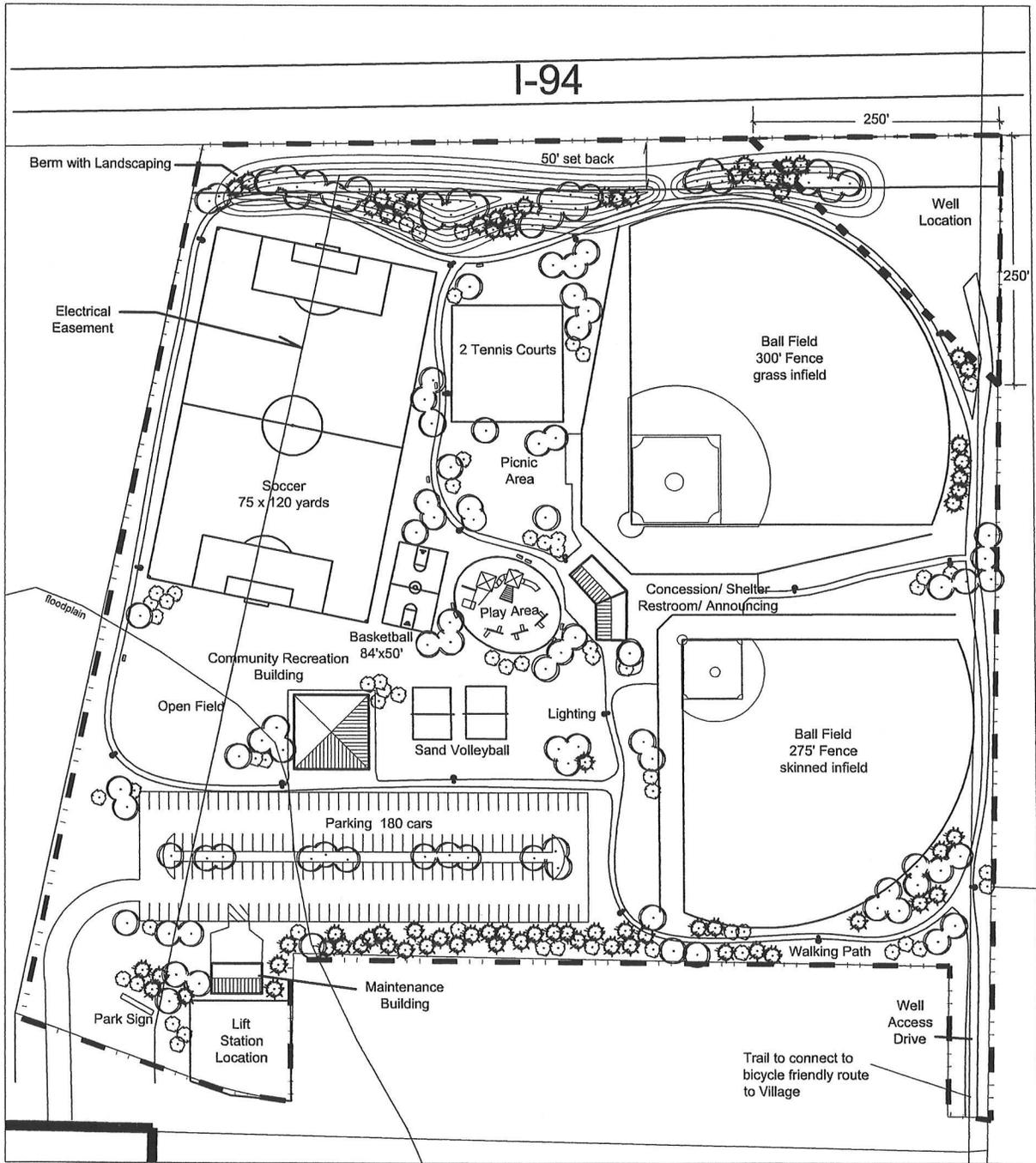
Building Inspector, Archie Stigney, was asked via phone how the utilities including sewer, water and natural gas should be treated for inspection under a demolition bid. Stigney indicated that all utilities must be capped at the property line and the foundation could be left in place but must be removed to within twelve inches of final grade.

Jeff Ackermann of the WDNR was contacted to determine DNR requirements of demolition. Ackermann provided a nine page guideline on hazardous environmental materials which must be removed from any building prior to demolition. Ackermann referred me to Mark Davis of the WDNR who responded via e-mail that an Asbestos Inspection Report 4500-113 must be filed with the DNR for both structures prior to demolition. In addition, Ackermann indicated via e-mail that any contractor performing demolition on either structure who disturbed soil on the site would need to treat the soil as contaminated and recommended an environmental evaluation of both sites prior to bidding for demolition.

Kevin Lord was contacted to determine if MSA could complete the Asbestos Inspection Report 4500-113. Kevin indicated that their environmental team could provide a hazardous environmental conditions report as requested by the WDNR and would provide a scope of service estimate. In addition, Kevin reported via e-mail, that MSA environmental staff recommended testing the site for contaminants prior to bidding for demolition to notify bidders so as to prevent further soil or water contamination that the Village may be responsible for at a later time by the WDNR if demolition should occur. A further scope of service for a phase II environmental of the site was requested from MSA.

An Advertisement for Bid for the demolition of 234 – 236/238 Union Street was completed however based on WDNR hazardous environmental conditions reporting requirements and Village liability if contamination is spread, my recommendation is for the Committee of the Whole to recommend to the Village Board an appropriation of funding for the costs of completing a hazardous environmental conditions report of the premises and a phase II environmental report for all soil that may be disturbed during the demolition process prior to advertising and requesting bids for demolition of either 234 or 236/238 Union Street. Both of these reports would then be provided in the bid documents for prospective bidders.

Mark Johnsrud
Village Administrator



Johnson Creek, WI

0 25 50 100

October 11, 2004
Project #1968



Schreiber / Anderson
Associates, Inc.
717 John Nolan Drive
Madison, WI 53713
608.255.0800

COST ESTIMATE



Project: Johnson Creek Centennial Park
 Project Number: 1968
 Cost Estimate Status: Preliminary Master Plan

Date: 30-Nov-04
 Estimated by: RHJ
 Approved by: AF

Item	Description	Qty.	Unit	Unit cost	Item total	Remarks
1	Ball Field Lights	2	ea	\$66,000.00	\$132,000.00	
2	Ball Field Fence	2	ea	\$20,000.00	\$40,000.00	Includes backstop, side and outfield fence
3	Ball Field Player's Bench	4	ea	\$300.00	\$1,200.00	6' aluminum without back
4	Ball Field Bleacher	4	ea	\$5,500.00	\$22,000.00	52 seat bleacher, 2 per field
5	Ball Field In-Field mix	905	cy	\$16.00	\$14,480.00	1' Depth
6	Soccer Goals	1	pr	\$2,200.00	\$2,200.00	Includes net, 1 pair per field
7	Basketball Court	1	ea	\$9,500.00	\$9,500.00	
8	Tennis Courts	2	ea	\$23,000.00	\$46,000.00	Includes pavement, net, fence
9	Tennis Courts Lights	1	ls	\$25,000.00	\$25,000.00	4 poles, 8 lights
10	Play Lot	1	ea	\$50,000.00	\$50,000.00	Play Structure and surface
11	Sand Volleyball Court	2	es	\$3,500.00	\$7,000.00	sand, poles, net
12	Concession/Restroom Building	1	ls	\$300,000.00	\$300,000.00	2400 SF (\$100/sf)
13	Maintenance Building <i>only 15,000</i>	1	ls	\$120,000.00	\$120,000.00	30' x 40' (\$100/sf)
14	Community Recreation Building	1	ls	\$500,000.00	\$500,000.00	70' x70' (\$100/sf)
15	Paved trail	3800	lf	\$14.00	\$53,200.00	8' wide asphalt path
16	Pedestrian Trail Lights	20	ea	\$750.00	\$15,000.00	installation only - poles provided by Village
17	Trash Receptacles	12	ea	\$200.00	\$2,400.00	
18	Benches	10	ea	\$600.00	\$6,000.00	
19	Picnic Tables	10	ea	\$700.00	\$7,000.00	
20	Grills	2	ea	\$200.00	\$400.00	
21	Landscaping	1	ls	\$67,000.00	\$67,000.00	
22	Seeding Turf Grass	66020	sy	\$1.50	\$99,030.00	topsoil, seed, fertilize, mulch - entire site
23	Topsoil	5500	cy	\$10.00	\$55,000.00	3" depth, strip and re-spread
24	Fill for Berm	4213	cy	\$10.00	\$42,130.00	
25	Park Entrance Sign	1	ea	\$1,500.00	\$1,500.00	
26	Utilities <i>only 30,000</i>	1	ls	\$50,000.00	\$50,000.00	allowance, utility needs and details unknown
27	Parking Lot	6670	sy	\$8.00	\$53,360.00	Asphalt with gravel shoulders

Item	Description	Qty.	Unit	Unit cost	Item total	Remarks
28	Parking Lot Lights	4	ea	\$2,500.00	\$10,000.00	
29	Road	750	sy	\$8.00	\$6,000.00	24' wide, asphalt with gravel shoulders
	Subtotal				\$1,737,400.00	
	Contingency			20%	\$347,480.00	
	Grand Total				\$2,084,880.00	
Note: Grading, drain tile, and Architectural & Engineering fees are not included.						

RESOLUTION 106-10

BUDGET AMENDMENT TO AWARD BID TO PABLOCKI PAVING CORPORATION FOR CENTENNIAL PARK IMPROVEMENTS

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

WHEREAS, the Village Board approved Resolution 85-10 for a Request for Proposal (RFP) for the construction of a parking lot and Resolution 87-10 for a Request for Proposal (RFP) for the construction of Tennis Courts within Centennial Park,

WHEREAS, five bids were submitted:

	Parking Lot	Tennis Courts	Monument Sign
Pablocki Paving	\$107,514.90	\$ 66,180	\$ 5,000
Wolf Paving & Excavating	100,335	92,385	9,200
Tri County Paving, Inc	96,437	102,618	No Bid
Payne and Dolan	114,710	102,625	11,995
Parking Lot Maintenance	118,860.50	108,000	7,000

WHEREAS, a monument entrance sign was also bid as an alternate with Pablocki Paving Corporation the low bidder at \$5,000

WHEREAS, Kunkel Engineering has presented a not to exceed scope of work to complete project at \$9,530,

WHEREAS, the Park and Recreation Committee approved awarding the bid to Pablocki Paving Corporation for the construction of the Parking Lot, Tennis Courts and Monument Sign in the amount of \$ 178,694.90

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees of Johnson Creek awards the bid of \$178,694.90 to construct the parking lot, tennis court and monument sign within Centennial Park the amount of \$178,694.90 and to approve a not to exceed scope of work with Kunkel Engineering in the amount of \$9,530,

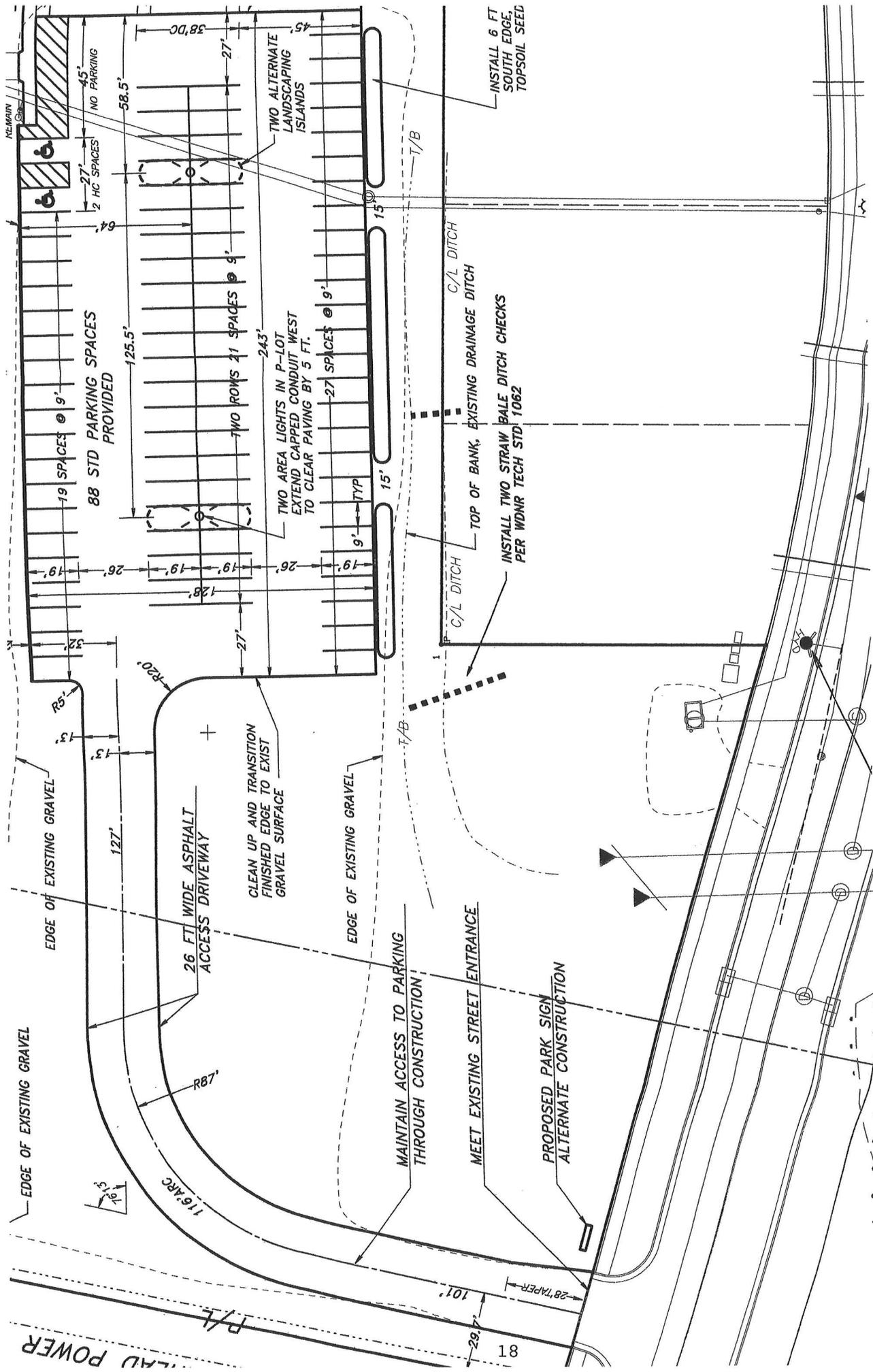
BE IT FURTHER RESOLVED, that the Village Administrator and the Village Clerk/Treasurer have the ability to effectuate such transaction by transferring \$188,224 from 2006 General Obligation Borrowing 1-100.118 to Village Checking 1-100.001 and expensing to 2010 Budget 1- 554.100-540.130 Parks – Centennial Park Capital Outlay.

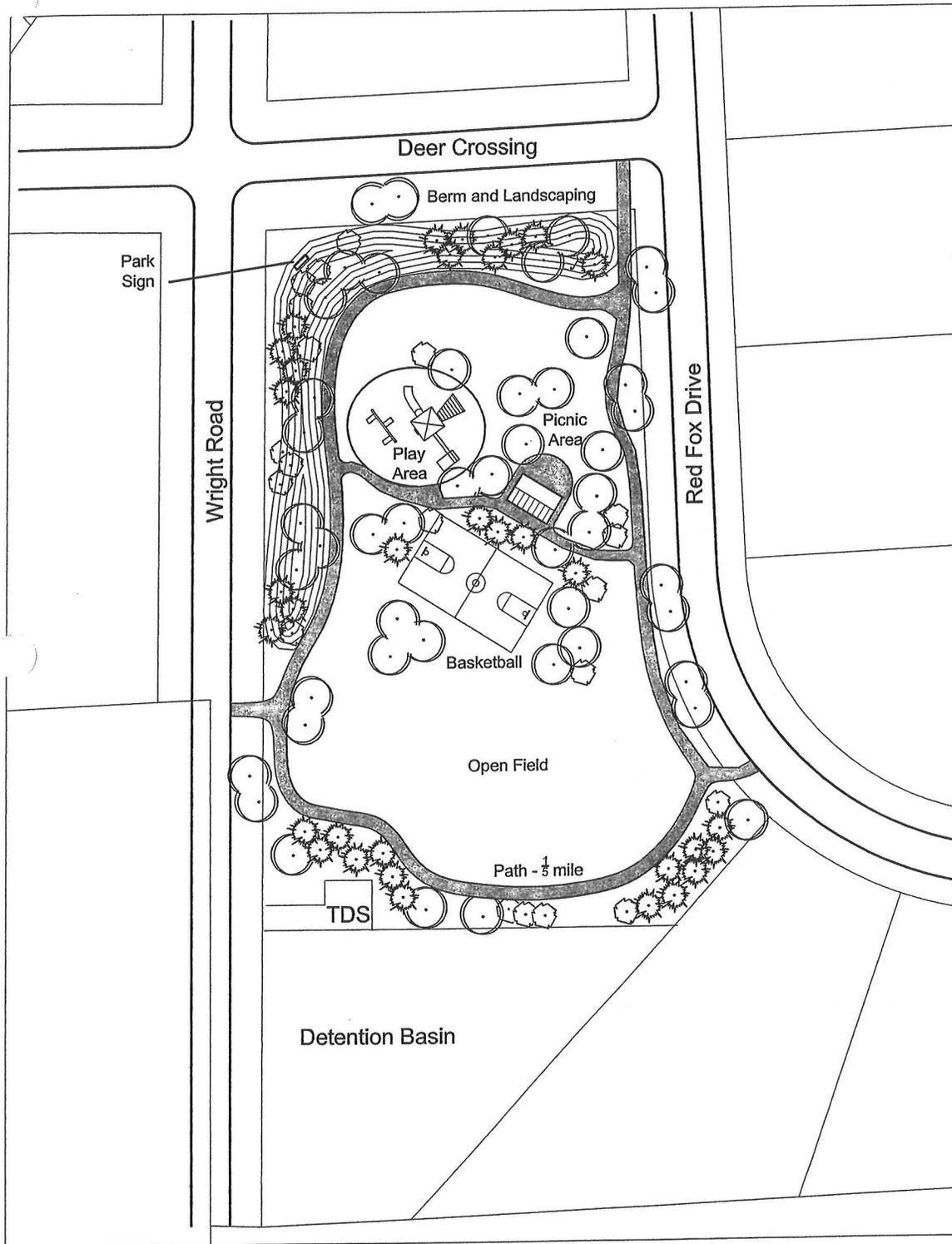
PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this 9th, August 2010.

Vicki Zick, Village President

ATTEST: Joan Dykstra – Clerk Treasurer

Bid Tabulation:		Kunkel Engineering Group Beaver Dam, Wisconsin P#: 920-356-9447 Fax: 920-356-9454				7/23/2010 @ 10:00:00 AM			
2010 Centennial Park Improvements Village of Johnson Creek, Wisconsin		Wolf Paving & Excavating of Madison Sun Prairie, WI		Payne & Dolan, Inc Fitchburg, WI		Parking Lot Maintenance, Inc Pewaukee, WI			
No.	Bid Items	Unit	Unit Price	Bid	Unit Price	Bid	Unit Price	Bid	Unit Price
Section One - Parking Improvements									
1)	Excavation & Disposal	1 LS	\$3,240.00	\$3,240.00	\$8,800.00	\$5,000.00	\$5,000.00	\$11,655.00	\$675.00
2)	Excavation Below Subgrade	150 CY	\$15.00	\$2,250.00	\$3,600.00	\$36.00	\$5,400.00	\$5,505.00	\$3,745.50
3)	Base Aggregate Dross, 3/4"	1,500 TN	\$93.30	\$139,950.00	\$16,050.00	\$10.70	\$16,050.00	\$23,625.00	\$19,605.00
4)	Hot Mix Asphalt Pavement	700 TN	\$75.75	\$53,025.00	\$42,700.00	\$69.30	\$48,510.00	\$46,580.00	\$62,310.00
5)	Concrete Barrier Curb	344 LF	\$72.55	\$8,022.40	\$6,880.00	\$16.91	\$5,817.04	\$4,988.00	\$12,040.00
6)	Concrete Sidewalk	850 SF	\$5.55	\$4,717.50	\$4,080.00	\$4.10	\$3,485.00	\$3,995.00	\$5,100.00
7)	Stripe Parking	1 LS	\$450.00	\$450.00	\$425.00	\$1,050.00	\$1,050.00	\$800.00	\$375.00
8)	Area Lighting	1 LS	\$3,600.00	\$3,600.00	\$4,500.00	\$3,075.00	\$3,075.00	\$3,150.00	\$3,500.00
9)	Seeding & Erosion Mat	400 SY	\$3.50	\$1,400.00	\$6.00	\$3.50	\$1,400.00	\$840.00	\$3,380.00
10)	Topsoil & Seeding	1,000 SY	\$15.60	\$15,600.00	\$8.00	\$5.70	\$5,700.00	\$8,000.00	\$6,750.00
11)	Erosion Control	1 LS	\$750.00	\$750.00	\$1,400.00	\$1,500.00	\$1,500.00	\$2,625.00	\$800.00
12)	Traffic Control & Access	1 LS	\$500.00	\$500.00	\$1,500.00	\$500.00	\$500.00	\$2,977.00	\$400.00
Total Base Bid Section One			\$107,514.90	\$100,335.00	\$100,335.00	\$96,437.04	\$96,437.04	\$114,710.00	\$118,860.50
Alternates									
A)	Peak Sign		\$5,000.00	\$5,000.00	\$9,200.00	No Bid	No Bid	\$11,995.00	\$7,000.00
B)	Parking Lot Islands		-\$500.00	-\$500.00	\$500.00	-\$150.00	-\$150.00	\$500.00	\$7,000.00
Section Two - Tennis Courts									
Total Base Bid Section Two			\$66,180.00	\$66,180.00	\$92,385.00	\$102,618.00	\$102,618.00	\$102,625.00	\$108,000.00
Alternates									
Furnish & Install Snap Court			\$27,427.00	\$27,427.00	\$7,918.00	\$9,856.00	\$9,856.00	\$5,918.00	\$37,994.00
Total Base Bid - (does not include alternates)			\$173,694.90	\$152,720.00	\$152,720.00	\$199,055.04	\$199,055.04	\$217,335.00	\$226,860.50





Johnson Creek, WI

0 15 30 60
November 3, 2004
Project #1968



SAA Schreiber / Anderson Associates, Inc.
717 John Nolan Drive
Madison, WI 53713
608-255-0600

COST ESTIMATE



Project: Johnson Creek Hunter's Glen Park
 Project Number: 1968
 Cost Estimate Status: Budget Estimate

Date: 3-Nov-04
 Estimated by: RHJ
 Approved by: AF

Item	Description	Qty.	Unit	Unit cost	Item total	Remarks	
✓ 1	Paved trail ✓	1150	lf	\$14.00	\$16,100.00	8' wide asphalt path	
✓ 2	Basketball Court ✓	1	ea	\$9,500.00	\$9,500.00		
✓ 3	Play Lot ✓	1	ea	\$50,000.00	\$50,000.00	Play Structure and surface	
✓ 4	Open Shelter ✓	1	ls	\$40,000.00	\$40,000.00	20'x30' open shelter	
✓ 5	Trash Receptacles ✓	6	ea	\$300.00	\$1,800.00		
✓ 6	Benches ✓	8	ea	\$600.00	\$4,800.00		
✓ 7	Picnic Tables ✓	6	ea	\$700.00	\$4,200.00		
✓ 8	Landscaping ✓	1	ls	\$30,000.00	\$30,000.00		
✓ 9	Grass seed, mulch, fertilize ✓	12025	sy	\$1.50	\$18,037.50		
✓ 10	Topsoil ✓	1000	cy	\$10.00	\$10,000.00	3" depth	
✓ 11	Grading ✓	1000	cy	\$3.00	\$3,000.00	minimal shaping across site	
✓ 12	Fill for berm area ✓	733	cy	\$10.00	\$7,330.00		
✓ 13	Park Sign ✓	1	ea	\$1,500.00	\$1,500.00		
	Subtotal				\$196,267.50		
	Contingency			20%	\$39,253.50		
	Grand Total				\$235,521.00		
	Note: Architectural and Engineering fees are not included.						

Administration Policy
Internal Controls – 2015/2016

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 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 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 all recommendations of policy which affect public safety, including police and fire, excepting the authority provided to the Police and Fire Commission, enforcement of the Uniform Traffic Code and authorization of public parking, compliance of emergency management and disaster recovery, and any other policy or other action affecting the public safety and/or general welfare of the public. Protection and Welfare Committee shall meet, as needed, or the first Tuesday of each month at 5:30 p.m.

Improvements and Services Committee The Improvement and Services Committee shall be responsible for all recommendation of policy which affects the Sewer and Water Utility, or any other utility, the construction, repair and maintenance of infrastructure, including streets, curbs and gutters, sidewalks, lighting, all paved and unpaved roads, paths and walkways, any land use policy excepting the authority provided by the Plan Commission, any authorized use of parks or park facilities, all sanitation, including waste collection, recycling and composting, and any other policy or action affecting improvements and infrastructure. Improvements and Services Committee shall meet, as needed, or the first Wednesday of each month at 5:30 p.m.

Personnel and Finance Committee The Personnel and Finance committee shall be responsible for all recommendation of policy which affect:

- (a) Personnel, including the review of the personnel policy manual, the internal control policy, the table of organization of departments, including the review of job descriptions, and any other policy or action affecting personnel; and

- (b) Finance, including the review of the annual budget, the capital budget and any amendments thereof, the purchase, sale or disposal of property, the negotiation and/or settlement of any litigation, any contractual obligations, claims, publications, license, any bonding, including issuance or repayment of bonds, and any other policy or action affecting finance. Personnel and Finance shall meet, as needed, or the first Thursday of each month at 5:30 p.m.
4. **Committee of the Whole** The Committee of the Whole (COW) shall be comprised of the Trustees and the Village President. Any committee recommendations may be forwarded to the COW for recommendation to the Village Board. The COW shall meet, as needed, on the second Monday of each month at 5:30 p.m. or immediately following the Plan Commission.
 5. **Community Innovation Committee** The Community Innovation Committee (CIC) is an advisory committee to focus on innovation and community values to promote, local business retention and expansion, community image and branding, creation of broad based community events to support tourism and recreation and support of planned business development in the creation of jobs and tax base. Comprised of seven members including the Village President, Executive Director of the Johnson Creek Chamber of Commerce, a Village Trustee, a resident of the Town of Farmington, and three residents of the Village of Johnson Creek. The Village President shall be the Chairperson and the Village Trustee shall be the Vice Chairperson.
 6. **Public Lands Committee** The Public Lands Committee (PLC) is an advisory committee to provide visionary insight into the planning and development of property and easements to promote individual outdoor recreation based on public access to uplands, woodlands, wetlands, and the public waterways of Johnson Creek and the Rock River, to include the creation of a natural park along the Rock River within the *Village owned land* within the River Creek Centre subdivision and oversight of the Johnson Creek Conservancy Park master plan. Comprised of five members including the Village President, the trustee who is the Chairperson of the Improvement and Services Committee, one person appointed by the Johnson Creek School Board and two residents of the Village of Johnson Creek. The Village President shall be the Chairperson and the Village Trustee shall be the Vice Chairperson.
 7. **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 second 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 –Fort Atkinson & Watertown
 - 3) Associate Trust (Debt) - Green Bay
 - 4) Badger Bank of Johnson Creek
 - 5) Bank of Lake Mills – Lake Mills & Watertown
 - 6) BMO Harris (Prev. M&I Bank) - Watertown
 - 7) Chase Bank – Watertown

- 8) County City Credit Union – Jefferson
 - 9) FirstMerit Bank (Prev. Citizens Bank) - Jefferson
 - 10) Fort Community Credit Union – Jefferson and Fort Atkinson
 - 11) Greenwood’s State Bank – Lake Mills
 - 12) Hometown Bank (LifeQuest) - Fond du Lac
 - 13) Ixonia State Bank – Watertown and Ixonia
 - 14) Johnson Bank – Fort Atkinson Branch
 - 15) Landmark Credit Union – Watertown
 - 16) Local Government Investment Pool
 - 17) Partnership Bank (Prev. Town and Country Bank) - Watertown
 - 18) Premier Bank - Johnson Creek
 - 19) State Bank of Reeseville – Reeseville & Watertown
 - 20) Summit Credit Union – Lake Mills
- 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 a Special Committee of the Whole on September 28th, 2015 at 5:30 p.m.
2. The Committee of the Whole shall continue to meet as necessary to provide a tentative 2016 budget to the Village Board of Trustees by October 12th, 2015.
3. The Johnson Creek Fire Department budget shall be mailed or e-mailed to the members of the Johnson Creek Fire District prior to October 1st, 2015.
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 the November Village Board meeting to be held on November 16th, 2015 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 a procedure to be followed by the Village Board or Village employees when purchasing materials, supplies, equipment or other personal property, 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 involving an estimated or actual cost in the amount of \$10,000 or more, shall require not less than three (3) written quotes which shall be submitted to the Village Board, under seal. The quotes shall be opened and disclosed to the public at a Village Board meeting, and award of any contract for the purchase of materials, supplies, equipment or other personal property described in the quote shall be approved by the Village Board.
2. All purchases \$7,500 - \$10,000 are based not less than three (3) written quotes with department head recommendation on Village Purchase Order and Village Administrator granting final approval. All purchases from a sole supplier require Village Administrator approval.
3. All purchases \$1,000 - \$7,499 require not less than two (2) written quotes with department recommendation on Village Purchase Order and Village Administrator granting final approval. All purchases from a sole supplier require Village 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. Purchases exceeding any budget item shall be approved by the Village Board of Trustees before acceptance any quote or purchase order.
6. 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.
7. Billing of contracted services are reviewed by the Clerk/Treasurer and approved by the Administrator prior to submittal to the Village Board of Trustees for approval.
8. All spoiled checks are marked voided and retained by the Clerk /Treasurer for review.
9. Bank statements are received at the Clerk/Treasurer's office and submitted to the Clerk/Treasurer unopened. The Clerk/Treasurer or Deputy Clerk/Treasurer then does the reconciliation.

PUBLIC WORKS CONTRACTS:

PURPOSE:

The purpose of this policy is to establish a procedure to be followed for the solicitation and award of a public works contract. The term "public works contract" means a contract for the construction, execution, repair, remodeling or improvement of a public work or building ~~or for the furnishing of supplies or material of any kind.~~ All public works contracts shall require approval of the Village Board.

PROCEDURE:

1. All public works contracts, the estimated cost of which exceeds \$25,000, shall be let by contract to the lowest responsible bidder in accordance with the provisions of Wis. Stat. § 66.0901.
2. All public works contracts, the estimated cost of which exceeds \$5,000 but is not greater than \$25,000, shall be awarded by the Village Board based on sealed bids. The Village Board shall approve plans and specifications, and where appropriate, any form contract to be required of a proposed bidder, and after approval of those plans and specifications, and where appropriate form contract, notice soliciting public works contract bids shall be published as a Class 1 Notice under Chapter 985, Wis. Stats.
3. Public works contracts, the estimated cost of which is \$5,000 or less, shall be awarded by the Village Board based upon sealed bids. The Village Board may, but is not required, to approve plans and specifications before soliciting sealed bids from perspective bidders.

EXCEPTION AS TO PUBLIC EMERGENCY:

The procedure for the solicitation and award of public works contracts shall not apply to the repair and reconstruction of public facilities when damaged or threatened damage creates an emergency, as determined by resolution of the Village Board. Whenever the Village Board determines by majority vote at a regular or special meeting that an emergency no longer exists, this exception shall no longer apply and the established procedure shall be followed.

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. 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 for all employees except Fire/EMS volunteers. The pay period for paid on call EMTs or paramedics may be either bi-weekly or monthly and for volunteer firefighters is quarterly.
3. Payroll is paid through direct deposit excepting special circumstances. Pay date for bi-weekly employees is the Friday following the last day of a pay period except if a holiday falls on a pay date, then the pay date shall be the day preceding the holiday. Fire/EMS volunteers will be paid the next regularly scheduled bi-weekly pay date following the end of the month for EMTs and paramedics or quarter for firefighters.
4. Police (part-time), Public Works and Utility 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. Sick leave and vacation is approved in accordance with the Personnel Policy Manual.
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 Officer shall be responsible for the recruitment, hiring and termination of all full and part-time non-exempt employees excepting police, fire and library personnel.
2. Personnel Officer shall recommend to the Village Board the appointment, promotion and, when necessary for the good of the Village, the suspension or termination of department heads.
3. Personnel Officer shall be responsible for the administrative direction and coordination of all employees of the Village according to the established organizational procedures.
4. Personnel files are maintained by the Village Clerk/Treasurer 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/her 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. Any customer payment received at the counter is presented 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 directs the deposits weekly to ensure that the same person receiving the payments and preparing the deposit is not the same person making the deposit.
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, 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. County Aids
 - c. Fees
 - d. Grants
 - e. 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
 - ii. Expenses
 - b. 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
 - h. Capital Outlay
 - i. Sources of Income
 - a. Assigned fund
 - b. Bond funds
 - ii. Expenses
 - a. As approved within annual budget
7. All cash disbursements are made by pre-numbered checks and signed by the Village President or Chair of Personnel and Finance and the Clerk-Treasurer or Deputy Clerk-Treasurer.
 8. All blank checks are stored in the vault in the Clerk/Treasurers office.
 9. The Bond for the Clerk-Treasurer and Deputy Clerk-Treasurer is—\$20,000 and Employee Dishonesty Policy is \$100,000.

CLERK/TREASURER'S FUNCTIONS:

1. The Clerk-Treasurer and/or Deputy Clerk-Treasurer deposit all checks, cash receipts and electronic fund transfers into 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 completed by either the Clerk-Treasurer and/or the 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 and/or Deputy Clerk-Treasurer prepare and present a cash balance report for all funds and banking institutions.
 - b. The Village Board approves the depositories for each fiscal year at the Annual Meeting.
 - c. The Clerk-Treasurer and/or Deputy Clerk Treasurer makes the investments. All Certificates of Deposit are kept in the Village's vault.
8. The Village Board of Trustees directs the Clerk-Treasurer and/or Deputy 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 office.
10. The Village Clerk-Treasurer and/or Deputy 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.
11. Any function of the Clerk-Treasurer and/or the Deputy Clerk-Treasurer is reviewed by Village staff other than the Clerk-Treasurer and/or the Deputy Clerk-Treasurer providing the function.

PETTY CASH:

1. The maximum amount of cash in petty cash at any time is \$100.00
2. All disbursements from petty cash are replaced with a paid receipt.
3. 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, and coded by the Clerk-Treasurer and/or Deputy Clerk-Treasurer and/or Department head. The Village Board of Trustees at the monthly meeting reviews the disbursement of petty cash, if any.

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 16th, 2015 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.

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As reviewed and revised by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin, this ____ day of _____, 2015

VILLAGE OF JOHNSON CREEK,

BY: _____
John L. Swisher, Village President

ATTEST

Joan Dykstra, Clerk-Treasurer

S:\MS Word\ Village Funds\Other Internal Controls Policies\Internal Controls - Administration Policy - 2015\2016\jwh\clients\johnson creek\1-misc\internal controls - administration policy - adopted 4-21-15 rev 7-14-15.doc

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James W. Hammes

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

July 17, 2015

VIA E-MAIL

markj@johnsoncreekwi.org

Mark Johnsrud
Village of Johnson Creek
125 Depot Street
P.O. Box 238
Johnson Creek, WI 53038-0238

Re: Room Tax Amendments

Dear Mark:

I am attaching a section of the budget bill which amends Wis. Stat. § 66.0615 relating to the collection and use of room taxes.

In my prior correspondence regarding the use of room tax funds previously collected, I advised the Village Board that, in my opinion, room tax monies which have been collected and designated for "tourism, promotion and development" could be used for "tangible municipal development, including a convention center." As it applies to the Village, it has been the practice to use these monies to pay debt related to the community center which, the Village Board has determined, constitutes a tangible municipal development which promotes tourism.

To the extent that room tax revenues have been collected, and are designated for this type of expenditure, my review of the amendment to the statute leads me to conclude that these funds could be expended prior to the end of the year for tangible municipal developments, including but not necessarily limited to the payment of debt at the community center, provided that the expenditure is for a municipal development that is significantly used by transient tourists and reasonably likely to generate paid overnight stays at the motel which is the source of the room tax revenue.

In reviewing the attached bill, you should note section 1990ef. which amends section 66.0615(1m)(d)1. Prior to the amendment, the Village was authorized to expend up to 70% of the amount of room tax collected for tourism development. That option has now been eliminated, and the amount collected and required to be used for tourism development must now be forwarded to a commission or a tourism entity.

July 17, 2015

Page 2

Also, you should that section 1990ek. which amends section 66.0615(1m)(dm). The effect of this amendment is to limit the amount of room taxes that may be maintained by the Village and used for purposes other than promotion and tourism development. I am not certain as to what impact this limitation will have on future budgets, but that is a matter that will need to be addressed.

Finally, note section 1990ec. which amends Wis. Stat. § 66.0615(1)(f). The effect of this amendment is to define the term "tourism entity" in a manner that, in my opinion, would likely prohibit the Village from using the Chamber of Commerce as the tourism entity that would receive and spend the room taxes that are required to be spent for tourism promotion and development. I would recommend that the Village contact other municipalities in Jefferson County and determine which entity or entities those municipalities contract with for the purpose of complying with this statutory requirement.

As always, if you have any questions regarding the attached or my comments, please feel free to contact me at your convenience.

Very truly yours,

s/ James W. Hammes

James W. Hammes

JWH:blr

Attachment

cc: John Swisher (via e-mail, w/att.)

1 4. This paragraph first applies to a levy that is imposed in 2015, and no political
2 subdivision may make an adjustment under this paragraph if it makes an
3 adjustment under par. (f) for the same year.

4 **SECTION 1990e.** 66.0615 (1) (a) of the statutes is amended to read:

5 66.0615 (1) (a) “Commission” means an entity created by one municipality or
6 by 2 or more municipalities in a zone, to coordinate tourism promotion and tourism
7 development for the zone.

8 **SECTION 1990ec.** 66.0615 (1) (f) of the statutes is amended to read:

9 66.0615 (1) (f) “Tourism entity” means a nonprofit organization that came into
10 existence before January 1, 1992, ~~and provides staff, development or promotional~~
11 2015, spends at least 51 percent of its revenues on tourism promotion and tourism
12 development, and provides destination marketing staff and services for the tourism
13 industry in a municipality, except that if no such organization exists in a
14 municipality on January 1, 2015, a municipality may contract with such an
15 organization if one is created in the municipality.

16 **SECTION 1990ed.** 66.0615 (1) (fm) (intro.) of the statutes is amended to read:

17 66.0615 (1) (fm) (intro.) “Tourism promotion and tourism development” means
18 any of the following that are significantly used by transient tourists and reasonably
19 likely to generate paid overnight stays at more than one establishment on which a
20 tax under sub. (1m) (a) may be imposed, that are owned by different persons and
21 located within a municipality in which a tax under this section is in effect; or, if the
22 municipality has only one such establishment, reasonably likely to generate paid
23 overnight stays in that establishment:

24 **SECTION 1990ee.** 66.0615 (1m) (a) of the statutes is amended to read:

1 66.0615 (1m) (a) The governing body of a municipality may enact an ordinance,
2 and a district, under par. (e), may adopt a resolution, imposing a tax on the privilege
3 of furnishing, at retail, except sales for resale, rooms or lodging to transients by
4 hotelkeepers, motel operators and other persons furnishing accommodations that
5 are available to the public, irrespective of whether membership is required for use
6 of the accommodations. A tax imposed under this paragraph may be collected from
7 the consumer or user, but may not be imposed on sales to the federal government and
8 persons listed under s. 77.54 (9a). A tax imposed under this paragraph by a
9 municipality shall be paid to the municipality and may, with regard to any tax
10 revenue that may not be retained by the municipality, shall be forwarded to a tourism
11 entity or a commission if one is created under par. (c), as provided in par. (d). Except
12 as provided in par. (am), a tax imposed under this paragraph by a municipality may
13 not exceed 8%. Except as provided in par. (am), if a tax greater than 8% under this
14 paragraph is in effect on May 13, 1994, the municipality imposing the tax shall
15 reduce the tax to 8%, effective on June 1, 1994.

16 **SECTION 1990ef.** 66.0615 (1m) (d) 1. of the statutes is amended to read:

17 66.0615 (1m) (d) 1. A municipality that first imposes a room tax under par. (a)
18 after May 13, 1994, shall spend at least 70% of the amount collected on tourism
19 promotion and tourism development. Any amount of room tax collected that must
20 be spent on tourism promotion and tourism development shall either be spent
21 ~~directly by the municipality on tourism promotion and development or shall be~~
22 forwarded to the commission for its municipality or zone if the municipality has
23 created a commission, or forwarded to a tourism entity.

24 **SECTION 1990eg.** 66.0615 (1m) (d) 2. of the statutes is amended to read:

1 66.0615 (1m) (d) 2. ~~If Subject to par. (dm), if~~ a municipality collects a room tax
2 on May 13, 1994, it may retain not more than the same percentage of the room tax
3 that it retains on May 13, 1994. If a municipality that collects a room tax on May 1,
4 1994, increases its room tax after May 1, 1994, the municipality may retain not more
5 than the same percentage of the room tax that it retains on May 1, 1994, except that
6 if the municipality is not exempt under par. (am) from the maximum tax that may
7 be imposed under par. (a), the municipality shall spend at least 70% of the increased
8 amount of room tax that it begins collecting after May 1, 1994, on tourism promotion
9 and development. Any amount of room tax collected that must be spent on tourism
10 promotion and tourism development shall either be ~~spent directly by the~~
11 ~~municipality on tourism promotion and development or shall be~~ forwarded to the
12 commission for its municipality or zone if the municipality has created a commission,
13 or forwarded to a tourism entity.

14 **SECTION 1990eh.** 66.0615 (1m) (d) 3. of the statutes is amended to read:

15 66.0615 (1m) (d) 3. A commission shall use the room tax revenue that it
16 receives from a municipality for tourism promotion and tourism development in the
17 zone or in the municipality.

18 **SECTION 1990ei.** 66.0615 (1m) (d) 7. of the statutes is amended to read:

19 66.0615 (1m) (d) 7. Notwithstanding the provisions of subs. 1. and 2., any
20 amount of room tax revenue that a municipality described under s. 77.994 (3) is
21 required to spend on tourism promotion and tourism development shall be forwarded
22 to, and spent by, the municipality's tourism entity, unless the municipality creates
23 a commission and forwards the revenue to the commission.

24 **SECTION 1990ej.** 66.0615 (1m) (d) 8. of the statutes is created to read:

1 66.0615 (1m) (d) 8. The governing body of a tourism entity shall include at least
2 one owner or operator of a lodging facility that collects the room tax described in this
3 section and that is located in the municipality for which the room tax is collected.
4 Subdivision 4., as it applies to a commission, applies to a tourism entity.

5 **SECTION 1990ek.** 66.0615 (1m) (dm) of the statutes is created to read:

6 66.0615 (1m) (dm) Subject to par. (dq), beginning with the room tax collected
7 on January 1, 2016, by a municipality that collected a room tax on May 13, 1994, as
8 described in par. (d) 2., and retained more than 30 percent of the room tax collected
9 for purposes other than tourism promotion and tourism development, such a
10 municipality may continue to retain, each year, the greater of either 30 percent of its
11 current year revenues or one of the following amounts:

12 1. For fiscal year 2016, the same dollar amount of the room tax retained as the
13 municipality retained in its 2013 fiscal year.

14 2. For fiscal year 2017, the same dollar amount of the room tax retained as the
15 municipality retained in its 2012 fiscal year.

16 3. For fiscal year 2018, the same dollar amount of the room tax retained as the
17 municipality retained in its 2011 fiscal year.

18 4. For fiscal year 2019, the same dollar amount of the room tax retained as the
19 municipality retained in its 2010 fiscal year.

20 5. For fiscal year 2020 and thereafter, the same dollar amount of the room tax
21 retained as the municipality retained in its 2009 fiscal year.

22 **SECTION 1990ekf.** 66.0615 (1m) (dq) of the statutes is created to read:

23 66.0615 (1m) (dq) 1. Subject to subd. 2., with regard to a municipality to which
24 par. (dm) applies, if that municipality is subject to a contract that it entered into
25 before January 1, 2015, and the contract is in effect on the effective date of this

RESOLUTION -15

AWARD BID
ASPHALT REPAIR
FIRE STATION # 1
PARKING LOT

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

WHEREAS, the Village Board approved placement of concrete gutter in front of Fire Station # 1 to permit improved turning radiuses for Fire Station # 2, and

WHEREAS, asphalt repair is necessary in and around the concrete gutter and drive not to exceed 1,100 square feet, and

WHEREAS, the Village received three bids for completion of asphalt repairs at Fire Station # 1 as determined below:

PLM Paving and Concrete, Inc.	\$5,120
H & H Asphalt Maintenance, LLC	\$5,410
Johnson and Sons Paving, LLC	\$6,897, and

WHEREAS, the Village Engineer Kevin Lord recommends 4” asphalt repair, and

NOW THEREFORE BE IT RESOLVED, that the Committee of the Whole recommends that the Village Board of Trustees of the Village of Johnson Creek approve the bid of PLM Paving and Concrete, Inc to complete asphalt repair of Fire Station # 1 parking lot in the amount of \$5,120, and

BE IT FURTHER RESOLVED that the bids have been received in accordance with the Village Internal Control Policy and the Village Clerk-Treasurer and Administrator are authorized to effectuate this resolution.

PASSED AND ADOPTED by the Village Board of Trustees this 24th day of August 2015.

ATTEST:

John L. Swisher, Village President

Joan Dykstra, Clerk – Treasurer

 <p>PARKING LOT MAINTENANCE, INC. W225 N3178 DUPLAINVILLE ROAD PEWAUKEE, WISCONSIN 53072</p>		PROPOSAL DATE: 8/6/2015
		PROPOSAL #: 68881
Phone: (262) 691-3964 Fax: (262) 691-4811 www.PLMPaving.com		
Proposal Submitted To Company <u>Village of Johnson Creek</u> Name <u>Lee Trumph</u> Street <u>210 Aztalan Street</u> City <u>Johnson Creek</u> State <u>WI</u> Zip <u>53038-</u> Telephone Number <u>(920) 699-3752</u> Fax: <u>(920) 699-3342</u> Cell Number: _____		Work To Be Performed At Company <u>Old Fire Station Lot</u> Name _____ Street _____ City _____ State _____ Zip _____ Telephone Number _____ Fax: _____

PATCH IN AREAS BY NEW CURB.

1. Saw cut perimeter of pavement to be removed.
2. Excavate deteriorated asphalt approximately 1,092 sq.ft. and remove from site.
3. Shape and grade base and compact stone base.
4. Machine lay hot mix asphalt to a compacted depth of 4".
5. NOTE: Necessary excavation of unstable existing base will be \$18.00 per ton removed and \$18.00 per ton for stone installed.

Thank you for the opportunity to quote on this project.

TERMS NET 10 DAYS

For the sum of \$5,120.00

NOTE: THIS AREA LOOKS LIKE IT MAY HAVE BAD BASE, IT MAY BE NECESSARY TO UNDERCUT AND ADD STONE.

NOTE: PRICE IS VALID FOR A PERIOD OF 20 DAYS.

Work will stop if payments are not received per this schedule: 25% at time of execution of proposal and 75% net 10 days. PLM IS NOT RESPONSIBLE FOR PAVEMENT BREAKAGE DUE TO NORMAL CONSTRUCTION TRAFFIC. PLM IS NOT RESPONSIBLE FOR DAMAGE TO OR INJURIES CAUSED BY ANY OWNER/PRIVATE INSTALLED UTILITIES, GAS, ELECTRIC, WATER, SEWER, CABLE, TELEPHONE, PIPES, LINES, CONDUITS, OR OTHER UNDERGROUND OBSTRUCTIONS, (herein "UNDERGROUND INSTALLATIONS").

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Parking Lot Maintenance, Inc. is authorized to do the work specified. Payments will be made as outlined above. *This Proposal is also subject to the Terms & Conditions on the reverse side hereof.* Owner acknowledges receipt of a copy of this contract and Contractor's Warranty.

Contactor Signature: 

Owner Signature: _____

Printed Name: Kevin Christianson

Printed Full Legal Name: _____

Signed This Date: _____

Signed This Date: _____

"Quality Paving & Protective Coatings "

Original Copy

Major Credit Cards Accepted



Financing Available to qualified home owners.



Jefferson, Wisconsin

Henry 920-650-8086

hhasphaltpaying.net

Jr. 608-359-8024

DRIVEWAYS • PARKING LOTS • HEATED DRIVEWAYS • PRIVATE ROADS • PATCH WORK

Serving all of Wisconsin

Bid Sheet

Customer Name James Crane

Address Water-Town Street

City Jefferson crane Zip 53038

Phone (920) 699-3752 Lee

- Grade up your base
- Add 3-5 inches of Traffic Bond to your base
- Lay out 1 layer of blacktop at 2 1/2 inches or 2 layers at 2 1/2 and 1 1/2 inches equaling 4 inches when finished.

Approx. Sq. Footage _____ 1 Layer _____ 2 Layers _____

- Rip out all old materials & haul away
- Replace 4-6 inches of base with Traffic Bond
- Lay out 1 layer of blacktop at 2 1/2 inches compressed or 2 layers at 2 1/2 and 1 1/2 inches equaling 4 inches when finished.

Approx. Sq. Footage 1000 1 layer _____ 2 layers 5410.00

2 1/2 + 1 1/2 = 4 inches

- Clean up old blacktop
- Tack coat old blacktop
- Lay 2 inch layer of compressed, hot asphalt

Approx. Sq. Footage _____ Price _____

- Heat up cracks; roll in cracks
- Clean up surface prep to seal
- Hand applied coat of seal coat in one or two coats
- Repaint parking stalls

Approx. Sq. Footage _____ Price _____

H&H Asphalt Maintenance, LLC will provide the necessary materials for labor for the completion of the following:

Specifications/ Notes all trucking materials and labor are IN ABOVE PRICE

Authorized Signature Henry C. Na...
This contract is hereby accepted

Date 7/20/15



20275 W Good Hope Rd
Lannon, WI 53046
Phone: 262-251-5585 Fax: 262-251-3477
Web: www.johnsonandsonspaving.com

Johnson & Sons Paving, LLC

Proposal

Billing Information

Village of Johnson Creek
Lee Trumpf
125 Depot Street
P.O. Box 238
Johnson Creek, WI 53038

Site Address

125 Depot Street
Johnson Creek, WI 53038

Proposal JP
#158

Date:
8/4/15

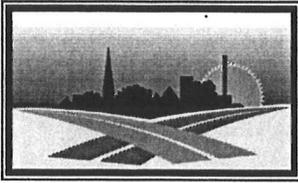
Description: Fire Station Patches, (12x88) (1x83)

4" Asphalt Patching:

1. This proposal is based on 1,056square feet of asphalt patching.
2. Saw cut or mill the perimeter of pavement to be removed.
3. Excavate the areas to a depth of 4".
4. All materials removed will be 100% recycled for our environment.
5. Fine grade and compact the aggregate base course.
6. Add stone base as needed to set the stone grade to the desired elevation.
7. Apply a tack coat to the vertical edges to be matched.
8. Construct a 4" compacted hot mix asphalt pavement in two lifts using WI DOT grade asphalt.
9. Machine roll for final compaction.

Price: \$6,897.00

****Note trench in front of curb will be filled with 3 inches of Asphalt****



Village of Johnson Creek Memorandum

DATE: July 29, 2015

RE: Fire Station # 2 Bonding

To: Village Board

The Village Board authorized the construction of Fire Station # 2 under Resolution 85-14 on September 22, 2014 to Oliver Construction. Bids were approved under Resolution 107-14 on October 28, 2014. A Change Order was approved by motion on February 23, 2015 to build out office space and restroom.

The cost of construction to date is \$777,169.83. The only remaining work to be done in relation to Fire Station # 2 is the replacement of 1,092 sq. ft. of asphalt pavement in the parking lot of Fire Station # 1 which was removed to reduce curbing to improve equipment turning radiuses from Fire Station # 2. It is estimated that the low bid will not exceed \$5,400. Therefore the total cost of Fire Station # 2 will not exceed \$781,569.83.

The Village Board approved Resolution 02-15 providing an interfund loan from the General Fund to Fire Station # 2 construction in the amount of \$700,000 on January 26, 2015. The Fire Cash Account has covered the balance of the construction costs until final bonding is determined.

Consulting with David Anderson of Public Financial Management, it is recommended that the Village Board approve financing which minimizes the impact of additional debt service to the Fire Budget until 2018. 2008 GO Bonds require principal and interest payments of \$107,552 in 2016 and \$109,836 in 2017. Adding additional debt service in these years would require increased revenues or reductions in expenditures to maintain the Fire Budget within the general fund.

The Village Board approved borrowing \$525,000 for the purchase of land for a new fire station by Resolution 18-06 in April of 2006. The purchase never moved forward and the borrowing has been used to purchase the Fire/EMS property at 129 Milwaukee Street by Resolution 68-11 in the amount of \$113,926.92 in 2011 and pay the towns portion of the lands owned by the previous Johnson Creek Mutual Fire Department by Resolution 42-12 in 2012 in the amount of \$202,500 leaving a bond fund balance of \$208,573.08 plus interest arbitrage of \$19,583.17 for a total of \$228,156.25 as of July 15, 2015. David Anderson reported to the Village Board in June of 2012 that Quarles and Brady advised against using the 2006 GO Bond funds for the construction of a new building. However, the 2006 bond funding could be used to pay principal and interest on a new bonding used to construct a new fire building.

The Village Board authorized an Impact Fee Study in 2004 to collect Impact Fees for the construction of a new fire building. The Impact Fee balance for a new fire building is \$137,489.38.

It is my recommendation that the Committee of the Whole recommend to the Village Board to approve a GO 2015 Bond in the amount of \$655,000 for the construction of Fire Station # 2 and use Impact Fees in the amount of \$137,489.38 to repay the General Fund \$700,000 plus interest of 3% and repay the Fire Cash Account for the construction of Fire Station # 2.

Mark Johnsrud
Village Administrator

MILLER-BRADFORD & RISBERG, INC.

Corporate Office:
W250 N6851 Hwy 164
P.O. Box 904
Sussex, WI 53089

REMIT TO:
Miller-Bradford & Risberg, Inc.
PO Box 8409
Carol Stream, IL 60197-8409
1-800-585-7219

www.miller-bradford.com NET 10th/PROX. NO CASH DISCOUNT

SOLD TO
JM5901 VILLAGE OF JOHNSON CREEK
125 DEPOT ST (920)
P.O. BOX 238 699-2296
JOHNSON CREEK, WI
53038

SHIP TO

CASE 621C 99 SN: JEE0092523 HR 0 W: 00 C: 0
Sold By: SHPDJM PO #: 621C LDR RPRS Date 7/16/15 WORK ORDER
Ship By: Tax #: 7:46:10 PRT: 1 Open

Tax	D	Qty	Description	Price	Amount
REPAIR UNIT PER CUSTOMER LIST.					
SHIPPING & HDLG					
G	0		MA11280DM		30.57
G	0		MA11434MG		64.60
G	0		071435TC		26.24
** TOTAL SHIPPING & HDLG					121.41
OUTSIDE LABOR					
G			SHIPPING INBOUND		303.75
G			SHIPPING RETURN		303.75
G			BUCKET WELDING		600.00
** TOTAL OUTSIDE LABOR					1207.50
PARTS COUNTER					
G		1	CAS 225775A1	PIN/A	E-68 274.07 274.07
G		2	CAS L127792	HOSE	INS 39.25 78.50
G		2	CAS L124236	HOSE	INS 41.75 83.50
G		4	CAS G109152	BUSHING	C-49 106.00 424.00
G		2	CAS 1543267C1	KIT, SEAL	INS 39.75 79.50
G		3	CAS 225775A1	PIN/A	E-68 274.07 822.21
G		1	CAS 225775A1	PIN/A	E-68 274.07 274.07
G		2	CAS L118674	PIN, PIVOT	INS 235.24 470.48
G		2	CAS L127015	BUSHING	C-82 86.58 173.16
G		8	CAS D95148	WIPER	E-65 13.50 108.00
G		1	CAS L118672	PIN, PIVOT	INS 470.00 470.00
G		2	CAS L118750	SEAL	INS 26.50 53.00
G		2	CAS L118709	BUSHING, LAR	INS 272.00 544.00
G		2	CAS L127015	BUSHING	INS 86.58 173.16
G		1	CAS 1543306C1	KIT, SEAL	C-149 143.00 143.00
G		2	KOB P-10143-4-4	MALE PIPE	VB-7-1 5.05 10.10
G		2	KOB P-11343-4-4	FITTING	VB-7-1 15.25 30.50
G		3	KOB P-471TC-4-RL	HOSE	HOSE RACK 4.10 12.30
G		2	CAS 192827A1	TUBE	85.75 171.50
G		2	CAS 192826A1	TUBE	79.00 158.00
G		1	CAS L118686	PIPE	86.50 86.50
G		1	CAS L118684	PIPE	112.00 112.00
G		1	CAS 280905A1	TUBE	110.00 110.00
G		1	CAS 280904A1	TUBE	124.00 124.00
G		1	CAS 132798A1	TUBE	109.00 109.00
G		1	CAS L118622	TUBE ASSY.	G-10 101.00 101.00
G		1	CAS 132796A1	TUBE	109.00 109.00
G		1	CAS L118626	PIPE	G-9 102.00 102.00

1. Service charges will be charged after 30 days.
2. Items classified non-returnable, by our vendor, not acceptable for credit.
3. No returns without permission.
4. Returns must include packing list or invoice no. and items must be in saleable condition.
5. Returns must be shipped to MBR office from which the item was purchased.
6. 20% handling charge on all returns - 25% after 90 days.



Corporate Office:
W250 N685THwy 164
P.O. Box 904
Sussex, WI 53089

REMIT TO:
Miller-Bradford & Risberg, Inc.
PO Box 8409
Carol Stream, IL 60197-8409
1-800-585-7219

www.miller-bradford.com NET 10th/PROX. NO CASH DISCOUNT

SOLD TO
JM5102 VILLAGE OF JOHNSON CREEK
125 DEPOT ST (920)
P.O. BOX 238 699-2296
JOHNSON CREEK, WI
53038

SHIP TO

01-541.100 - 540.100 7-16-15

Sold By: RENTER PO # 205946 Page 7/31/15 EQUIP SALE

Qty	Description	Price	Amount
1	205946 ACS A621B WHEEL-LDR-A		4685.00

ONE NEW ACS MALE MASTER FOR 621C, AS PER OUR SALES CONTRACT.
THANK YOU FOR YOUR BUSINESS.

LOADER RECONSTRUCTION

NET 10

- 1. See...
- 2. R...
- 3. N...
- 4. R...
- 5. R...
- 6. 20...

** SUBTOTAL 4685.00

X Charge Sale

PAY THIS AMOUNT \$4685.00

RESOLUTION -15

ADDENDUM C TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT

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

WHEREAS, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities and with federally recognized Indian tribes and bands in this state for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state, as provided in Wisconsin Statute 66.03033(b); and

WHEREAS, the Wisconsin Statute, 323.13.(1)(d), provides that the standards for fire, rescue, and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response throughout Wisconsin and neighboring states; and

WHEREAS, the Attorney General of the State of Wisconsin must approve any agreement between a Wisconsin municipality and a municipality of another state, and said agreement was approved by the Attorney General of the State of Wisconsin on December 22, 2000; and

WHEREAS, said agreement was submitted to the governor of the State of Wisconsin for his concurrence, which was obtained and later adopted under Wisconsin Statute 66.0303(3)(a) and (b); and

WHEREAS, the Village of Johnson Creek Village Board believes that intergovernmental cooperation for purposes of public safety and protection should be encouraged and that the Mutual Aid Box Alarm (MABAS) Agreement would afford these benefits to county residents by coordinating fire protection and emergency medical services, and

WHEREAS, it is in the best interest of the Village of Johnson Creek to enter into the proposed Mutual Aid Box Alarm System (MABAS) Agreement to provide for the coordination of fire protection and emergency medical services in the event of a large scale emergency, natural disaster, or man-made catastrophe.

NOW THEREFORE BE IT RESOLVED, that the Mutual Aid Box Alarm System (MABAS) Agreement, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and the Village Board of Trustees and the Village of Johnson Creek Clerk, be authorized to execute the same on behalf of the Village of Johnson Creek.

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this 24th day of August, 2015.

VILLAGE OF JOHNSON CREEK

BY: _____
John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Date posted

Date mailed to:

Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865

Date emailed to City of Watertown: kbiefeld@CityofWatertown.org

City of Watertown will email to Andrew Jensen the MABAS WI Secretary

**MUTUAL AID BOX ALARM SYSTEM
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)" that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the parties hereto have determined because of geographical considerations it is important for Illinois units and Wisconsin units to coordinate mutual aid through the Mutual Aid Box Alarm System for the effective and efficient provision of Mutual aid; and

WHEREAS, it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

WHEREAS, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state.

(Wis.Stats. 66.0303(b).)

WHEREAS, the State of Illinois has provided similar provisions under the "Intergovernmental Cooperation Act" of 5 ILCS 220/1 et seq.

WHEREAS, Wisconsin Statutes §66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction; and

WHEREAS, 2005 Wis. Act 257 amended § 166.03(2)(a)3 of the Wisconsin Statutes relating to standards for local emergency management programs and as further codified under § 323.13(1)(d), Wis. Stats.; and

WHEREAS, pursuant thereto the Adjutant General of the Department of Military Affairs of the State of Wisconsin is authorized to furnish guidance, develop and promulgate standards for emergency management programs; and

WHEREAS, pursuant thereto the standards for fire, rescue and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response; and

WHEREAS, PURSUANT TO SUCH AUTHORITY, Wis. Admin. Code. Chapter WEM 8 was promulgated in order to establish standards for the adoption of MABAS by local governments as a mechanism to be used for mutual aid for fire rescue and emergency medical services; and

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to associate to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter 'MABAS') and the covenants contained herein.

THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect

the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a county, city, village, town, tribe or band, emergency medical services district, or fire protection district having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit or a non-participating local governmental unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Stricken Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit so that it determines the necessity and advisability of requesting aid.

- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The statewide oversight board of MABAS which is comprised of Division representatives.
- I. "MABAS or Mutual Aid Box Alarm System' region" means the WEM regional areas as identified by the Adjutant General under ss. 323.13(2)(a), Stats.
- J. "Chief Officer" means the highest ranking officer within a fire, rescue or emergency medical services unit.
- K. "Incident command system" has the meaning specified in s 323.02(9), Stats and follows the guidelines of the National Incident Management System, also known as NIMS.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Chief Officer or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Chief Officer, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Chief Officer, Incident Commander, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.

operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification Liability and Waiver of Claims

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement; provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another. The Stricken Unit hereby expressly agrees to hold harmless, indemnify and defend the Aiding Unit and its personnel from any and all claims, demands, liability, losses, including attorney fees and costs, suits in law or in equity which are made by a third party that may arise from providing aid pursuant to this Agreement.

C. The Chief Officer, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS.
2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel of the Aiding Unit shall report for direction and assignment at the scene of the emergency to the Fire Chief or Incident Commander of the Stricken Unit. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Chief Officer or his designee; provided, however, that the Aiding Unit withdrawing such aid shall notify the Incident Commander or his/her designee of the Stricken Unit of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Unit; however, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall

All employee benefits, wage and disability payments, pensions, worker's compensation claims, shall be the sole and exclusive responsibility of the respective party for its own employees provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Aiding Unit may refuse if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered

mail or certified mail. In Wisconsin, a copy of such notice shall also be deposited with the Fire Service Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof. In Wisconsin, a copy of such agreement shall be deposited with the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-0649.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

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

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION EIGHTEEN

Rules and Procedure

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS. In Wisconsin, Member Units shall also comply with all requirements of WEM 8 currently in effect and as amended from time to time. In Wisconsin, MABAS policies and general operating procedures shall be available on request without charge from the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049. MABAS policies and procedures may also be accessed from the Wisconsin Emergency Management webpage at <http://emergencymanagement.wi.gov>.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this MUTUAL AID BOX ALARM

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit. In Wisconsin, the Executive Board shall be constituted as set forth in the Wisconsin State Administrative Code Chapter referenced above.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

ADDENDUM A TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT

Non-Discrimination

In the performance of the services under this Agreement each party agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Each party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Village of Johnson Creek

John L. Swisher, Village President

Date

ATTEST:

Name/Title

Date

RESOLUTION -15

TRANSFER OF IMPACT FEES FOR GENERAL OBLIGATION DEBT SERVICE

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

WHEREAS, the Village of Johnson Creek approved an Impact Fee based on the needs of new development, and

WHEREAS, Impact Fees have been collected for projects outlined in the Village of Johnson Creek Impact Fee analyses, and

WHEREAS, the projects have been undertaken by action of the Board of Trustees of the Village of Johnson Creek within a reasonable amount of time,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the Village of Johnson Creek approves the transfer of \$3,895.00 from 01-115.150, the Parks and Recreation Impact Fee account to the General Fund Surplus 01-100.003 for the interest payment on the \$1,165,000 refinancing of the \$1,925,000 borrowing as related to Park Improvements in the Impact Fee Analyses, 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 24th day of August, 2015.

John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk - Treasurer

RESOLUTION -15

LIBRARY BUDGET TO ASSIGNED RESERVES FROM 2014 BUDGET

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

WHEREAS, the Library Board and Village Board are granted the authority to transfer unspent budgeted funds to a Assigned Cash Account,

WHEREAS, the Library had budgeted revenues of \$208,302 and the actual revenues were \$210,650 which is an allowable excess of \$2,348 to be transferred to assigned cash,

WHEREAS, the Library had budgeted expenses in the amount of \$208,302 and at year end spent \$207,979 leaving an amount of \$323 in allowable excess to be transferred to assigned cash,

WHEREAS, the Library showed a total excess of \$2,671 at year end,

WHEREAS, the above amounts have been confirmed by the Village Auditor,

WHEREAS, the Library Board has designated these funds into the following Library assigned reserves account 06-111.110: \$1,200 to Strategic Planning and \$1,471 Staffing;

NOW THEREFORE BE IT RESOLVED by the Village Board of Trustees of the Village of Johnson Creek does hereby direct the Clerk-Treasurer to transfer \$2,671 from the 2014 Library Fund Balance Cash Account 06-100.001 to assigned reserves account 06-111.110: \$1,200 to Strategic Planning and \$1,471 Staffing;

PASSED AND ADOPTED by the Village Board of Trustees of the Village of Johnson Creek, Jefferson County Wisconsin this 24th day of August 2015.

John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Village of Johnson Creek
Johnson Creek, Wisconsin

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-Major Governmental Funds
For the Year Ended December 31, 2014

	Special Revenue Funds		Capital Projects Fund	Non-Major Governmental Funds
	Library Fund	Room Tax Fund	General Capital Projects	
REVENUES				
Other Taxes	\$ -	\$ 95,551	\$ -	\$ 95,551
Intergovernmental	64,982	-	-	64,982
Fines, Forfeits and Penalties	5,669	-	-	5,669
Interest Income	164	96	223	483
Miscellaneous Income	8,641	-	500	9,141
Total Revenues	<u>79,456</u>	<u>95,647</u>	<u>723</u>	<u>175,826</u>
EXPENDITURES				
Current:				
General Government	2,125	450	-	2,575
Culture, Recreation and Education	179,843	-	-	179,843
Conservation and Development	-	41,396	-	41,396
Capital Outlay	3,914	-	160,295	164,209
Total Expenditures	<u>185,882</u>	<u>41,846</u>	<u>160,295</u>	<u>388,023</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(106,426)</u>	<u>53,801</u>	<u>(159,572)</u>	<u>(212,197)</u>
OTHER FINANCING SOURCES (USES)				
Transfers In	131,194	-	243,080	374,274
Transfers Out	(22,097)	(33,570)	-	(55,667)
Total Other Financing Sources and Uses	<u>109,097</u>	<u>(33,570)</u>	<u>243,080</u>	<u>318,607</u>
Net Change in Fund Balances	2,671	20,231	83,508	106,410
Fund Balances - Beginning	<u>41,219</u>	<u>76,707</u>	<u>-</u>	<u>117,926</u>
Fund Balances - Ending	<u>\$ 43,890</u>	<u>\$ 96,938</u>	<u>\$ 83,508</u>	<u>\$ 224,336</u>

REVENUE/EXPENDITURE REPORT
As of Dec. 31, 2014

Page: 1
7/28/2015
10:17 am

Village of Johnson Creek

For the Period: 1/1/2014 to 12/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 06 - LIBRARY							
Revenues							
Dept: 000.000							
422.600 LIBRARY GRANTS	0.00	0.00	3,250.00	1,000.00	0.00	-3,250.00	0.0
429.200 COUNTY AID FOR LIBRARY	59,819.00	59,819.00	60,418.00	0.00	0.00	-599.00	101.0
429.210 SYSTEM AID FOR LIBRARY	1,000.00	1,000.00	1,314.25	1,314.25	0.00	-314.25	131.4
446.100 LIBRARY FINES	8,000.00	8,000.00	5,669.00	687.00	0.00	2,331.00	70.9
471.100 DONATIONS	4,000.00	4,000.00	6,090.00	1,844.00	0.00	-2,090.00	152.3
479.200 MISCELLANEOUS REVENUES	0.00	0.00	2,030.65	1,575.82	0.00	-2,030.65	0.0
481.100 INTEREST ON TEMP INVESTMENTS	121.00	121.00	75.11	2.58	0.00	45.89	62.1
481.300 INTEREST ON LIBRARY REST/TRUST	60.00	60.00	88.53	21.49	0.00	-28.53	147.6
482.100 BUILDING & LAND RENTS	400.00	400.00	520.00	20.00	0.00	-120.00	130.0
499.100 FROM RESERVES	3,708.00	3,708.00	0.00	0.00	0.00	3,708.00	0.0
499.150 FROM GENERAL	131,194.00	131,194.00	131,194.00	0.00	0.00	0.00	100.0
Dept: 000.000	208,302.00	208,302.00	210,649.54	6,465.14	0.00	-2,347.54	101.1
Revenues	208,302.00	208,302.00	210,649.54	6,465.14	0.00	-2,347.54	101.1
Expenditures							
Dept: 515.700 AUDITOR							
530.900 OUTSIDE SERVICES EXPENSE	1,000.00	1,000.00	300.00	50.00	0.00	700.00	30.0
AUDITOR	1,000.00	1,000.00	300.00	50.00	0.00	700.00	30.0
Dept: 518.100 RISK MANAGEMENT							
560.110 PROPERTY INSURANCE	1,100.00	1,100.00	966.75	0.00	0.00	133.25	87.9
560.120 LIABILITY INSURANCE	650.00	650.00	580.96	0.00	0.00	69.04	89.4
560.140 WORKMAN'S COMP INSURANCE	350.00	350.00	277.50	0.00	0.00	72.50	79.3
RISK MANAGEMENT	2,100.00	2,100.00	1,825.21	0.00	0.00	274.79	86.9
Dept: 551.100 LIBRARY							
510.100 FULL-TIME SALARIES EXPENSE	85,965.00	85,965.00	86,290.00	7,025.05	0.00	-325.00	100.4
510.200 PART-TIME SALARIES EXPENSE	17,743.00	17,743.00	16,218.90	1,269.39	0.00	1,524.10	91.4
520.100 SOCIAL SECURITY EXPENSE	7,934.00	7,934.00	7,487.23	608.82	0.00	446.77	94.4
520.200 WI RETIREMENT FUND EXPENSE	7,260.00	7,260.00	6,375.34	462.85	0.00	884.66	87.8
520.300 HEALTH INSURANCE EXPENSE	23,528.00	23,528.00	23,018.67	1,993.89	0.00	509.33	97.8
530.100 MISCELLANEOUS EXPENSE	325.00	325.00	248.37	14.55	0.00	76.63	76.4
530.200 UTILITIES EXPENSE	3,000.00	3,000.00	2,466.31	711.84	0.00	533.69	82.2
530.300 OFFICE SUPPLIES EXPENSE	2,000.00	2,000.00	1,670.21	19.91	0.00	329.79	83.5
530.400 OPERATING SUPPLIES EXPENSE	23,000.00	23,000.00	24,121.61	1,418.58	0.00	-1,121.61	104.9
530.410 OP SUPPLIES - TRUST DONATIONS	0.00	0.00	2,760.82	1,640.82	0.00	-2,760.82	0.0
530.500 TRANSPORTATION EXPENSE	50.00	50.00	29.12	0.00	0.00	20.88	58.2
530.600 TOOLS & EQUIPMENT EXPENSE	700.00	700.00	422.68	24.00	0.00	277.32	60.4
530.800 PERMITS-FEES-DUES EXPENSE	100.00	100.00	175.80	75.80	0.00	-75.80	175.8
530.900 OUTSIDE SERVICES EXPENSE	7,000.00	7,000.00	6,233.41	444.29	0.00	766.59	89.0
530.950 CUSTODIAL SERVICES	2,900.00	2,900.00	2,325.00	325.00	0.00	575.00	80.2
540.100 CAPITAL OUTLAY	1,600.00	1,600.00	3,913.77	0.00	0.00	-2,313.77	244.6
LIBRARY	183,105.00	183,105.00	183,757.24	16,034.79	0.00	-652.24	100.4
Dept: 599.900 TRANSFERS							
590.200 OPERATING TRANSFER TO GENERAL	22,097.00	22,097.00	22,097.00	0.00	0.00	0.00	100.0
TRANSFERS	22,097.00	22,097.00	22,097.00	0.00	0.00	0.00	100.0
Expenditures	208,302.00	208,302.00	207,979.45	16,084.79	0.00	322.55	99.8
Net Effect for LIBRARY	0.00	0.00	2,670.09	-9,619.65	0.00	-2,670.09	0.0
Change in Fund Balance:			2,670.09				
Grand Total Net Effect:	0.00	0.00	2,670.09	-9,619.65	0.00	-2,670.09	

RRC Membership

Memberships are critical in accomplishing our work. We thank you for your support!

Name _____
 Title _____
 Affiliation _____
 Address _____
 City _____ State _____
 Zip _____ Phone (____) _____
 E-mail _____

Annual tax-deductible membership fees

- \$25 Individual
 - \$35 Family
 - \$15 Student/Senior Citizen
 - \$25 Classroom
 - \$50 Affiliates*
 - \$125 Municipal**
 - \$200 Corporate
- *Includes small businesses, organizations, lake districts, small municipalities and municipal departments.
 **Provides membership for all municipal departments including discounts at member events and workshops.

Additional tax deductible donation

- Donations are greatly appreciated and can be targeted towards specific projects:
- Please use my donation for _____
- Please use where it is needed most _____

Chapter member

I am a member of the _____
 Friends of Badfish Creek Watershed,
 _____ Johnson Creek Watershed Alliance,
 _____ Mauneshia River Alliance.

Please mail this completed form with check to

Rock River Coalition
864 Collins Road
Jefferson, WI 53549
 Or pay using PayPal at
www.rockrivercoalition.org



Membership Benefits

As a member of the Rock River Coalition, you help us achieve our mission, but you also receive many benefits including:

Newsletter: Rock River Reflections containing informative articles and organizational updates.

Discounts: Members receive advanced notice along with discounts to events and activities, such as Send Your Legislator Down the River.

Your Donation Supports Our Stream Monitoring Program—Plus you receive the following Benefits

- Donations/Memberships of \$150 - \$249**
- Logo and link on our website
 - One ticket to Annual Meeting or other event.

- Donations/Memberships of \$250 - \$499**
- Logo and link on our website.
 - Two tickets to Annual Meeting or other event.

Donations/Memberships of \$500 - \$999

- Logo and Link on our website
- Business card sized ad in one issue of our newsletter
- Four tickets to Annual Meeting or other event.

Donors at the \$1,000 level and above

- Logo and Link on our website
- Business card sized ad in four issues of our newsletter
- Personal briefing by the RRC President
- Eight tickets to Annual Meeting or other event.

Our Rock River Basin

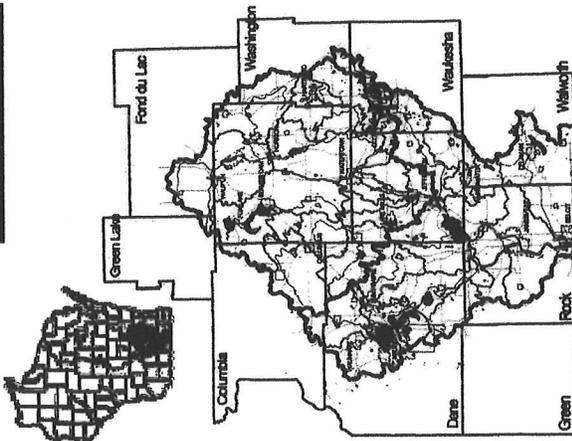


The Rock River Basin covers nearly 3,800 square miles in south central Wisconsin.

It contains 45 lakes, and 3,900 miles of streams. The Horicon Marsh, an internationally recognized wetland and bird sanctuary is near its headwaters.



The basin stretches across ten Wisconsin counties and includes 26 cities and 36 villages with more than 790,000 residents.



RRC Chapters

Chapters of the RRC are groups of people working on local actions for local water resources. The Chapters are governed under the RRC by-laws and board but are self-directing. Chapters benefit from having a fiscal agent and the coverage under the RRC's insurance.

If a RRC member is a Chapter member, then 25% of their RRC membership dues is set aside for the Chapter's use. Funds raised through targeted efforts of the Chapter are held in an account for their use, and only a nominal fee is charged for administration.



Friends of Badfish Creek removing Japanese Knotweed.

Chapters make a local difference for water quality and have the benefit of being part of a well-recognized organization.

RRC Chapters

Friends of Badfish Creek Watershed in the Oregon area. The FBCW focus their efforts on invasive species management and education. They successfully had the Badfish Creek added to Dane County's Recreation and Open Space Plan as a Natural Resource Area.

Johnson Creek Watershed Alliance

focuses on Johnson Creek through monitoring and events. Look for their first stream clean-up in 2015.

Mauneshia River Alliance, in the Waterloo – Marshall area hosts an annual stream clean-up, a monitoring team and they are working towards developing and implementing a restoration plan.

To inquire about how you can become a chapter or other ways to partner, please contact the RRC President, Patricia Cicero at 920-674-7121 or patricia@rockrivercoalition.org.

RESOLUTION -15

**CABARET LICENSE
ST. GABRIEL
417 UNION ST**

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

WHEREAS, the Village permits a Cabaret License for any live entertainment within the Village, and

WHEREAS, Stephen Caito for St. Gabriel has requested a Cabaret License on September 12th, 2015 for an annual church fund raising pig roast at 417 Union St from 3:00 p.m. to 8:00 p.m., and

NOW THEREFORE BE IT RESOLVED, that the Village Board grants a Cabaret License at 417 Union St. on September 12th from 3:00 p.m. to 8:00 p.m. to Stephen Caito for St. Gabriel, and

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

PASSED AND ADOPTED by the Village Board of Trustees this 24th day of August 2015.

Attest:

John L. Swisher, Village President

Joan Dykstra, Clerk-Treasurer

STATE OF WISCONSIN

VILLAGE OF JOHNSON CREEK

JEFFERSON COUNTY

RESOLUTION -15

**NEW BUSINESS
LASTING SKIN SOLUTIONS, LLC
215 HUNTERS GLEN LN**

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

WHEREAS, Johnson Creek is recognized as a diverse business friendly community, and

WHEREAS, the Village Board strongly supports the entrepreneurial spirit of local business owners in the creation of jobs and tax base, and

NOW THEREFORE BE IT RESOLVED, the Johnson Creek Village Board welcomes the following business into the Johnson Creek business community:

**LASTING SKIN SOLUTIONS, LLC
215 HUNTERS GLEN LN**

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek this 24th day of August 2015.

John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk - Treasurer

RESOLUTION -15

OPERATOR LICENSES
2015/2016

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 license(s),

NOW THEREFORE BE IT RESOLVED that operator license(s) be issued to the following individual(s) for the year ending June 30, 2016:

OPERATORS LICENSES:

Kwik Trip

Terri A Jimenez-Schulze
Michelle Ann Solem

BE IT FURTHER RESOLVED Christopher J. Reeves – Hi-Way Harry’s has been denied by Police Chief Gary Bleecker due to failure to reveal previous citations (dates) and per Resolution 77-15 a letter has been sent to Christopher J. Reeves and Hi-Way Harry’s informing them of the recommended denial and advising them of the date and time of the Village Board meeting at which time the Village Board will either approve or deny the application and the applicant shall have an opportunity to address the Village Board before action is taken by the Village Board

PASSED AND ADOPTED by the Village Board of Trustees of the Village of Johnson Creek this 24th day of August 2015.

John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Home of Creeks Creations



114 N. Watertown St.
P.O. Box 279
Johnson Creek, WI 53038-0279

Tel: 920-699-3165 • Fax: 920-699-2270 • E-mail: sales@schneiderprint.com

07/23/2015

RECEIVED

JUL 23 2015

To the Village Board of Johnson Creek,

I would like to request a Loading Zone or a 1 Hour Parking, Monday - Friday for my commercial building located at 114 North Watertown Street. This address is located at the widest part of the street. The business there receives frequent deliveries and pick-ups. The new parking ordinance makes it difficult for vendors to unload and customers to load.

Any questions or response can be directed to my son, Todd Schneider at the address or phone number below. Please notify him as to when this may be discussed at a meeting so that he may attend to address any issues.

Thanking you in advance for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Thomas B. Schneider". The signature is written in a cursive, slightly slanted style.

Thomas Schneider

Schneider Printing
114 N. Watertown St./P.O. Box 279
Johnson Creek, WI 53038
920-699-3165